



BOARD OF AVIATION COMMISSIONERS
Wednesday October 30, 2024
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AGENDA

1. Call to Order:
2. Approval of Minutes: September 25, 2024
3. Approval of Claims:
4. Airport Manager's Report:
5. Old Business:
 - a. 2024 Disadvantaged Business Enterprise (DBE) policy.
6. New Business:
 - a. Cintas First Aid & Safety agreement.
 - b. Dexter Axle event agreements.
 - c. Administration building exterior painting deposit.
 - d. Administration building digital sign quote.
 - e. Replacement of two overhead doors & tracks for Building 7.
 - f. Kenneth Swickard items declared surplus.
 - g. Kenneth Swickard \$380.00 storage credit.
 - h. Annual Federal financial report signature ratification for AIP-38 & AIP-39.
 - i. Annual Federal financial report signature for AIP-40.
 - j. Submission of required SF425 annual performance report for FAA.
7. Privilege of the floor
8. Adjournment
9. **NEXT REGULAR BOAC MEETING 11/27/24 4:00 p.m.**

Rod Roberson
Mayor

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.361.2123

Administration Office:
574.264.5217

BOAC Members

Doug Thorne, President

Bruce Shreiner, V.P.

Tom Shoff, Treasurer

Shari Mellin, Secretary

City of Elkhart
Board of Aviation Commissioners Meeting
September 25, 2024

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:00 pm on Wednesday, September 25, 2024 at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Commissioners Bruce Shreiner & Shari Mellin were present. Also present were: Andy Jones, Karen Shaw, Kevin Davis, Paul Shaffer, David Sandsmark and Ryan Sherwood. Commissioner Tom Shoff was absent. Councilman Dwight Fish attended via Webex.

Motion of Amendment:

Mr. Thorne made a MOTION to amend today's agenda to add the question of sending the Airfield Maintenance Manager and three Airfield Maintenance Technicians to The American Association of Airport Executive (AAAE) Winter Operations Seminar. Ms. Mellin made a MOTION to add this to today's agenda. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Approval of Minutes:

Ms. Mellin made a MOTION to approve the minutes of the August 28, 2024 meeting. Mr. Shreiner SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:

Mr. Shreiner made a MOTION to approve claims as submitted for \$452,235.80. Ms. Mellin SECONDED the motion. There was a board question regarding bird deterrent guns. Andy Jones explained that these are special guns available only to the aviation industry. Our airport has been using these wildlife deterrents for many decades. They are only capable of ejecting a projectile into the air that makes a loud report or a high pitch scream, resulting in flocks of birds taking flight. Over the years, only one remains in working condition. Each of the new pickup trucks will be equipped with one. There being no further discussion, the motion to approve September 2024 claims PASSED unanimously.

Airport Manager's Report:

Andy advised that the Lippert anti-lock braking demonstration took place at the airport for the last two days. Lippert seemed to be pleased with the event. Andy advised he has been in contact with representatives from DLZ Corporation regarding safe & proper ways to dispose of fuel farm tanks at the airport, and encouraged them to engage with Butler, Fairman & Seufert (BF&S) and Indiana Flight Center (IFC) for further discussion. We are currently waiting on costs. The maintenance crew have been busy working on sealing taxiway cracks. Our hot tar machine has been working intermittently, so we may revert to using a loaner from our tar vendor as we did last year. We have re-hired Eduardo Pizana for the open Airfield Maintenance Technician position. Mr. Pizana was with us previously for four years, then left to attend Air Traffic Control School, but has ultimately decided to withdraw. We are happy to have him back with us. We are prepping for the exterior painting of the Administration Building. The three awnings have been removed and the exterior has had new caulking and silicone sealant applied where needed. Andy further advised we are in the process of interviewing candidates for the open full-time air traffic controller position and have received some great prospects. We hope to have someone hired by mid-October.

New Business:

Mr. Thorne advised the first item under New Business is the 2025 BOAC meeting dates. Andy requested the board choose meeting dates for 2025, and asked if the last Wednesday of every month at 4pm still works for everyone. The board advised this does work for them. Mr. Shreiner made a MOTION to approve the 2025 meeting dates to be the last Wednesday of every month at 4pm. Ms. Mellin SECONDED. There being no further discussion, the motion PASSED unanimously.

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Board of Aviation Commissioners Meeting
September 25, 2024

Mr. Thorne advised the next item under New Business is to ratify the T-Hangar 53 lease. Andy advised that John Ferguson has signed a lease for T-Hangar 53 and asks the board to ratify it and approve Mr. Thorne to sign it. Ms. Mellin made a MOTION to approve the T-Hangar 53 lease and to have Mr. Thorne sign it. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is notice to award the quote for the exterior painting of the Administration Building. Andy advised that several quotes came in and the most responsive was submitted by Certa Pro; with a total cost of \$14,219.28. The other quotes were: Jay's Painting & Refinishing at \$17,000.00; and a conditional quote from Advanced Coatings at \$13,155.00. Ms. Mellin made a MOTION to award the painting quote to Certa Pro. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the donation fund expenditure for the Model T event. Andy advised he allowed the Model T Club to have their event at the airport, and wanted to provide water & soda, and requests this come out of the Aviation donation fund in the amount of \$86.60. Ms. Mellin made a MOTION to approve the expenditure from the donation fund. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the Kone elevator agreement. Andy advised that we'd like to move forward with a maintenance service plan with Kone Elevator in place of Oracle Elevator. Andy further advised that we gave Oracle a 90-day notice per their agreement to stop service as of October 31, 2024. Kone Elevator will start service as of November 1, 2024, and Andy further advised this agreement has been approved by City legal. Andy also advised this agreement covers both the maintenance service and the wireless emergency phone service at the control tower elevator. Mr. Shreiner made a MOTION to approve the Kone elevator agreement. Ms. Mellin SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is to declare the old pilot lounge furniture as surplus. Andy advised that with the Administration Building renovations, we have updated the pilot's lounge to more modern furniture. The old vinyl couch and chairs are 15 years old and show obvious signs of wear. Andy requests permission to then take this question, as required, to the Board of Works and Utilities meeting for approval to dispose of the old furniture. Ms. Mellin made a MOTION to approve this request. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the 2024 Disadvantaged Business Enterprise (DBE) policy. Paul Shaffer with BF&S advised this is a standard policy from the FAA that any agency that receives federal grants needs to implement. Mr. Shaffer advised this is something that is renewed every 3 years, and there is some new standardized language in the current policy. Kevin Davis advised that he would like to have more time to review this policy. Ms. Mellin made a MOTION to table and postpone this until the October meeting so Mr. Davis has more time to review it. Mr. Shreiner SECONDED. There being no further discussion, the motion was unanimously TABLED until the October 2024 meeting.

City of Elkhart
Board of Aviation Commissioners Meeting
September 25, 2024

Mr. Thorne advised the last item under New Business is the approval of sending maintenance staff to the AAAE Winter Operations Seminar. Andy advised based on the fact that none of our current Airfield Maintenance Technicians have had any formal airport snow and ice control training he anticipated and budgeted for the opportunity to send our crew to just such training. David Sandsmark, Eduardo Pizana, Rick Johnson and Steve Balk, will travel to Mosinee, Wisconsin for the seminar scheduled for October 9, 2024. Mr. Shreiner made a MOTION to approve sending maintenance to this seminar. Ms. Mellin SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:

Councilman Dwight Fish advised he is looking into energy savings to make airport buildings more efficient and wanted to thank everyone for embracing these new changes and for Andy's hospitality in working with Veregy on this partnership. Paul Shaffer advised now that the City has agreed to the 10-unit T-Hangar project he wanted to let everyone know the site work should begin this fall and construction should start around mid-summer 2025. Ryan Sherwood with IFC wanted to give kudos to the new maintenance manager, David Sandsmark. Mr. Sherwood advised David is doing a fantastic job!

Adjournment:

Next regular BOAC meeting is scheduled for Wednesday, October 30, 2024 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via WebEx.

Respectfully Submitted,


Shari Mellin – Aviation Board Secretary

10.30.24
Date

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

October 25

,2024



JAMIE ARCE -CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$73,862.50** AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 4 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 30TH DAY OF OCTOBER 2024 BY:

