

1 **BILL NO. S-24-12-12**

2 SPECIAL ORDINANCE NO. S-177-24

3 **AN ORDINANCE** approving PROTECT
4 DISCRETIONARY GRANT PROGRAM between THE
5 U.S. DEPARTMENT OF TRANSPORTATION -
6 FEDERAL HIGHWAY ADMINISTRATION and the City
7 of Fort Wayne, Indiana, by and through its Board of
8 Public Works.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the PROTECT DISCRETIONARY GRANT
12 PROGRAM between THE U.S. DEPARTMENT OF TRANSPORTATION -
13 FEDERAL HIGHWAY ADMINISTRATION and the City of Fort Wayne, Indiana, by
14 and through its Board of Public Works, is hereby ratified, and affirmed and
15 approved in all respects, respectfully for:

16 Agreement between the City of Fort Wayne, Indiana, and The
17 Federal Highway Administration to protect and stabilize
18 approximately a half mile of riverbank of the St. Mary's River and
19 provide resilience and protection of the Bluffton Rd.;

20 involving a grant of THREE MILLION FIVE HUNDRED TWENTY THOUSAND
21 AND 00/100 DOLLARS - (\$3,520,000.00). A copy of said Contract is on file with
22 the Office of the City Clerk and made available for public inspection, according to
23 law.

24 **SECTION 2.** That this Ordinance shall be in full force and effect from
25 and after its passage and any and all necessary approval by the Mayor.

26 
27 Council Member

28 APPROVED AS TO FORM AND LEGALITY

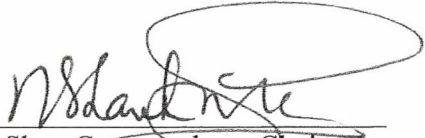
29 
30 Malak Heiny, City Attorney

PW 12-3-24


Approval of Bluffton Rd – St. Mary’s Riverbank Resilience Project – Grant Agreement between the Fort Wayne Civil City and the US Department of Transportation – Federal Highway Administration with a total federal share of \$3,520,000.

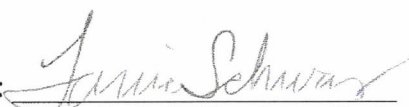
BOARD OF PUBLIC WORKS

Date: 12-3-2024

BY: 
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk
Tania Schwarz, Acting Clerk

**PROTECT DISCRETIONARY GRANT PROGRAM
GRANT AGREEMENT SCHEDULES A THROUGH K TEMPLATE
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
JUNE 6, 2024**

- | | | | | | | | | |
|---|---|---|-------------|------------------|-----------|--------|-------------|--|
| <p>1. Award No.</p> | <p>2. Effective Date
See No. 17 Below</p> | <p>3. Assistance Listings No.
20.205</p> | | | | | | |
| <p>4. Award To
Fort Wayne Civil City
Public Works
200 E Berry St.
Suite 210
Fort Wayne, IN 46802
Unique Entity Id.: VQ2VRMECQ3Z7
TIN No.: 35-6001029</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> | | | | | | | |
| <p>6. Period of Performance
December 31, 2030</p> | <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Federal Share:</td> <td style="text-align: right;">\$3,520,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$880,000</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$4,400,000</td> </tr> </table> | Federal Share: | \$3,520,000 | Recipient Share: | \$880,000 | Total: | \$4,400,000 | |
| Federal Share: | \$3,520,000 | | | | | | | |
| Recipient Share: | \$880,000 | | | | | | | |
| Total: | \$4,400,000 | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
Section 11405 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL"); codified at 23 U.S.C. 176</p> | | | | | | | |
| <p>10. Procurement Request No.</p> | <p>11. Federal Funds Obligated
Base (NEPA/PE) – \$202,218</p> | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.</p> | <p>13. Payment Office
See Article 13 of the General Terms and Conditions.</p> | | | | | | | |
| <p>14. Accounting and Appropriations Data</p> | | | | | | | | |
| <p>15. Description of Project
Bluffton Road – St. Mary’s Riverbank Resilience Project</p> | | | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign



Signature Date: 11/25/24
Name: Patrick Zaharako, PE
Title: City Engineer

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date
Name:
Title: Agreement Officer

