

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
FULL COMMISSION/EXECUTIVE BOARD MEETING
Thursday, January 19, 2017, 9:00 A.M.
NIRPC Lake Michigan Room
6100 Southport Road, Portage, IN**

A G E N D A

- I. Call to Order and Pledge of Allegiance – Jim Ton, Chair
- II. New Appointment to the Commission – David Hollenbeck/Ethan Lowe
- III. Approval of Minutes of the December 8, 2016 Executive Board Meeting Pages 1-4
- IV. Report of the Executive Director – Ty Warner
 - a. Staff Service Awards.
- V. Finance & Personnel Committee – Diane Noll Pages 5-41
 - a. **Action** on South Shore Clean Cities Agreement Pages 8-15
 - b. **Action** on Air Quality Survey Agreement Pages 16-34
 - c. **Action** on Resolution 17-01, Internal Controls Pages 35-41
- VI. Legislative Committee – Blair Milo
- VII. Environmental Management Policy Committee – Geof Benson Pages 42-43
- VIII. Report of the Chair – Jim Ton
 - a. Nominating Committee
 - b. Election of Officers/Executive Board
 - c. Exchange of Gavel
 - d. 2017 Schedule of NIRPC Meetings Page 44
- IX. Technical Planning Committee – Michael Griffin Pages 45-56
 - a. Regional Corridor Study Public Comment Report Page 47-49
 - b. **Action** on Resolution 17-02, Regional Corridor Study Pages 50-53
 - c. **Action** on Resolution 17-03, FY 2016-2019 Transportation Improvement Program Amendment #33 Pages 54-56
- X. INDOT, Rick Powers, La Porte District Deputy Commissioner
- XI. Other Business
- XII. Public Comment
- XIII. Announcements
- XIV. Adjournment

The Northwestern Indiana Regional Planning Commission (NIRPC) prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

NIRPC Full Commission Meeting
NIRPC, 6100 Southport Road, Portage, IN
December 8, 2016
Minutes

Call to Order

Chairman Jim Ton called the meeting to order at 9:05 a.m. with the Pledge of Allegiance.

Commissioners present included Kyle Allen, Jr., Christopher Anderson, Jeannette Bapst, Geof Benson, Kevin Breitzke, Robert Carnahan, Christine Cid, Anthony Copeland, Will Farrellbegg, Tom Fath, Karen Freeman-Wilson, Michael Griffin, Richard Hardaway, Jack Jeralds, Justin Kiel, Cary Kirkham, Kathryn Kniola, Tom McDermott, Jr., Ron Meer, Roger Miller, Blair Milo, Diane Noll, Lori Reno, Rick Ryfa, Tom Schmitt, Dave Shafer, Fred Siminski, Brian Snedecor, Joe Stahura, James Ton, and George Topoll.

Guests present included Jill Murr, Lyndsay Quist, Sanjay Patel, Bill McCall, David Wright, Tom Silich, and Val Gomez, Heather Ennis, James Nowacki, Don Oliphant, Tim Zorn and Andrew Steele.

Staff present included Ty Warner, Dave Hollenbeck, Angie Hayes, Kathy Luther, Eman Ibrahim, Gary Evers, Mitch Barloga, Gabrielle Biciunas, Scott Weber, James Winters, Stephen Sostaric, Sarah Geinosky and Mary Thorne.

New Appointment to the Commission

Dave Hollenbeck announced that the City of Lake Station appointed Christopher Anderson to the Commission.

Approval of Minutes

On a motion by Kevin Breitzke and a second by Kyle Anderson, Jr., the minutes of the October 20, 2016 meeting were approved as submitted.

Report of the Executive Director

Ty Warner announced that Lisa Todd is NIRPC's new procurement coordinator. He said that Pete Visclosky marked NIRPC's 50th Anniversary in the Congressional Record. Various displays are set up and a draft of NIRPC's 50 year history has been created. Commissioners were asked to describe one positive change in their community in the last 50 years at the end of the meeting. Mary Thorne celebrates her 10th anniversary of service.