PRESIDENT



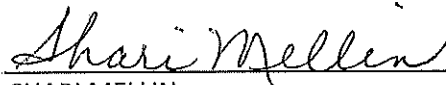
DOUG THORNE

VICE PRESIDENT



BRUCE SHREINER

SECRETARY



SHARI MELLIN

TREASURER

TOM SHOFF

MEMBER

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

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TREASURER

TOM SHOFF

MEMBER

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City of Elkhart

City of Elkhart

Expense Approval Report By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
Menard, INC	62473	10/30/2024	Bldg materials	2206-5-201-4230110	9.98 ✓
Menard, INC	62547	10/30/2024	Bldg materials	2206-5-201-4230110	33.26 ✓
Menard, INC	62550	10/30/2024	Bldg materials	2206-5-201-4230110	23.98 ✓
Menard, INC	62564	10/30/2024	Bldg materials	2206-5-201-4230110	14.99 ✓
Menard, INC	62631	10/30/2024	Operating supplies	2206-5-201-4220150	69.98 ✓
Menard, INC	62862	10/30/2024	Bldg materials	2206-5-201-4230110	9.85 ✓
CDW GOVERNMENT INC	AA7LY5R	10/30/2024	Pilot's lounge tv for admin ren	2206-5-201-4430500	480.53 ✓
CINTAS CORP.	4206093338	10/30/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
FRANGER GAS COMPANY INC	458590	10/30/2024	Propane fuel for maint dept	2206-5-201-4220210	29.70 ✓
Menard, INC	62948-01	10/30/2024	Bldg materials	2206-5-201-4230110	25.18 ✓
Menard, INC	62953	10/30/2024	Bldg materials	2206-5-201-4230110	164.85 ✓
ULINE, INC.	183527908	10/30/2024	Bldg materials	2206-5-201-4230110	246.66 ✓
HAWKINS WATER TECH, INC	1058005	10/30/2024	Cooler rent for maint dept	2206-5-201-4220150	12.50 ✓
Menard, INC	63186	10/30/2024	Operating supplies	2206-5-201-4220150	49.38 ✓
HIMCO WASTE-AWAY SERVICE	0034427927	10/30/2024	3 ton dumpster for hangar cle	2206-5-201-4390900	540.00 ✓
AMAZON CAPITAL SERVICES I	1R6H-FJKP-WD6H	10/30/2024	Supplies for Operating & Office	2206-5-201-4210500	204.71 ✓
AMAZON CAPITAL SERVICES I	1R6H-FJKP-WD6H	10/30/2024	Supplies for Operating & Office	2206-5-201-4220150	150.19 ✓
ZACHERY MILLER	AJ093024	10/30/2024	Port toilet at kayak launch Sep	2206-5-201-4390900	135.00 ✓
CINTAS CORP.	4206822028	10/30/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
RICOH USA, INC	5070231286	10/30/2024	Copies Sept 2024	2206-5-201-4370200	5.62 ✓
KOORSEN FIRE & SECURITY IN	IN00774131	10/30/2024	Batteries for tower fire alarm	2206-5-201-4220150	438.04 ✓
SHERWIN WILLIAMS	2617-5	10/30/2024	Paint color match scanner for	2206-5-201-4430500	67.99 ✓
AMAZON CAPITAL SERVICES I	1VNT-46MQ-H1Y4	10/30/2024	Operating & office supplies	2206-5-201-4210500	8.81 ✓
AMAZON CAPITAL SERVICES I	1VNT-46MQ-H1Y4	10/30/2024	Operating & office supplies	2206-5-201-4220150	62.00 ✓
Menard, INC	63833	10/30/2024	Supplies for other garage/mot	2206-5-201-4220250	31.88 ✓
CINTAS CORP.	4207539650	10/30/2024	Uniform cleaning contract	2206-5-201-4360400	88.11 ✓
BERNATH, LLC	71278-0001	10/30/2024	Crack sealing tar	2206-5-201-4230124	12,150.00 ✓
AMAZON CAPITAL SERVICES I	1X9J-DCXK-7TTC	10/30/2024	Items for admin renovations	2206-5-201-4210500	99.58 ✓
AMAZON CAPITAL SERVICES I	1X9J-DCXK-7TTC	10/30/2024	Items for admin renovations	2206-5-201-4430500	149.99 ✓
Menard, INC	64288-01	10/30/2024	Operating & household suppli	2206-5-201-4220150	29.96 ✓
Menard, INC	64288-01	10/30/2024	Operating & household suppli	2206-5-201-4220310	81.85 ✓
YODER OIL COMPANY INC	INV-360048	10/30/2024	Fuel for maint vehicles	2206-5-201-4220210	1,568.57 ✓
MICHAEL G CROCKETT	1408-4289	10/30/2024	Painting of exterior admin bld	2206-5-201-4430500	14,219.28 ✓
CINTAS CORP.	4208260072	10/30/2024	Uniform cleaning contract	2206-5-201-4360400	32.87 ✓
Menard, INC	64353	10/30/2024	Item for admin renovations	2206-5-201-4430500	2.98 ✓
AMAZON CAPITAL SERVICES I	1M69-DKDY-JWLH	10/30/2024	Items for other garage/opera	2206-5-201-4220150	140.59 ✓
AMAZON CAPITAL SERVICES I	1M69-DKDY-JWLH	10/30/2024	Items for other garage/opera	2206-5-201-4220250	54.99 ✓
NORTH SIDE AUTO PARTS	55239-469490	10/30/2024	Bldg materials, belt for hangar	2206-5-201-4230110	19.76 ✓
Menard, INC	64772	10/30/2024	Items for bldg materials	2206-5-201-4230110	28.59 ✓
Menard, INC	64780	10/30/2024	Items for bldg materials	2206-5-201-4230110	60.28 ✓
CINTAS CORP.	4209010472	10/30/2024	Uniform cleaning contract	2206-5-201-4360400	32.87 ✓
Menard, INC	64875	10/30/2024	Items for bldg materials	2206-5-201-4230110	10.98 ✓
Fund 2206 - AVIATION Total:					31,640.33

Grand Total: 31,640.33

Oct Cable - 184.13
 Oct Pots - 74.57
 Oct Efax - 4.14
 Oct Maint cell - 80.98
 Oct - Comcast phone - 306.95

Fund Summary

Fund	Expense Amount
2206 - AVIATION	<u>31,640.33</u>
Grand Total:	31,640.33

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	313.10
2206-5-201-4220150	Operating Supplies	952.64
2206-5-201-4220210	Gasoline	1,598.27
2206-5-201-4220250	Other Garage & Motor S	86.87
2206-5-201-4220310	Household, Laundry, & C	81.85
2206-5-201-4230110	Building Materials	648.36
2206-5-201-4230124	Asphalt, Tar	12,150.00
2206-5-201-4360400	Maintenance Contract	207.85
2206-5-201-4370200	Equipment Leases	5.62
2206-5-201-4390900	Other Services & Charge	675.00
2206-5-201-4430500	Buildings	<u>14,920.77</u>
	Grand Total:	31,640.33

Project Account Summary

Project Account Key	Expense Amount
None	<u>31,640.33</u>
Grand Total:	31,640.33



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Payment Dates 9/23/2024 - 10/24/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
CROSSROADS BANK	ML1238-1002	10/11/2024	Snow broom payment	2206-5-201-4370200	38,796.93 ✓
INDIANA MICHIGAN POWER C	INV0004576	09/27/2024	04240948119 1211 CR 6W	2206-5-201-4350100	2,479.44 ✓
COMCAST CABLE	INV0004957	10/18/2024	8771402050907961 1211 CR	2206-5-201-4320400	184.13 ✓
NORTHERN INDIANA PUBLIC S	INV0004958	10/18/2024	7375580016 1321 CR 6W	2206-5-201-4350200	67.00 ✓
ELKHART PUBLIC UTILITIES	INV0004959	10/18/2024	1203336003 1211 CR 6W	2206-5-201-4350400	65.58 ✓
ELKHART PUBLIC UTILITIES	INV0004960	10/18/2024	1203335600 1139 CR 6W	2206-5-201-4350400	58.18 ✓
ELKHART PUBLIC UTILITIES	INV0004961	10/18/2024	1203335800 1205 CR 6W, 2B	2206-5-201-4350400	10.85 ✓
COMCAST CABLE	INV0004956	10/18/2024	8771402050907656 1139 CR	2206-5-201-4320400	74.57 ✓
DAVID SANDSMARK	100924	10/18/2024	Emp meal reimbursement for	2206-5-201-4320300	51.16 ✓
STEVEN C BALK	100924Balk	10/18/2024	Emp meal reimbursement for	2206-5-201-4320300	108.61 ✓
RICKY JOHNSON	100924Johnson	10/18/2024	Emp meal reimbursement for	2206-5-201-4320300	79.18 ✓
EDUARDO PIZANA	101024Pizana	10/18/2024	Pizana meal/gas reimb for tra	2206-5-201-4320300	101.97 ✓
NORTHERN INDIANA PUBLIC S	INV0004965	10/18/2024	6440000093 1211 CR 6W	2206-5-201-4350200	144.57 ✓
Fund 2206 - AVIATION Total:					42,222.17
Grand Total:					42,222.17

Report Summary

Fund Summary

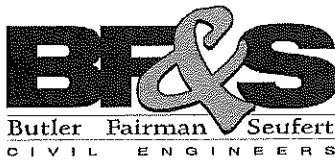
Fund	Payment Amount
2206 - AVIATION	<u>42,222.17</u>
Grand Total:	42,222.17

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320300	Travel	340.92
2206-5-201-4320400	Telephone & Communic	258.70
2206-5-201-4350100	Electricity	2,479.44
2206-5-201-4350200	Natural Gas	211.57
2206-5-201-4350400	Water & Sewer	134.61
2206-5-201-4370200	Equipment Leases	<u>38,796.93</u>
Grand Total:		42,222.17

Project Account Summary

Project Account Key	Payment Amount
None	<u>42,222.17</u>
Grand Total:	42,222.17



**ELKHART MUNICIPAL AIRPORT
ENGINEER REPORT/AGENDA
October 30, 2024
4:00 p.m.**

ACTION ITEMS FOR BOAC MEETING

1. Motion to approve the 2024 Disadvantaged Business Enterprise (DBE) Program policy state update.
2. Motion to submit the required SF425 annual performance report for all open grants to the FAA.