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FEDERAL HIGHWAY ADMINISTRATION

**GRANT AGREEMENT UNDER THE FY 2022 – 2023
PROMOTING RESILIENT OPERATIONS
FOR
TRANSFORMATIVE, EFFICIENT AND COST SAVING TRANSPORTATION
DISCRETIONARY GRANT PROGRAM (PROTECT)**

This agreement is between the Federal Highway Administration (the “**FHWA**”) and the Fort Wayne Civil City (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Promoting Resilience Operations for Transformative, Efficient and Cost Saving Transportation (“**PROTECT**”) Discretionary Program Grant for the Bluffton Road – St. Mary’s Riverbank Resilience Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Years 2022 – 2023 Promoting Resilience Operations for Transformative, Efficient and Cost Saving Transportation (PROTECT) Discretionary Program Grants” dated June 6, 2024, which is available at https://www.fhwa.dot.gov/environment/protect/discretionary/grant_recipients/

The General Terms and Conditions reference the information contained in the schedules A -K to this agreement. The General Terms and Conditions are part of this agreement.

- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the PROTECT grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the PROTECT Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

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**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

- 2.1 The FHWA is required under 23 U.S.C. 176(f)(1)(B)) to establish impact and effectiveness metrics and evaluation procedures for the PROTECT Discretionary Grant Program. The FHWA will select a representative sample of FY 2022 and FY 2023 PROTECT Discretionary Grant Program projects and evaluate the effectiveness and impact of each project using the metrics established under 23 U.S.C. 176(f)(1)(B). The Recipient acknowledges that the project described herein may be selected as part of this representative sample. The Recipient acknowledges further that if the project is selected then the Recipient may have additional reporting requirements pursuant to that selection.

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**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Bluffton Road – St. Mary’s Riverbank Resilience Project

Application Date: August 17, 2023

2. Recipient’s Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

See Grant Management System.

4. Recipient Key Personnel.

See Grant Management System.

5. FHWA Project Contact(s).

See Grant Management System.

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management. See section 12.7(b) of the General Terms and Conditions.

8. Federal Award Identification Number.

See section 25.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

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**SCHEDULE B
PROJECT ACTIVITIES**

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

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**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: June 30, 2030

Period of Performance End Date: See section 4.4 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and System in Use Date:	December 31, 2029

3. Special Milestone Deadlines.

None.

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**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

PROTECT Grant Amount: \$3,520,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the PROTECT Grant	Obligation Condition
NEPA / Preliminary Engineering	\$252,773 (5.74%)	None
Final Design / ROW	\$178,515 (4.06%)	Completion of NEPA/Preliminary Engineering
Construction	\$3,968,712 (90.2%)	Completion of Final Design/ROW

3. Approved Project Budget.

Eligible Project Costs

	NEPA/PE	FD/ROW	Construction	Total
PROTECT Grant Funds:	\$202,048	\$142,912	\$3,175,040	\$3,520,000
Other Federal Funds:				\$0
State Funds:				\$0
Local Funds:	\$39,032	\$27,608	\$613,360	\$680,000
In-Kind Match:				\$0
Other Funds:	\$11,480	\$8,120	\$180,400	\$200,000
Total:				\$4,400,000

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4. Approved Pre-award Costs

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

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**SCHEDULE E
CHANGES FROM APPLICATION**

Scope:

No Changes

Schedule:

Target dates identified in the application were based on a project start date of 3/1/2024. Execution of a grant agreement is not anticipated until the first quarter of CY2025, due to which the project milestone target dates have been adjusted accordingly. The project expects extensive and lengthy coordination for section 106 archaeological and historical processes plus complications from IDNR and CLOMR permitting.