Report of the Chair

Jim Ton announced the members of the Nominating Committee, Jim Ton, Michael Griffin and Diane Noll, will meet on December 21. Action is needed on changes to the Local Government Assistance Committee, adding "Connects urban core communities and small towns for areas of common concern" and the Outreach Committee, adding "devotes special attention to and consideration of environmental justice communities for participatory inclusion in the planning process." Brief

discussion followed. On a motion by Roger Miller and a second by Dave Shafer, the Commission voted to make the changes to the two committees. The committee preference sheets for the 2017 cycle will again go out and your participation is appreciated.

Finance & Personnel Committee

Diane Noll reported that the Finance & Personnel Committee met this morning and action is needed by the Commission on several items. Procurement recommendations for the replacement of four vehicles was approved on a motion by Diane Noll and a second by Kevin Breitzke. The 2017 budgets for general governmental funds reflects a decrease of 1% over the 2016 budget. Resolution 16-41, the adoption of the 2017 budget was adopted by the Commission on a motion by Bob Carnahan and a second by George Topoll. The Executive Director's Contract was adopted by the Commission on a motion by Tom McDermott and a second by Geof Benson.

Environmental Management Policy Committee

Geof Benson said the Environmental Management Policy Committee will meet on January 5, 2017 at 9 a.m. He also announced that the Society of Innovators awarded the Chanutte Prize for Team Innovation to the Calumet River Partners in Restoration Team which is showcased in the NIRPC lobby.

Technical Planning Committee

The Technical Planning Committee met on November 1st and December 6th since the last Commission meeting. Mitch Barloga gave a brief update of the Greenways + Blueways 2020 Plan Update. The process has been delayed due to the receipt of several significant comments. The modifications will be made and another 30-day comment period will be held. The plan will be brought to the Commission for adoption at a later date.

Eman Ibrahim explained Resolution 16-34, Amendment No. 2 to the FY 2017-2018 Unified Planning Work Program for Road Safety Audits. On a motion by Michael Griffin and a second by Kevin Breitzke, the Commission voted to adopt Resolution 16-34.

Mitch Barloga explained Resolution 16-35 containing emergency projects for inclusion into the Transportation Improvement Program, or B-list projects. On a motion by Michael Griffin and a second by Bob Carnahan, the Commission voted to adopt of Resolution 16-35.

The Public Comment Report on the proposed amendment for the State Route 249 Bridge project in Burns Harbor was described by James Winters. No action was needed.

Scott Weber explained Resolution 16-36, the Congestion Management Process for the State Route 249 Bridge project in Burns Harbor. On a motion by Michael Griffin and a second by Kevin Breitzke, the Commission voted to adopt Resolution 16-36.

James Winters explained Resolution 16-37, the Environmental Justice Analysis for the State Route 249 Bridge project in Burns Harbor. Michael Griffin made a motion to adopt, Kevin Breitzke

seconded the motion. Brief discussion followed. Tom McDermott asked about the use of an analysis by INDOT on the impacts of closing the Cline Avenue Bridge to the 30,000 who used it daily when INDOT decided not to replace it. James Winters responded that this process is used by NIRPC as a component of its 2040 Plan for projects in environmental justice areas and INDOT may have its own criteria. Lyndsay Quist said the bridge was probably funded with federal money and so an impact study was probably done. On a call for question, Commission voted to adopt Resolution 16-37.

Scott Weber explained Resolution 16-38, the Air Quality Conformity Determination for the State Route 249 Bridge project in Burns Harbor. On a motion by Michael Griffin and a second by Kevin Breitzke, the Commission voted to adopt Resolution 16-38.

Mitch Barloga described Resolution 16-39, the third Amendment to the 2040 CRP Update Companion. On a motion by Michael Griffin and a second by Kevin Breitzke, the Commission voted to adopt Resolution 16-39.

Gary Evers explained the projects in Resolution 16-40, Amendment No. 32 to the FY 2016-2019 Transportation Improvement, noting that this was the most-amended TIP. The amendment went out for public comment and review by the Interagency Consultation Group and the TPC. On a motion by Michael Griffin and a second by Kevin Breitzke, the Commission voted to adopt Resolution 16-40.

INDOT

Lyndsay Quist reported that preparations are underway for the winter weather. Answering Tom McDermott's earlier question, she said that INDOT's contracts go through NEPA with an environmental component.

Tom McDermott thanked the Indiana Toll road for installing a barrier next to the bike trail at Wolf Lake. The hawk signal crossing is the first in Hammond.