ACTIVE GRANT SUMMARY

- AIP 38: Runway 18-36 pavement rehab, Design – Currently 77.10% (90% Federal, 5% State, 5% Local)
- AIP 39: Runway 18-36 pavement rehab, remaining Design, the Taxiway D-4 Feasibility Study, and the design of the 10-unit T-hangar / Taxilane – Currently 95.14% (90% Federal, 5% State, 5% Local)
- AIP 40: T-Hangar and Taxilanes - Total grant amount \$848,666, Currently 0% (90% Federal, 5% State, 5% Local)

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation Design (AIP-38) – 90% Federal
 - Plans are ready for advertising once the FAA establishes the grant schedule for FY2024.
 - The FAA has informed us via INDOT that the project needs to move to FY 2025 due to FAA funding. Between the FAA continuing resolution and projects that were not funded last year many projects had to slide one year.
 - See the revised funding schedule from INDOT and FAA.
2. Runway 18-36 Pavement Rehab Design, Taxiway D4 Feasibility Study, and T-hangar/Taxilane Design (AIP-39) – 90% Federal
 - The Taxiway D-4 study was revised and resubmitted with Alternative 2 as the proposed option which was the declared distance option.
 - Closeout submitted for this grant.
3. T-hangar/Taxilane design project
 - Currently working on getting construction contract, payment bond, performance bond, and certificate of insurance in place with the contractor.
 - A pre-construction meeting was held on October 9, 2024, see attached summary.

Most recent CIP from INDOT/FAA

Federal F.Y. 2024-2029 Anticipated Airport Capital Improvement Program										
Airport Name	Project Year	Entitlement Funds	Apportionment Funds	Discretionary Funds	BIL Allocation Funds	Matching State Funds	Matching Local Funds	Total Cost	BIL Funds Contract Tower	Project Description
Elkhart	2024				\$763,800	\$42,433	\$42,433	\$848,667	\$0	NPE Rollover
Elkhart	2024					\$1,325	\$1,325	\$26,500	\$25,175	Construct Taxilane and 10-unit T-hanger, Phase 1 reimbursement
Elkhart	2024					\$100,000	\$100,000	\$2,000,000		Air Traffic Control Tower Improvements
Elkhart	2025	\$450,000		\$1,350,000	\$294,000	\$16,333	\$16,333	\$326,667		Rehabilitate RW 18/36 - Construction
Elkhart	2025					\$26,628	\$26,628	\$532,569		Construct Taxilane and 10-unit T-hanger, Phase 2 reimbursement
Elkhart	2026	\$150,000	\$329,312		\$294,000	\$16,333	\$16,333	\$326,667		Land Acquisition for Approach Protection, Easements and Parcels 67 & 77 -
Elkhart	2026					\$6,794	\$6,794	\$135,870		Construct Taxilane and 10-unit T-hanger, Phase 3 reimbursement
Elkhart	2027	\$122,283				\$45,000	\$45,000	\$900,000		Runway 18-36 Lighting Rehabilitation - Design
Elkhart	2028	\$177,717		\$632,283		\$6,667	\$6,667	\$133,333		Runway 18-36 Lighting Rehabilitation - Construction
Elkhart	2029	\$120,000				\$5,833	\$5,833	\$116,667		Taxiway D Lighting Rehabilitation - Environmental/Design
Elkhart	2029	\$30,000	\$75,000							Taxiway D Pavement Rehabilitation - Environmental/Design

**Public Meeting of the Board of Aviation Commissioners:
Wednesday October 30, 2024 at 4:00pm**

**As always, the public is welcome to attend in-person. Location is:
Elkhart Municipal Airport
1211 CR 6W, Elkhart, IN 46514
1st floor Administration building (blue building just west of the control tower)**

**For virtual attendance, to view AND participate* in the meeting
Please visit:**

**<https://signin.webex.com/join>
Join by meeting number: 2303 314 0699
Meeting password: BOACOct2024**

***In order to participate virtually, you must have your camera on and name displayed.**

10-30-2024

Digital Sign Elkhart Municipal Airport
1211 Co. Rd. 6 W., Elkhart, In. 46514

Quote Specifications

SPECIFIC SCOPE OF WORK

1. Sign Installation Technician will visit site to identify requirements for sign installation.
2. (Provide customer assurance that the existing steel sign posts are compatible).
3. Supply and install 1 double sided 4' x 8', 8 mm, 41,472 pixel per face full color Watchfire message center to existing steel sign posts.
4. Provide standard Watchfire 5 year parts warranty.
5. Provide access to web-based message center training.
6. * Supply and install LED lighting behind top of existing sign face.
7. Provide 2 year Labor warranty.

CUSTOMER RESPONSIBILITY

1. Provide electrical service per sign provider specification.
2. Pay all required permit fees.
3. Remove and dispose of existing sign and disposable items generated from installation.
- 4.

ALTERNATE QUOTE #1

1. Replace existing 3' X 8' wide double-sided face-lit LED lightbox.
2. White polycarbonate faces with applied vinyl graphics.

*Choosing Alternate #1 eliminates the need for #6.

All parties interested in providing a quote must do so by email or USPS no later than November 8, 2024.

Any questions pertaining to these quote specifications should be directed to David Sandsmark, Elkhart Airport Maintenance Supervisor. David.sandsmark@coei.org (574) 361-2123



City of Elkhart, Indiana
the city with a heart

MEMORANDUM


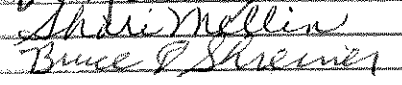
DATE: September 25, 2024
TO: Board of Aviation Commissioners
FROM: Andy Jones
RE: **2024 Disadvantaged Business Enterprise (DBE) Program policy**

Please approve the attached 2024 Disadvantaged Business Enterprise (DBE) policy established by the Board of Aviation Commissioners which complies with policy regarding nondiscrimination in the award & administration of Department of Transportation (DOT)-assisted contracts. This policy is pending approval by the City Legal Department. I ask the BOAC to approve this policy pending legal approval **AND** give permission to the BOAC President to sign this policy on behalf of the City.

Please approve the attached policy regarding Disadvantage Business Enterprise AND give permission for the Board of Aviation Commissioners President to sign this policy.

Thank you,


Andy Jones

Date 09.25.24
Approved by City of Elkhart
Board of Aviation Commissioners



POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement


The Elkhart Board of Aviation Commissioners, owner of the Elkhart Municipal Airport (EKM), has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Elkhart Board of Aviation Commissioners has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Elkhart Board of Aviation Commissioners has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Elkhart Board of Aviation Commissioners to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also Elkhart Board of Aviation Commissioners policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT- assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, the Airport Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Elkhart Board of Aviation Commissioners in its financial assistance agreements with the Department of Transportation.

The Elkhart Board of Aviation Commissioners has disseminated this policy statement to all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on Elkhart Board of Aviation Commissioners DOT-assisted contracts. The distribution was accomplished by notice on the official website.

President 
Doug Thorne

Date 10.30.24

Commissioners will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

Bidders List

Elkhart Board of Aviation Commissioners will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Elkhart Board of Aviation Commissioners will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

This information will be collected per **ATTACHMENT 3**.

Elkhart Board of Aviation Commissioners will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Elkhart Board of Aviation Commissioners will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Elkhart Board of Aviation Commissioners will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Elkhart Board of Aviation Commissioners is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

Elkhart Board of Aviation Commissioners is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Elkhart Board of Aviation Commissioners is in compliance with it and Part 26. Elkhart Board of Aviation Commissioners will continue to carry out this program until all funds from DOT financial assistance have been expended. Elkhart Board of Aviation Commissioners does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Elkhart Board of Aviation Commissioners:

Andy Jones
Airport Director
1211 County Road 6W
Elkhart, IN 46514
Andy.Jones@coei.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Elkhart Board of Aviation Commissioners complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the President of the Elkhart Board of Aviation Commissioners concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **ATTACHMENT 2** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of two (2) to assist in the administration of the program. The duties and responsibilities include the following:

Elkhart Board of Aviation Commissioners ensures prompt and full payment of retainage from the prime contractor to the subcontractor within **thirty (30)** days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Elkhart Board of Aviation Commissioners has selected the following method to comply with this requirement:

1. Elkhart Board of Aviation Commissioners will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Elkhart Board of Aviation Commissioners payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, Elkhart Board of Aviation Commissioners includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

Prompt Payment Monitoring for DBEs and Non-DBEs

Elkhart Board of Aviation Commissioners clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Elkhart Board of Aviation Commissioners undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner until the final payment

- All matters shall be discussed and condensed in writing.
- The matter will be brought to the DBELO to determine next steps, i.e., seek advice of an appointed attorney and/or involve the Board.
- A clear next step will be determined as quickly as possible.

Elkhart Board of Aviation Commissioners has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage.

(1) Alternative dispute resolution (ADR)

A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms

Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- Subcontractor should first attempt to bring the dispute to the attention of the prime contractor in writing.
- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by Elkhart Board of Aviation Commissioners to resolve prompt

codes to be supplemented with specific descriptions of the type(s) of work the firm performs.

- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
 1. Physical location
 2. NAICS code(s)
 3. Work descriptions
 4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Elkhart Board of Aviation Commissioners has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Elkhart Board of Aviation Commissioners has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

Elkhart Board of Aviation Commissioners implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

Elkhart Board of Aviation Commissioners actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by the entity contractually obligated to do so. This mechanism to maintain a running tally of overall goal attainment will be used to inform Elkhart Board of Aviation Commissioners' decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

participation. Elkhart Board of Aviation Commissioners acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Elkhart Board of Aviation Commissioners does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Elkhart Board of Aviation Commissioners will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Elkhart Board of Aviation Commissioners will submit its Overall Three-year DBE Goal to **FAA** by August 1st of the year in which the goal is due, as required by the schedule established by **FAA**.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Elkhart Board of Aviation Commissioners does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Elkhart Board of Aviation Commissioners will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Elkhart Board of Aviation Commissioners will use Census Bureau Data as a method to determine the base figure. Elkhart Board of Aviation Commissioners understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Elkhart Board of Aviation Commissioners will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Project Goals

If permitted or required by the **FAA**, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Elkhart Board of Aviation Commissioners understands that prior **FAA** concurrence with the overall goal is not required. However, if the **FAA** review suggests that the overall goal has not been correctly calculated or that the method employed by Elkhart Board of Aviation Commissioners for calculating goals is inadequate, **FAA** may, after consulting with Elkhart Board of Aviation Commissioners, adjust the overall goal or require that the goal be adjusted by Elkhart Board of Aviation Commissioners. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **ATTACHMENT 5** to this program.

Section 26.47 Failure to meet overall goals

Elkhart Board of Aviation Commissioners cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Elkhart Board of Aviation Commissioners fails to administer its DBE program in good faith.

Elkhart Board of Aviation Commissioners understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Elkhart Board of Aviation Commissioners understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
 8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
 9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **ATTACHMENT 5** to this program.

Elkhart Board of Aviation Commissioners will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal Share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

For each DBE listed as a regular dealer or distributor Elkhart Board of Aviation Commissioners will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Elkhart Board of Aviation Commissioners will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Elkhart Board of Aviation Commissioners solicits proposals to design and build a project with minimal project details at time of letting, Elkhart Board of Aviation Commissioners may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Elkhart Board of Aviation Commissioners will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Elkhart Board of Aviation Commissioners and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Elkhart Board of Aviation Commissioners will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Elkhart Board of Aviation Commissioners **will count** the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Elkhart Board of Aviation Commissioners will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Elkhart Board of Aviation Commissioners' written consent as provided in § 26.53(f); and
- (2) Unless Elkhart Board of Aviation Commissioners' consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Elkhart Board of Aviation Commissioners may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) Elkhart Board of Aviation Commissioners has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Elkhart Board of Aviation Commissioners written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that Elkhart Board of Aviation Commissioners determines compels the termination of the DBE subcontractor;

Before transmitting to Elkhart Board of Aviation Commissioners the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Elkhart Board of Aviation

CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Elkhart Board of Aviation Commissioners is a **non-certifying member** of the **Indiana** Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. **Indiana** UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying **Indiana** UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Indiana Department of Transportation (INDOT)
Equity Initiative Services Department
DBECertification@indot.IN.gov

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>. See **ATTACHMENT 8**.

CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full **Indiana** UCP agreement. The Indiana UCP agreement is located here:

<https://www.in.gov/indot/doing-business-with-indot/files/INDOT-DBE-Manual-March-2021-.pdf>

See **ATTACHMENT 9**.

Section 26.81 Unified Certification Programs

Elkhart Board of Aviation Commissioners is a member of a Unified Certification Program (UCP) administered by INDOT. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

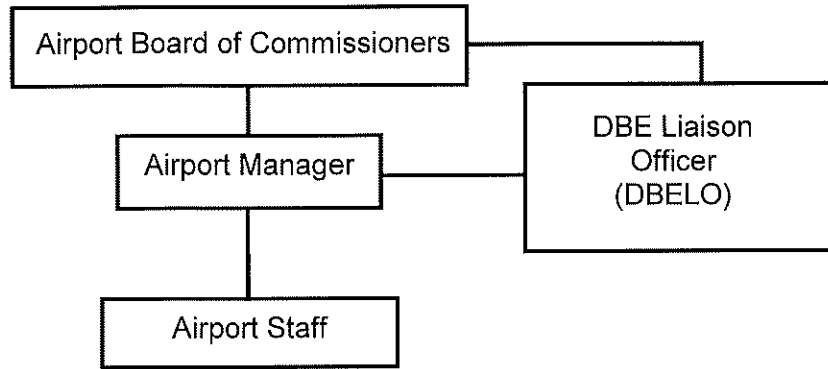
Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

ATTACHMENTS

- Attachment 1 Regulations: Link to 49 CFR Part 26 (eCFR)
- Attachment 2 Organizational Chart
- Attachment 3 Bidders List Collection Form
- Attachment 4 Link to UCP Directory of Certified Firms
- Attachment 5 Overall Goal Methodology
- Attachment 6 Demonstration of Good Faith Efforts Forms
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 Link to Certification Application Form and Personal Net Worth Statement
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

ATTACHMENT 2
ORGANIZATIONAL CHART



ATTACHMENT 4

Indiana DBE Directory may be found here:

<https://entapps.indot.in.gov/DBELocator/>

numerator referenced both 237 and 541330 NAICS codes here:

<https://entapps.indot.in.gov/DBELocator/>

All data was corrected to reflect only DBE’s doing business in the entire State not just limited to a smaller district, multiple company listings were only counted once, and the counting did not include ACDBE’s.

The data source or demonstrable evidence used to derive the denominator are found in 2022 Census NAICS codes 237 and 541330 for Indiana here:

[CBP2020.CB2000CBP - Census Bureau Tables](#)

Geographic Area Name	2017 NAICS code	Meaning of NAICS code	Meaning of Legal form of or...	Meaning of Employment siz...	Year	Number of establishments
Ohio	237	Heavy and civil engineering co...	All establishments	All establishments	2020	1,059

Geographic Area Name	2017 NAICS code	Meaning of NAICS code	Meaning of Legal form of or...	Meaning of Employment siz...	Year	Number of establishments
Ohio	541330	Engineering services	All establishments	All establishments	2020	1,664

When we divided the numerator by the denominator we arrived at the base figure for our overall goal as follows:

Step 1 - Calculate Base Figure (BF):

$$BF = \left[\begin{array}{c} \text{Construction} \\ \text{\% of Project} \end{array} \times \frac{\text{Ready, willing and able} \\ \text{DBE construction firms}}{\text{All construction firms} \\ \text{ready, willing and able}} + \begin{array}{c} \text{Professional} \\ \text{Services \% of} \\ \text{Project} \end{array} \times \frac{\text{Ready, willing and able} \\ \text{DBE professional services}}{\text{All professional services} \\ \text{firms ready, willing and} \\ \text{able}} \right] \times 100$$

$$BF = \left[0.80 \times \frac{49}{1,059} + 0.20 \times \frac{118}{1,664} \right] \times 100$$

$$BF = 5.1\%$$

The above multipliers inside the brackets can be found in the “Percent of Overall Total” row in the previous Anticipated Projects. Professional Services generally include the costs for planning, design, construction observation, material testing and soft costs associated with land acquisition.

Step 2 – Adjust BF:

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

Elkhart Board of Aviation Commissioners will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation [see §26.51(f)] and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, Elkhart Board of Aviation Commissioners provided for consultation and publication. This process included consultation with minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Elkhart Board of Aviation Commissioners efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation are as follows.

The consultation engaged in was a public meeting held by the Board at a regularly scheduled meeting.

The following comments were received during the course of the consultation:
No comments received.

A notice of the proposed goal was published on the Elkhart Board of Aviation Commissioners official website before the methodology was submitted to FAA.

If the proposed goal changes following review by FAA, the revised goal will be posted on Elkhart Board of Aviation Commissioners official website.

Notwithstanding paragraph (f)(4) of §26.45, Elkhart Board of Aviation Commissioners proposed goals will not be implemented until this requirement has been met.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1, 2, and 3

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

- Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

Name & Title

Signature

Date

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024



U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan. **DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.**

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? YES NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? YES NO (If "YES," Go to Question 2. If "NO" Continue.)

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory? YES NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? YES NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)? YES² NO³

a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? YES² NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

[Signature line for DBE Owner/Authorized Representative]

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

[Signature line for Bidder's Authorized Representative]

ATTACHMENT 8

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

ATTACHMENT 10

Small Business Element

An element to structure contracting requirements has been created to facilitate competition by small business concerns per 49 CFR Part 26.39, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. For clarification purposes, 49 CFR Part 26.5 states, "*Small business concern* means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b)." 13 CFR 121.402 defines "What size standards are applicable to Federal Government Contracting programs"

1. Objective/Strategies

- (1) Prime contracts under \$1 million will be set-aside for small businesses. Only those firms meeting the definition of a small business, as described below, will be eligible for award of these contracts.
- (2) In multi-year design-build contracts or other large contracts (e.g., for "megaprojects") requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- (5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definition

- DBE firms should be identified in the Small Business element of the recipient's DBE program as eligible for the program unless there is a DBE micro-Small Business Program element in place.
- Size standard should be consistent with 49 CFR 26.5 and must be no larger than the Small Business Administration's size standards. DBE firms and small firms eligible for the program should be similarly sized to reduce competitive conflict between DBE and non-DBE firms.

Fostering Small Business Participation	
Sponsor's Name:	
Airport Name:	
City, State:	
AIP Number:	
Federal Fiscal Year:	

In accordance with Section 26.39 the following detailed list shall be completed by Prime Contractor(s) for Construction Work Items as well as by Prime Contractor(s) for Professional Services Work Items. Note: The firms listed below may or may not be certified DBEs.