Budget:

No Changes

Other:

No Changes

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**SCHEDULE F
PROTECT PROGRAM DESIGNATIONS**

1. Capital or Planning Designation.

Capital-Planning Designation: Capital

2. Funding Source.

Funding Source: [Trust Fund] [General Fund]

3. Security Risk Designation.

Security Risk Designation: Low

4. Funding Acts.

Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021): Highway Trust Funds (IIJA § 11101(b)(1)(E))

Consolidated Appropriations Act 2022 (Pub. L. 117-103): General Funds

Consolidated Appropriates Act 2023 (Pub. L. 117-328): General Funds

5. Funds Obligation.

FY 2022 Funds Obligation Deadline: September 30, 2025

FY 2023 Funds Obligation Deadline: September 30, 2026

6. Cancellation Date.

Highway Trust Funds: Available until expended

FY 2022 General Funds: September 30, 2030

FY 2023 General Funds: September 30, 2031

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**SCHEDULE G
PROTECT PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Bluffton Road – St. Mary’s Riverbank between Indiana Village Park and Engle Road – Latitude & Longitude at approximate project center 41.048960, -85.165164

Baseline Measurement Date: December 31, 2025

Baseline Report Date: March 1, 2026

Table 1: Performance Measure Table for PROTECT Resilience Improvement Grants

Applicability	Measure	Example	Measurement Frequency & Method
Projects Addressing Flooding/Scour	Number of constructed crossings designed to accommodate additional future projected precipitation events and projected changes in land use/land cover [OR] Number of culverts built to withstand the 100-year flood	3 culverts installed designed to withstand the 100-year flood	Annual Include qualitative description of how future conditions were incorporated in final design
Projects incorporating Nature Based Solutions	Square feet restored [OR] Miles of shoreline protected (coastal NBS)	.2 Miles of shoreline protected with a vegetated dune contributing additional habitat benefits	Annual Include qualitative description of additional NBS benefits captured (e.g., infrastructure, social, environmental)

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**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>

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X	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
X	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project directly supports Sustaining Fort Wayne for Today and Tomorrow, the City of Fort Wayne’s Climate Action and Adaptation Plan (CAAP). Specifically, it addresses the following actions outlined in the CAAP:

- Implementing in-stream ecological improvements.
- Use of native plants in landscape projects

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The EJSCREEN, Climate and Economic Justice Screening Tool, and the Transportation Disadvantaged Census Tract tool were utilized to determine the impacts of the project on environmental justice communities.

The project improves resiliency to impacts from climate change by proactively addressing the heavy erosion issues that will cause the failure of Bluffton Rd. Future climate change impacts including increased stormflow will be considered during final design to ensure the naturalized banks are sufficient to protect from further erosion and provide transportation resiliency.

The project avoids adverse environmental impacts by working with Fort Wayne City Utilities to move stormwater infrastructure from the top of the streambank to lower along the corridor during construction of this project rather than two separate projects which would have a greater environmental impact. Additionally, measures will be taken to protect the river during construction as well as enhance in-stream habitat for aquatic species.

The project is located within an environmental justice community and intends to remove potential language and transportation barriers to disseminate information and gather public input regarding this project including providing translators and having several meetings in the project area to accommodate stakeholders without reliable transportation. Additionally, due to its location within EJ communities, it is important the project will employ natural means to bank stabilization to ensure a functional and aesthetically pleasing product.

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**SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

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	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.
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2. Supporting Narrative.

The City of Fort Wayne is improving equity for all and removing barriers to opportunities through the following programs.

- Fort Wayne United / United Front (<https://www.fwcommunitydevelopment.org/fwunited>)
- Mayor’s Opportunity Advisory Council (<https://www.cityoffortwayne.org/mayor-s-opportunity-advisory-council.html#:~:text=Advise%20the%20Mayor%20in%20regard,reflect%20and%20serve%20the%20community.>)
- Welcoming Fort Wayne Plan (<https://amanifamilyservices.org/welcomingfw>)
- Partnering with the Inclusion institute of Fort Wayne (<https://the-league.org/inclusion-institute/>)
- A public engagement program for providing language and ASL translators at public meetings and for the city website (<https://www.cityoffortwayne.org/latest-news/644-city-adds-language-translation-to-website.html>)
- Metropolitan Human Relations Commission (<https://www.fortwaynemetrol.org/>)
- Emerging Business Enterprise Program (<https://www.cityoffortwayne.org/emerging-business-program.html>)
- Federal Projects (<https://www.cityoffortwayne.org/federal-projects.html>)
- The Summit City Entrepreneur and Enterprise District (SEED) program (<https://www.fwcommunitydevelopment.org/seed>)
- Partnering with the Career Academy of Fort Wayne Community Schools (<https://careeracademy.fortwayneschools.org/>)
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These programs will ensure racial equity in the overall delivery and implementation of the project.