Public Comment

James Nowacki, Gary resident, offered congratulations on NIRPC's 50th anniversary and commented on crime statistics and the legalization of medical marijuana in Indiana.

Announcements

Robert Carnahan said a concert by a professional opera singer in Cedar Lake will benefit the Cedar Lake Food Pantry. Roger Miller commented on a very good program which aired on Sunday's 60 Minutes on the Golden Triangle economic development progress in Mississippi. Tom Silich commented on the Route 6 infrastructure needs. Eman Ibrahim announced a survey link for US 30/I-65 corridor study which will be on the website until December 18.

The Commissioners each described positive changes in their communities in the last 50 years.

Adjournment

Hearing no other business, on a motion by Geof Benson and a second by Kyle Allen, Jr., Jim Ton adjourned the meeting at 10:35 a.m.

A Digital MP3 of this meeting is filed. Contact Mary Thorne at the phone or email below should you wish to receive a copy of it. DVD recordings will be available once they are received by NIRPC from the videographer.

For requests for alternate formats, please contact Mary Thorne at NIRPC at (219) 763-6060 extension 131 or at mthorne@nirpc.org. Individuals with hearing impairments may contact us through the Indiana Relay 711 service by calling 711 or (800) 743-3333.

The Northwestern Indiana Regional Planning Commission (NIRPC) prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

FINANCE AND PERSONNEL COMMITTEE

**Meeting Agenda
Thursday
January 19, 2017
8:00 a.m.
NIRPC Office
Portage, Indiana**

- 1. Call to Order**
- 2. Meeting Minutes of December 8, 2016**
- 3. Review of Financial Status**
- 4. Approval of Claims Register**
- 5. South Shores Clean Cities Agreement**
- 6. Air Quality Survey Agreement**
- 7. Resolution 17-01 Internal Control**
- 8. Internal Control Training**
- 9. Other Business**
- 10. Adjournment**

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NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

FINANCE AND PERSONNEL COMMITTEE

December 8, 2016
NIRPC Dune Room
Portage, Indiana

Members Present

Christine Cid
Robert Carnahan
Richard Hardaway
Diane Noll - Chair
Dave Shafer

Staff and Others Present

Ty Warner
Angie Hayes
Kelly Wenger
Dave Hollenbeck
Jim Ton
George Topoll

Members Absent

Anthony Copeland
Dave Decker
Ron Meer
Greg Stinson

Call to Order

The meeting was called to order at 8:03 a.m. by Diane Noll.

Approval of Minutes

Upon a motion by Dave Shafer, seconded by Robert Carnahan, the Committee approved the minutes of the October 20, 2016 meetings.

Review of Financial Status

Angie Hayes presented the financial report. At this time there are no cash issues to report. The Budget to Actual reports were presented to the Committee. The total expenditures of the General Fund for the period ending October 31, 2016 are at 63.25%.

Approval of Claims Register

Kelly Wenger presented the claims register to the Committee for approval. Upon a motion by Christine Cid, seconded by Dave Shafer, the Committee approved the claims register.

2016 Budget Amendment within Category

Diane Noll presented the budget amendment transfer within the Occupancy category transferring \$2,000 out of property insurance into utilities. Upon a motion by Robert Carnahan, seconded by Christine Cid, the Committee approved the claims register.

SRF Contract Extension

Two contract amendments were presented to the Committee by Diane Noll. The amendments extended the contract completion dates to December 31, 2016 for the Transit Feasibility Studies for the City of Hobart and the City of Portage. Upon a motion by Jim Ton, seconded by Dave Shafer, the contract amendments were approved.

Procurement Recommendation

Diane Noll presented procurement recommendation 16-28 and 16-29 for the purchase of replacement vehicles for NIRPC's subrecipients. Local share for all purchased vehicles is provided by the subrecipients. Upon a motion by Dave Shafer, seconded by Christine Cid, the Committee recommended the procurement recommendations to the Full Commission for approval.

Executive Director Contract

Dave Hollenbeck presented the employment agreement for Ty Warner effective January 1, 2017 through December 31, 2019. Upon a motion by Robert Carnahan, seconded by Jim Ton, the Committee recommended the contract to the Full Commission for approval.