Small Business Firms to be Utilized (Name, Address, Phone)		Work to be Performed	Total Estimated Cost of Work
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

(Duplicate form as necessary.)

The following notation is for Sponsor Use Only:

Accepted by: _____ Date: _____

Shaw, Karen

From: Davis, Kevin
Sent: Tuesday, October 8, 2024 9:53 AM
To: Shaw, Karen
Subject: Fw: EXTERNAL: RE: DBE Policy

Karen

You were left out of the process. Please see below.

Thank you

Kevin

Kevin Davis



City of Elkhart
Department of Law

Deputy City Attorney

229 S. Second Street

Elkhart, Indiana 46516

Kevin.Davis@coei.org

www.elkhartindiana.org

(Tel.) 574-294-5471;1079

Mobile: 574-612-0406

From: Davis, Kevin <kevin.davis@coei.org>

Sent: Thursday, September 26, 2024 12:35 PM

To: Paul Shaffer <PShaffer@bfsengr.com>

Cc: Jones, Andy <Andy.Jones@coei.org>; Shaw, Karen <Karen.Shaw@coei.org>; Andrew Maksymovitch <AMaksymovitch@bfsengr.com>

Subject: Re: EXTERNAL: RE: DBE Policy

Paul

Thank you for getting back with me. If the BOAC (Andy) is completing this process with BF&S guidance, then we can move forward with this acknowledgement. I want to make sure we are not handing this responsibility over to BF&S and relying solely BF&S to complete process with little to no involvement by the BOAC.

Thank you

Kevin

Kevin Davis



City of Elkhart
Department of Law

Deputy City Attorney

229 S. Second Street

Elkhart, Indiana 46516

Kevin.Davis@coei.org

www.elkhartindiana.org

(Tel.) 574-294-5471;1079

Mobile: 574-612-0406

From: Paul Shaffer <PShaffer@bfsengr.com>

Sent: Thursday, September 26, 2024 11:48 AM

To: Davis, Kevin <kevin.davis@coei.org>

Cc: Jones, Andy <Andy.Jones@coei.org>; Shaw, Karen <Karen.Shaw@coei.org>; Andrew Maksymovitch <AMaksymovitch@bfsengr.com>

Subject: EXTERNAL: RE: DBE Policy

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Kevin,

You are correct. The BOAC is responsible for the DBE program. The BOAC hires us to take them through the steps. In each of our agreements we have a grant administration item. We consider the reporting requirements, program meeting requirements, contractor payment requirements, contract language requirements, and oversight requirements grant administration items. Every 3 years the DBE goals are renewed which is what the fostering small business, and more would fall under which requires advertisement in the paper and a public hearing that takes place as part of the BOAC meeting. This is usually billed to the airports general service number because it is outside the normal routine project related items. At the end of the day, we want and need the BOAC to be compliant so they can continue to receive federal grants.

Thanks,
Paul



Paul Shaffer, P.E.
Executive Vice President
Butler, Fairman & Seufert, Inc.
p 317-713-4615 c 317-370-2006
PShaffer@bfsengr.com | www.bfsengr.com

8450 Westfield Blvd., Suite 300, Indianapolis, IN 46240-8302



From: Davis, Kevin <kevin.davis@coei.org>

Sent: Thursday, September 26, 2024 11:32 AM

To: Paul Shaffer <PShaffer@bfsengr.com>

Cc: Jones, Andy <Andy.Jones@coei.org>; Shaw, Karen <Karen.Shaw@coei.org>

Subject: DBE Policy

Paul

Good Morning. I am following up with you regarding the DBE policy. As I read through the policy, the language directs the BOAC to take certain steps and ensure compliance with different areas of this program. There are reporting requirements, program meeting requirements, contractor payment requirements, contract language requirements, oversight requirements, fostering small business, and more. Is BF&S taking the responsibility to monitor the BOAC's compliance with this program? The language in the agreement is directed

at the BOAC to ensure compliance but is BF&S doing this for the BOAC? If BF&S is monitoring this program for the BOAC, is there anything in writing between the BOAC and BF&S explaining this relationship? Please advise.

Thank you

Kevin

Kevin Davis



City of Elkhart
Department of Law

Deputy City Attorney
229 S. Second Street
Elkhart, Indiana 46516
Kevin.Davis@coei.org
www.elkhartindiana.org
(Tel.) 574-294-5471;1079
Mobile: 574-612-0406

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City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: October 17, 2024
TO: Board of Aviation Commissioners
FROM: Andy Jones
RE: **Agreement between EKM & Dexter Axle for their usage of the Airport's Perimeter Road for Recreational Vehicle Road Testing & request for the Board President to sign this agreement.**

Please approve the agreement between Dexter Axle & Elkhart Municipal Airport. This agreement will outline Dexter Axle's usage of Perimeter Rd to perform Recreational Vehicle Road Testing and will be held on October 17,18, 22 & 23, 2024. This agreement has been approved by the City legal department and I ask the BOAC to approve this agreement **AND** give permission to the BOAC President to sign this agreement on behalf of the City.

Please approve agreement for Dexter Axle's RV road testing and give permission for the Board of Aviation Commissioners President to sign this agreement.

Thank you,

Andy Jones

Date 10.30.24
Approved by City of Elkhart
Board of Aviation Commissioners

ELKHART MUNICIPAL AIRPORT LICENSE AGREEMENT

This Facility License Agreement ("Agreement") is made as of October 10, 2024, by and between the City of Elkhart by and through its Board of Aviation Commission ("Licensor"), a municipal corporation located at 229 S. Second Street Elkhart IN 46516, and Dexter Axle Company LLC, a foreign Limited Liability Company, located at 2900 Industrial Parkway East, Elkhart IN 46516 ("Licensee").

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: Elkhart Municipal Airport Perimeter Road (the "Licensed Facility").

1. DATE, TIME and PURPOSE OF USE

- a. Licensee shall have access and use of the Licensed Facility on October 17 and 18, 2024 each day between the hours of 8:00 a.m. and 5:00 p.m.
- b. Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the parties, specifically Recreational Vehicle Road Test ("Event").
- c. Licensee's use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the space or Licensor's other property or premises.
- d. Set up requirements and program details must be worked out and approved by the Board of Aviation Commissioner (BOAC).

2. FEES

- a. Licensee agrees to donate to Licensor the following donation fee for use of the Licensed Facility: **\$1,000**
- b. Within thirty (30) days following Licensee's use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor's repair or cleaning of the Licensed Facility pursuant to this Agreement. Licensee shall settle any outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor's failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver of Licensee's responsibility for damage. Licensee shall also be responsible for any attorney's fees associated with Licensor's collection of any outstanding balance.

3. **INDEMNIFICATION**

Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

4. **COMPLIANCE WITH APPLICABLE LAWS OF ELKHART COUNTY AND THE CITY OF ELKHART POLICY**

This Agreement shall be governed by the laws of the State of Indiana. Licensee will comply with all laws of the United States, the State of Indiana, all rules and requirements of the police and fire department or other authorities of the city, county or state, and all policies of Elkhart County and the City of Elkhart. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or Elkhart County or the City of Elkhart policies.

5. **CONTROL OF FACILITY AND RIGHT TO ENTER**

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licensor's obligations under this Agreement.

6. **DAMAGE TO PREMISES**

- a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.

- b. If the taxiway or any portion of the Airport during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licensor upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for clean-up of the space used at the Licensed Facility. The costs for any labor of Licensor's employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licensor's standard hourly rate.

7. **INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licensor proof of, insurance under the following terms and conditions:

- a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licensor a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.
- b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The City of Elkhart" as an additional insured with minimum limits of \$1,000,000 for each occurrence for commercial liability and \$2,000,000 in the aggregate on the general liability. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor. Licensee shall carry and maintain \$1,000,000 in combined single limit automobile liability. The Licensee shall maintain and carry \$1,000,000 insurance under umbrella liability.
- c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensor and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Licensor no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensor reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The parties agree that Licensor will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.
- d. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.

- e. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

8. **TERMS & CONDITIONS**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Elkhart County, Indiana.
- b. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- c. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- f. Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.
- g. All access areas including taxiways and runways must be kept clear in case an emergency arises. No portions of the Facility shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the Event.
- h. Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.
- i. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.

- j. This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement.
- k. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

9. **Notice**

All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, may be served by mail, email, or hand delivery as provided below:

The City of Elkhart
 Attn: Corporation Counsel
 Indiana 229 S. Second Street
 Elkhart, IN 46516,
 Email: Legalmail@coei.org

Dexter Axle Company LLC
 CT Corporation System (Registered Agent)
 334 North Senate Avenue
 Indianapolis, IN 46204

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

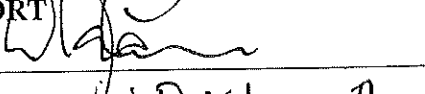
LICENSOR:

LICENSEE:

DEXTER AXLE COMPANY LLC

THE CITY OF ELKHART MUNICIPAL AIRPORT

By: 

By: 

Printed Name: Rob Gelven

Printed Name: W Douglas Thomas

Title: VP, Product Engineering

Title: BOAC President

Date: 16-Oct-2024

Date: Oct 16, 2024

ELKHART MUNICIPAL AIRPORT LICENSE AGREEMENT

This Facility License Agreement (“Agreement”) is made as of October 10, 2024, by and between the City of Elkhart by and through its Board of Aviation Commission (“Licensor”), a municipal corporation located at 229 S. Second Street Elkhart IN 46516, and Dexter Axle Company LLC, a foreign Limited Liability Company, located at 2900 Industrial Parkway East, Elkhart IN 46516 (“Licensee”).