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**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>

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	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>

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The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Use of skilled labor, federal wage rates: Contractors working on Fort Wayne’s federally funded construction projects must comply with federal wage and benefits rates. These rates are a minimum and shall not prevent contractors from paying a higher rate of pay or fringe benefits. The City accepts bids from all union and non-union bidders. Non-union bidders typically include small contractors that are minority owned. The City also has EBE requirements that encourage minority owned businesses to bid as sub contractors.

Emerging Business Enterprises requirement on construction contracts: The City of Fort Wayne encourages participation of minority-, women-owned and emerging business enterprises in City construction contracts to create jobs and opportunities. In addition to meeting Federal goals for minority- and women-owned businesses, the City has its own economically disadvantaged business program. The City’s goal is every contractor subcontract at least 10% of contracted amount to a certified Emerging Business Enterprise, which is a small business owned, operated and controlled by one or more economically disadvantaged individuals with at least 51% owned, operated and controlled by an economically disadvantaged owner-operator. If contractors cannot meet the EBE/MBE/WBE threshold, they must demonstrate a good-faith effort to secure goods or services from those companies and request a waiver in writing.

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**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.1.

DIGEST SHEET

Department: Transportation Engineering

Resolution Number:

Title of Ordinance: PROTECT Discretionary Grant Program

Amount of Contract:

Grant Agreement with Federal Highway Administration for \$3,520,000.00 (80% share) for the Bluffton Rd – St Mary’s Riverbank Resilience Project

Description of Project (Be Specific): The project will protect and stabilize approximately a half mile of riverbank of the St. Mary’s River and provide resilience and protection of the Bluffton Rd.

What Are The Implications If Not Approved: The 80% grant will be lost and the Bluffton Rd area along the St. Mary’s River will have a continued higher risk of failure due a loss of the riverbank during a flood event.

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments:

BILL NO. S-24-12-12

REPORT OF COMMITTEE ON PUBLIC WORKS

December 17, 2024

Nathan Hartman Chair

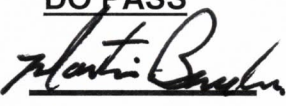



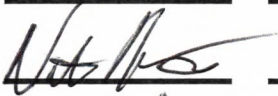
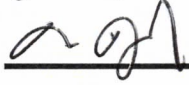
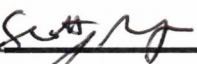

Geoff Paddock Co-Chair

All Council Members

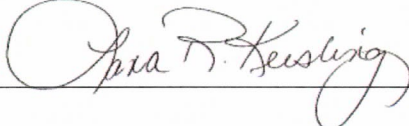
An Ordinance approving Protect Discretionary Grant Program between the U.S. Department of Transportation - Federal Highway Administration and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

Involving a grant of \$3,520,000.00

COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

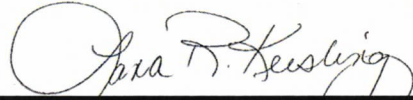
Read the first time in full and on motion by Councilperson Hartman.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Hartman, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 17, 2024

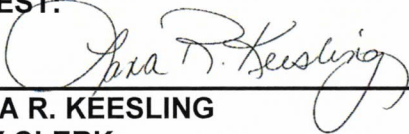


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-24-12-12 on the 17th day of December, 2024

ATTEST:

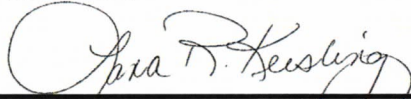


LANA R. KEESLING
CITY CLERK



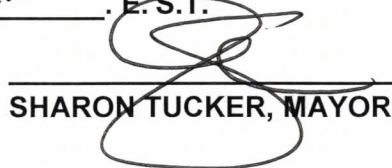
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 18th of December 2024, at the hour of 2:15 o'clock P.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 20th day of December 2024, at the hour of 11:17 o'clock A.M. E.S.T.



SHARON TUCKER, MAYOR