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: Elkhart Municipal Airport Perimeter Road (the “Licensed Facility”).

1. DATE, TIME and PURPOSE OF USE

- a. Licensee shall have access and use of the Licensed Facility on October 17 – 18 and 22-23 2024 each day between the hours of 8:00 a.m. and 5:00 p.m.
- b. Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the parties, specifically Recreational Vehicle Road Test (“Event”).
- c. Licensee’s use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor’s other use or occupation of the space or Licensor’s other property or premises.
- d. Set up requirements and program details must be worked out and approved by the Board of Aviation Commissioner (BOAC).
- e. Licensee will provide the BOAC with two business days’ notice prior to use of Licensor’s facility
- f. Licensor will not unreasonably deny Licensor permission to use the Licensed Facility.

2. FEES

- a. Licensee agrees to donate to Licensor the following donation fee for use of the Licensed Facility: **\$500 per day**
- b. Within thirty (30) days following Licensee’s use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor’s repair or cleaning of the Licensed Facility pursuant to this Agreement. Licensee shall settle any outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor’s failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver of Licensee’s responsibility for damage. Licensee shall also

be responsible for any attorney's fees associated with Licensor's collection of any outstanding balance.

3. **INDEMNIFICATION**

Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

4. **COMPLIANCE WITH APPLICABLE LAWS OF ELKHART COUNTY AND THE CITY OF ELKHART POLICY**

This Agreement shall be governed by the laws of the State of Indiana. Licensee will comply with all laws of the United States, the State of Indiana, all rules and requirements of the police and fire department or other authorities of the city, county or state, and all policies of Elkhart County and the City of Elkhart. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or Elkhart County or the City of Elkhart policies.

5. **CONTROL OF FACILITY AND RIGHT TO ENTER**

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licensor's obligations under this Agreement.

6. **DAMAGE TO PREMISES**

- a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.
- b. If the taxiway or any portion of the Airport during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licensor upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for clean- up of the space used at the Licensed Facility. The costs for any labor of Licensor's employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licensor's standard hourly rate.

7. **INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licensor proof of, insurance under the following terms and conditions:

- a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licensor a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.
- b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The City of Elkhart" as an additional insured with minimum limits of \$1,000,000 for each occurrence for commercial liability and \$2,000,000 in the aggregate on the general liability. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor. Licensee shall carry and maintain \$1,000,000 in combined single limit automobile liability. The Licensee shall maintain and carry \$1,000,000 insurance under umbrella liability.
- c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensor and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Licensor no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensor reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The parties agree that Licensor will not be responsible for

any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.

- d. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.
- e. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

8. **TERMS & CONDITIONS**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Elkhart County, Indiana.
- b. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- c. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- f. Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.
- g. All access areas including taxiways and runways must be kept clear in case an emergency arises. No portions of the Facility shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the Event.
- h. Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.

- i. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.
- j. This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement.
- k. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

9. **Notice**

All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, may be served by mail, , email, or hand delivery as provided below:

The City of Elkhart
 Attn: Corporation Counsel
 Indiana 229 S. Second Street
 Elkhart, IN 46516,
 Email: Legalmail@coei.org

Dexter Axle Company LLC
 CT Corporation System (Registered Agent)
 334 North Senate Avenue
 Indianapolis, IN 46204

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

LICENSOR:

DEXTER AXLE COMPANY LLC

By: _____

Printed Name: Rob Gelven

LICENSEE:

THE CITY OF ELKHART MUNICIPAL AIRPORT

By: _____

Printed Name: Doug Thorne

BOAC President

Title: VP of Engineering & Innovation Title: _____
Date: 10.22.24 Date: _____



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: October 30, 2024
TO: Board of Aviation Commissioners
FROM: Andy Jones
RE: **Signature on Federal Financial Reports for AIP-40 (10-unit T-Hangar project)**

Please approve signature on the federal financial report (SF425) for AIP-40 (10-unit T-Hangar project). This request has been approved by the City Legal Department. I also ask the BOAC to give permission for the BOAC President to sign this attached federal financial report on behalf of the City.

Please approve the ratification of signatures and give permission for the Board of Aviation Commissioners President to sign the federal financial report for AIP-40.

Thank you,

Andy Jones

Date 10.30.24
Approved By City of Elkhart
Board of Aviation Commissioners

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-18-0018-040-2024
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 0	6. EMPLOYER IDENTIFICATION NUMBER 35-6001016	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER WKESQNN9VGL7	

8. PERIOD COVERED BY THIS REQUEST
From: 08/24/2024 To: 09/30/2024

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport

Street1: 1211 County Road 6 W

Street2:

City: Elkhart

County:

State: IN: Indiana

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 46514-000

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country:

ZIP / Postal Code:

11.

STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a) 90	(b)	(c)	
a. Administrative expense	\$	\$	\$	\$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (<i>sum of lines a thru m</i>)				
o. Deductions for program income				
p. Net cumulative to date (<i>line n minus line o</i>)				
q. Federal share to date	0.00			0.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (<i>sum of lines q and r</i>)	0.00			0.00
t. Federal payments previously requested	0.00			0.00
u. Amount requested for reimbursement	\$ 0.00	\$	\$	\$ 0.00
v. Percentage of physical completion of project	0.00 %	%	%	0.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 10/30/2024
--	-------------------------------------

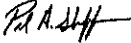
TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:
Last Name: Thorne Suffix:
Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE SIGNED 10/30/2024
--	---------------------------

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:
Last Name: Shaffer Suffix:
Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615



City of Elkhart, Indiana
the city with a heart

MEMORANDUM


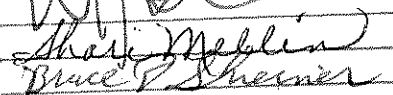
DATE: October 30, 2024
TO: Board of Aviation Commissioners
FROM: Andy Jones
RE: **Ratification of Signatures on Federal Financial Reports**

Please ratify signatures on the federal financial report (SF425) for AIP-38 and AIP-39. The Airport Manager previously signed on behalf of the City & I ask that the BOAC ratify this signature. This request has been approved by the City Legal Department. I also ask the BOAC to give permission for the BOAC President to sign this attached federal financial report on behalf of the City.

Please ratify signatures and give permission for the Board of Aviation Commissioners President to sign the federal financial report for AIP-38 & AIP-39.

Thank you,


Andy Jones

Date 10.30.24
Approved by City of Elkhart
Board of Aviation Commissioners



Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: City of Elkhart Street1: 1211 County Road 6 W Street2: City: Elkhart County: State: IN: Indiana Province: Country: USA: UNITED STATES ZIP / Postal Code: 46514-0000			
4a. UEI WKESQNN9VGL7	4b. EIN 35-6001016	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	8. Project/Grant Period From: To:	9. Reporting Period End Date 09/30/2024
10. Transactions <i>(Use lines a-c for single or multiple grant reporting)</i> Federal Cash (To report multiple grants, also use FFR attachment):			Cumulative
a. Cash Receipts			227,148.00
b. Cash Disbursements			227,148.00
c. Cash on Hand (line a minus b)			0.00
<i>(Use lines d-o for single grant reporting)</i> Federal Expenditures and Unobligated Balance:			
d. Total Federal funds authorized			0.00
e. Federal share of expenditures			0.00
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			0.00
h. Unobligated balance of Federal Funds (line d minus g)			0.00
Recipient Share:			
i. Total recipient share required			0.00
j. Recipient share of expenditures			0.00
k. Remaining recipient share to be provided (line i minus j)			0.00
Program Income:			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m and line n)			0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Totals:				<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).


a. Name and Title of Authorized Certifying Official

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

b. Signature of Authorized Certifying Official *Doug Thorne*



c. Telephone (Area code, number and extension)

d. Email Address

e. Date Report Submitted

14. Agency use only:

Federal Financial Report Attachment
(For reporting multiple grants)

1. Federal Agency and Organizational Element to Which Report is Submitted (Box 1 on Page 1) <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Federal Aviation Administration</div>		2. Recipient Organization (Box 3 on Page 1) <div style="border: 1px solid black; padding: 2px; min-height: 20px;">City of Elkhart</div>	
3a. UEI (Box 4a on Page 1) <div style="border: 1px solid black; padding: 2px; min-height: 20px;">WKESQNN9VGL7</div>	3b. EIN (Box 4b on Page 1) <div style="border: 1px solid black; padding: 2px; min-height: 20px;">35-6001016</div>	4. Reporting Period End Date (Box 9 on Page 1) <div style="border: 1px solid black; padding: 2px; min-height: 20px;">09/30/2024</div>	
5. List Information below for each grant covered by this report.			
Federal Grant Number	Recipient Account Number	Cumulative Federal Cash Disbursement	
<div style="border: 1px solid black; padding: 2px; min-height: 20px;">AIP 3-18-0018-038-2022</div>	<div style="border: 1px solid black; padding: 2px; min-height: 20px;">.</div>	\$	<div style="border: 1px solid black; padding: 2px; min-height: 20px; text-align: right;">115,647.00</div>
<div style="border: 1px solid black; padding: 2px; min-height: 20px;">AIP 3-18-0018-039-2022</div>	<div style="border: 1px solid black; padding: 2px; min-height: 20px;">.</div>	\$	<div style="border: 1px solid black; padding: 2px; min-height: 20px; text-align: right;">111,501.00</div>
<div style="border: 1px solid black; padding: 2px; min-height: 20px;">AIP 3-18-0018-040-2024</div>	<div style="border: 1px solid black; padding: 2px; min-height: 20px;">.</div>	\$	<div style="border: 1px solid black; padding: 2px; min-height: 20px; text-align: right;">0.00</div>
TOTAL (Should correspond to the amount on Line 10b on Page 1)		\$	<div style="border: 1px solid black; padding: 2px; min-height: 20px; text-align: right;">227,148.00</div>

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS	1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
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3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-18-0018-038-2022
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5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 7	6. EMPLOYER IDENTIFICATION NUMBER 35-6001016	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER WKESQNN9VGL7
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8. PERIOD COVERED BY THIS REQUEST
From: 11/29/2023 To: 01/31/2024

9. RECIPIENT ORGANIZATION

Name: City of Elkhart

Street1: 1211 County Road 6 W

Street2:

City: Elkhart

County:

State: IN: Indiana

Province:

Country: USA; UNITED STATES

ZIP / Postal Code: 46514-000

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country:

ZIP / Postal Code:

11.

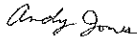
STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a) 90	(b)	(c)	
a. Administrative expense	\$	\$	\$	\$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees	128,496.91			128,496.91
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	128,496.91			128,496.91
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	128,496.91			128,496.91
q. Federal share to date	115,647.00			115,647.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	115,647.00			115,647.00
t. Federal payments previously requested	113,379.00			113,379.00
u. Amount requested for reimbursement	\$ 2,268.00	\$	\$	\$ 2,268.00
v. Percentage of physical completion of project	77.10 %	%	%	77.10 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 01/31/2024
--	-------------------------------------

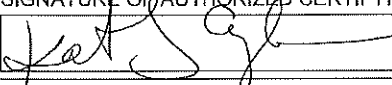
TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Andy Middle Name:
Last Name: Jones Suffix:
Title: Airport Manager

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE SIGNED 01/31/2024
--	---------------------------

TYPED OR PRINTED NAME AND TITLE

Prefix: Mrs. First Name: Katherine Middle Name:
Last Name: England Suffix:
Title: Capital Planner

TELEPHONE (Area code, number, and extension)

317-713-4615

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS	1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
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3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-18-0018-039-2022
--	---

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 6	6. EMPLOYER IDENTIFICATION NUMBER 35-6001016	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER WKESQNN9VGL7
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8. PERIOD COVERED BY THIS REQUEST
From: 03/29/2023 To: 04/26/2023

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport

Street1: 1211 County Road 6 W

Street2:

City: Elkhart

County:

State: IN: Indiana

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 46514-000

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country:

ZIP / Postal Code:

11.


STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a) 90	(b)	(c)	
a. Administrative expense	\$	\$	\$	\$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees	120,890.00			120,890.00
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost	3,000.00			3,000.00
n. Total cumulative to date (<i>sum of lines a thru m</i>)	123,890.00			123,890.00
o. Deductions for program income				
p. Net cumulative to date (<i>line n minus line o</i>)	123,890.00			123,890.00
q. Federal share to date	111,501.00			111,501.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (<i>sum of lines q and r</i>)	111,501.00			111,501.00
t. Federal payments previously requested	104,072.00			104,072.00
u. Amount requested for reimbursement	\$ 7,429.00	\$	\$	\$ 7,429.00
v. Percentage of physical completion of project	95.14 %	%	%	95.14 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT


SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 04/26/2023
---	-------------------------------------

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE SIGNED 04/26/2023
---	---------------------------

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)



City of Elkhart, Indiana
the city with a heart

MEMORANDUM


DATE: October 30, 2024
TO: Board of Aviation Commissioners
FROM: Andy Jones
RE: Agreement between EKM & Cintas First Aid & Safety

Please approve the attached agreement between Cintas First Aid/Safety & Elkhart Municipal Airport (EKM). This agreement outlines the services for first aid cabinet refills & eye wash station services for the Maintenance Department. This agreement has been reviewed & approved by the City legal department and I ask the BOAC to approve this agreement **AND** give permission to the BOAC President to sign this agreement on behalf of the City.

Please approve the attached agreement between Cintas First Aid/Safety & Elkhart Municipal Airport AND give permission for the Board of Aviation Commissioners President to sign this agreement.

Thank you,


Andy Jones

Date 10.30.24
Approved by City of Elkhart
Board of Aviation Commissioners

Sharon Melton
Bruce P. Shreiner

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. **ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT.** To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
 - a. Subject to Section 2.b, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
 - b. To the extent Customer is solely purchasing First Aid products and services under this Acceptance Agreement (as selected on page 1), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
 - a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
 - b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
 - c. Pre-owned AED Devices. AED Device(s) the Customer owned before entering into this Acceptance Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Acceptance Agreement. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing.
 - d. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.
 - e. **Scope and Limitations of Sale.** The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.

Cintas Representative Initials:

Customer Initials:

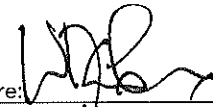
CINTAS GENERAL SERVICE TERMS SECTION (cont.)

4. **WaterBreak® Cooler Units Terms and Conditions.** (Applicable only if WaterBreak® Cooler Units are provided):
- a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units (the "Waterbreak Unit(s)") at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

Rental Product	Replacement Cost
AED Device	\$1,995
The Safety Director® Emergency Eyewash Station	\$750
Waterbreak Unit	\$1,000

6. **TRAINING ACKNOWLEDGEMENT.** (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
7. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT,** CUSTOMER ACKNOWLEDGES THAT ALL EYEWASH STATIONS AND WATERBREAK UNITS PROVIDED UNDER THIS AGREEMENT WILL BE SUBJECT SOLELY TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.
8. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
9. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
10. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
 Yes No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
11. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
 Yes No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
12. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
 Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
 No additional terms needed
13. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: G18
 By: Zak Broadstreet
 Title: Sales Representative
 Accepted-GM: Nathan Barcus
 Cintas Enterprise Account: Yes No
 Cintas Enterprise Partner Name:

Customer Signature: 
 Print Name: Doug Thorne
 Print Title: BOAC President
 Email:
 Customer Contact:
 Customer Contact Email:

Cintas Location #: G18 PRD/MSA Expiration Date: 5/31/28 ZNAT #: ZNAT 9200002758

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? Elkhart Municipal Airport

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Karen Shaw

Account Payable Contact Phone #: (574) 264-5217

Account Payable Email: Karen.Shaw@coei.org

Payer Street Address: 1211 County Road 6 West

City: Elkhart ST/PROV: IN ZIP/PC: 46514

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: ZB Customer Initials: [Signature]

LOCATION LISTING

Cintas Representative Initials: ZB Customer Initials: WJ



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

FAA Form 5100-140, Performance Report

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The collection of this information is addressed under OMB control number 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Performance Report

Date Submitted: 10/22/2024

Grant Number: 3-18-0018-039-2022

Airport: Elkhart Municipal Airport

Location: Elkhart, Indiana

Submitted by: Grant Administrator

Reporting Period

Period Start Date: 7/1/2024

Period End Date: 9/30/2024

Grant Period of Performance

Grant Start Date: 9/19/2022

Grant End Date: 9/18/2026

Actual Accomplishments vs. Baseline Performance Goals

Task Item	Baseline Schedule	Revised Schedule	Completion Date
Establish Grant Agreement			7/12/2022
Notice to Proceed to A/E Firm 18-36 Rehab Design			11/24/2021
Notice to Proceed to A/E Firm 10-Unit T-Hangar and Taxilane			7/27/2022
Submit Final Plans and Specs 18-36 Rehab Design	3/31/2025		
Submit Final Plans and Specs 10-Unit T-Hangar and Taxilane			06/27/2024
Submit Grant Closeout Documentation 18-36 Rehab Design	10/1/2025		
Submit Grant Closeout Documentation 10-Unit T-Hangar and Taxilane	10/1/2025		

Explanation for Slippage of Goals

Provide explanation for tasks when baseline goals are not met. Provide revised schedule based on estimated impact of slippage for all subsequent task items.

Rehab project pushed to 2025 due to funding shortfalls. This grant contains a small portion of rehab design.

Summary of Cost Overruns

Provide summary of additional costs, change orders, etc. for this period.

Impact to Other Airport Improvement Program (AIP) Funded Projects

(Check one)

- No Impact (Check only if there is no impact to other AIP funded projects.)
- Potential Impact (Check and identify below impacts to other AIP funded projects.)

Impacts to Passenger Facility Charge (PFC), Facilities and Equipment (F&E) or Owner-Funded Projects

(Check one)

- No Impact (Check only if there is no impact to PFC, F&E, or Owner-funded projects.)
- Potential Impact (Check and identify below impacts to PFC, F&E or Owner-funded projects.)

Performance Report Terminology

Baseline Schedule: Anticipated date for individual tasks the Sponsor establishes at the time of grant execution.

Grant End Date: The end date of the grant period of performance; generally 1,460 days from the grant start date.

Grant Start Date: Date on which Sponsor executed the grant agreement.

Performance Goal: A target level of performance against which actual achievement can be compared (2 CFR § 200.76).

Period of Performance: Time during which the sponsor may incur new obligations to carry out project.

Potential Impact: The effect delays on this AIP project may have on other projects at the airport.

Reporting Period: Intermediary timeframe that current report addresses.

Revised Schedule: New date established for task as the result of schedule slippage.

Performance Reporting Requirement

Non-Construction Projects

A sponsor must submit a Performance Report at least annually, but not more than quarterly, until the grant period of performance end date or upon completion of the non-construction project (2 CFR § 200.328). The FAA may require submittal of the Performance Report at a greater frequency (e.g. monthly) for a sponsors the FAA deem are at an elevated risk for non-compliance with grant terms and conditions (2 CFR §200.328 and § 200.338).

The sponsor must submit each Performance Report within 30 days of the end of the reporting period. Sponsors must not submit the Performance Reports in batches at the end of the project. If a significant development, such as a major schedule or project cost change, occurs between Performance Reports, the sponsor must notify the FAA Airport District Office ADO. The FAA ADO may require the Sponsor to submit an additional Performance Report to assure effective compliance with federal requirements.

Tracked accomplishments will vary per the type of project. The following examples list common milestones the FAA expects sponsors to monitor per specific project types. Sponsor may track additional milestones that measure project performance for their own benefit.

1. Design Only Projects:

- Establishment of A/E contract
- Notice-To-Proceed to Architecture/Engineering (A/E) firm
- Final plans and specifications
- Submit Design Grant Closeout (SF-271, Invoices)

2. Land Projects

- Complete property Closure
- Record grant with local Register of Deeds
- Submit Grant Closeout Documentation (including Exhibit A property map)

3. Planning Projects

- Establish planning consultant agreement
- Approval of Critical Design Aircraft/Forecast
- Review Documents Completed
- Final Signed Documents
- Submit Grant Closeout Documentation

4. Equipment (Non-construction)

- Solicit for bids
- Award of Contract
- Acceptance inspection
- Submit grant closeout documentation

Construction Projects

The FAA has determined that sponsor submittal of FAA Form 5370-1, Construction Progress and Inspection Report, satisfies the performance reporting requirement. FAA Form 5370-1 is discussed in more detail in the current version of Advisory Circular 150/5370-6, Construction Progress and Inspection Report – Airport Improvement Program (AIP). 2 CFR § 200.328 (49 CFR § 18.40) is not explicit on the frequency of performance reporting on construction projects. Per FAA policy, the sponsor must submit FAA Form 5370-1 to the ADO at least quarterly, however, the ADO has the option to require the sponsor submit these reports on a more frequent basis.

Per FAA policy, the quarterly frequency for this report will generally provide adequate ADO monitoring for construction projects.

- The sponsor must submit FAA Form 5370-1 to the ADO for each fiscal quarter until the construction project is complete.
- The sponsor must submit each FAA Form 5370-1 within 30 days of the end of the quarter (not in batches or at the end of the project).
- The sponsor must include the certified percentage-of-completion information on FAA Form 5370-1. If not, the ADO must require the sponsor to resubmit the form with this information.
- If a major project or schedule change occurs between the reporting cycles, the sponsor must submit an out of cycle FAA Form 5370-1 to the ADO.



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

FAA Form 5100-140, Performance Report

Paperwork Reduction Act Burden Statement

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Performance Report

Date Submitted: 10/22/2024

Grant Number: 3-18-0018-038-2022

Airport: Elkhart Municipal Airport

Location: Elkhart, Indiana

Submitted by: Grant Administrator

Reporting Period

Period Start Date: 7/1/2024

Period End Date: 9/30/2024

Grant Period of Performance

Grant Start Date: 7/12/2022

Grant End Date: 7/11/2026

Actual Accomplishments vs. Baseline Performance Goals

Task Item	Baseline Schedule	Revised Schedule	Completion Date
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Submit Final Plans and Specs	3/31/2025		
Submit Grant Closeout Documentation	10/1/2025		

Explanation for Slippage of Goals

Provide explanation for tasks when baseline goals are not met. Provide revised schedule based on estimated impact of slippage for all subsequent task items.

Project pushed to 2025 due to funding shortfalls.

Summary of Cost Overruns

Provide summary of additional costs, change orders, etc. for this period.

Impact to Other Airport Improvement Program (AIP) Funded Projects

(Check one)

- No Impact (Check only if there is no impact to other AIP funded projects.)
- Potential Impact (Check and identify below impacts to other AIP funded projects.)

Impacts to Passenger Facility Charge (PFC), Facilities and Equipment (F&E) or Owner-Funded Projects

(Check one)

- No Impact (Check only if there is no impact to PFC, F&E, or Owner-funded projects.)
- Potential Impact (Check and identify below impacts to PFC, F&E or Owner-funded projects.)

Performance Report Terminology

Baseline Schedule: Anticipated date for individual tasks the Sponsor establishes at the time of grant execution.

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Grant Start Date: Date on which Sponsor executed the grant agreement.

Performance Goal: A target level of performance against which actual achievement can be compared (2 CFR § 200.76).

Period of Performance: Time during which the sponsor may incur new obligations to carry out project.

Potential Impact: The effect delays on this AIP project may have on other projects at the airport.

Reporting Period: Intermediary timeframe that current report addresses.

Revised Schedule: New date established for task as the result of schedule slippage.

Performance Reporting Requirement

Non-Construction Projects

A sponsor must submit a Performance Report at least annually, but not more than quarterly, until the grant period of performance end date or upon completion of the non-construction project (2 CFR § 200.328). The FAA may require submittal of the Performance Report at a greater frequency (e.g. monthly) for a sponsors the FAA deem are at an elevated risk for non-compliance with grant terms and conditions (2 CFR §200.328 and § 200.338).

The sponsor must submit each Performance Report within 30 days of the end of the reporting period. Sponsors must not submit the Performance Reports in batches at the end of the project. If a significant development, such as a major schedule or project cost change, occurs between Performance Reports, the sponsor must notify the FAA Airport District Office ADO. The FAA ADO may require the Sponsor to submit an additional Performance Report to assure effective compliance with federal requirements.

Tracked accomplishments will vary per the type of project. The following examples list common milestones the FAA expects sponsors to monitor per specific project types. Sponsor may track additional milestones that measure project performance for their own benefit.

1. Design Only Projects:

- Establishment of A/E contract
- Notice-To-Proceed to Architecture/Engineering (A/E) firm
- Final plans and specifications
- Submit Design Grant Closeout (SF-271, Invoices)

2. Land Projects

- Complete property Closure
- Record grant with local Register of Deeds
- Submit Grant Closeout Documentation (including Exhibit A property map)

3. Planning Projects

- Establish planning consultant agreement
- Approval of Critical Design Aircraft/Forecast
- Review Documents Completed
- Final Signed Documents
- Submit Grant Closeout Documentation

4. Equipment (Non-construction)


- Solicit for bids
- Award of Contract
- Acceptance inspection
- Submit grant closeout documentation

Construction Projects

The FAA has determined that sponsor submittal of FAA Form 5370-1, Construction Progress and Inspection Report, satisfies the performance reporting requirement. FAA Form 5370-1 is discussed in more detail in the current version of Advisory Circular 150/5370-6, Construction Progress and Inspection Report – Airport Improvement Program (AIP). 2 CFR § 200.328 (49 CFR § 18.40) is not explicit on the frequency of performance reporting on construction projects. Per FAA policy, the sponsor must submit FAA Form 5370-1 to the ADO at least quarterly, however, the ADO has the option to require the sponsor submit these reports on a more frequent basis.

Per FAA policy, the quarterly frequency for this report will generally provide adequate ADO monitoring for construction projects.

- The sponsor must submit FAA Form 5370-1 to the ADO for each fiscal quarter until the construction project is complete.
- The sponsor must submit each FAA Form 5370-1 within 30 days of the end of the quarter (not in batches or at the end of the project).
- The sponsor must include the certified percentage-of-completion information on FAA Form 5370-1. If not, the ADO must require the sponsor to resubmit the form with this information.
- If a major project or schedule change occurs between the reporting cycles, the sponsor must submit an out of cycle FAA Form 5370-1 to the ADO.

 U.S. Department of Transportation Federal Aviation Administration	Construction Progress and Inspection Report Airport Grant Program		Period Ending 09/30/2024
			Project Number 3-18-0018-040-2024
Airport Name Elkhart Municipal Airport			
Project Description 10-Unit T-Hangar and Taxilanes		Contractor's Name New Tech	
1. Contract Time	No. Days Charged to Date 0	Last Working Day Charged (Date)	
2. Brief Weather Summary this Period, including Approximate Rainfall and Periods of Below Freezing Temperature <i>(On earthwork jobs, include soil conditions.)</i> NA - construction not started.			
3. Rough Estimate of Percent Completion to Date of Construction Phases <i>(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)</i> 0%			
4. Work Completed or In Progress this Period Kickoff meeting held 10/9/24. Shop drawings underway, will order materials after approval.			
5a. Summary of Laboratory and Field Testing this Period <i>(Note failing tests and any retests. Summarize out-of-tolerance.)</i> NA			
5b. Material <i>(Identify material subject to pay reduction.)</i> None			
6. Description of Anticipated Work by Contractor for Next Period Foundations, and cut and base material for connectors. Order Steel.			
7. Problem Areas/Other Comments <i>(Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)</i> None			
SPONSOR'S INSPECTOR OR REPRESENTATIVE			
Date	Typed or Printed Name and Title	Signature	
10/22/2024	Paul Shaffer, P.E.	