2017 Budget Resolution 16-41

Angie Hayes presented the 2017 budget. The overall general fund expense budget has an overall decrease of 1.1% from the 2016 budget. Upon a motion by Robert Carnahan, seconded by Richard Hardaway, the Committee recommended Resolution 16-41 2017 Budget for approval by the Full Commission.

Other Business

Ty Warner mentioned to the Committee that NIRPC will be celebrating 50 years at today's Commission meeting.

Adjournment

There being no further business, the meeting adjourned at 8:32 a.m.

AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SOUTH SHORE CLEAN CITIES, INC., FOR THE PROVISION OF PROFESSIONAL EDUCATION AND TRAINING SERVICES

BY AGREEMENT ENTERED INTO by and between the Northwestern Indiana Regional Planning Commission (hereinafter referred to as the "Commission") and South Shore Clean Cities, Inc. (hereinafter referred to as the "Contractor"), the following is mutually agreed to:

WHEREAS, the Commission submitted a request to fund a Congestion Mitigation and Air Quality public-private partnership air quality education program targeting the general public and fleet operators; and

WHEREAS, the request specifically included South Shore Clean Cities as the Private Partner to conduct education, outreach, and training to vehicle fleet operators within Lake, Porter, and LaPorte Counties; and

WHEREAS, the project was found eligible by the CMAQ Eligibility Committee; and

WHEREAS, the Commission has determined that public education in the form of training about the project and its air quality benefits would be highly beneficial; and

WHEREAS, Contractor has represented that it possesses the capability and expertise to provide these services in a timely manner; and

WHEREAS, the total dollars allocated for this Public Private Partnership activity within the Current Unified Planning Work Program Air Quality Public Education Work Plan are \$111,100 of which \$92,500 is federal funding and \$ 18,500 is to be provided by South Shore Clean Cities as non-federal matching funds;

WHEREAS, the entire Air Quality Public Education project has been included in and approved by the Commission in the TIP;

NOW, THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD that the parties to this Agreement do mutually agree as follows:

1. **Scope of Work:** South Shore Clean Cities shall perform the services and provide the products to the satisfaction of the Commission as described in the scope of work (Attachment A to this Agreement) which is hereby made a part of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.
2. **Schedule:** All work described in Attachment A shall be conducted within the time frame beginning January 1, 2017 and completed shall be completed in total no later than Dec 31, 2017.
3. **Compensation:** The maximum total amount, which may be paid to the Contractor for services performed in conjunction with this Agreement, not to exceed \$92,500, with contractor to document payment of an additional \$18,500 toward activities in Attachment A.
4. **Payment Provisions:** The Commission shall reimburse the Contractor for services rendered in Attachment A upon a submission and review to the Commission of claim vouchers for work accomplished during designated period on a quarterly basis in accordance with the following procedures:
 - (A) The Contractor shall submit quarterly invoices to the Commission.
 - (B) The Contractor shall attach documentation of time charges and copies of receipts for all other types of charges to its invoice. The Contractor shall attach copies of invoices from Subcontractors utilized in conjunction with this Agreement.
 - (C) The Contractor shall include documentation of payment of additional 20% non-federal dollars toward work reported in the Quarterly Progress Report.
5. The Invoice shall be accompanied by a Quarterly Progress Report on all activities which have been performed and for which reimbursement is being claimed. Quarterly Progress Reports and Invoices are due on the dates specified in Attachment A. Otherwise the operator will wait till the next quarter for payment. The Contractor may be required to provide documentation of Non-Federal In-kind match for invoices as needed.

(D) Following its approval of the invoice and related materials submitted the Commission shall make payment. Payment will be made within thirty days after said approval, unless issues arise with South Shore Clean Cities and or NIRPC which has the effect of delaying the Commission's receipt of funds.

(E) All invoices shall be mailed to:

Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, IN 46368

6. **Modifications:** This agreement shall not be modified except in writing, signed by both parties to this agreement. The parties agree that the Commission may modify ATTACHMENT A – SCOPE OF SERVICES by adding, deleting, or modifying tasks, subtasks, and schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of this agreement. Any adjustment in total cost for the services described in this agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to this agreement.
7. **Independent Contractor:** Nothing in this agreement shall be construed as creating an employer/employee relationship between the Commission and the Contractor. The Contractor understands and agrees that any and all tax liability that might be assessed on fees paid by the Commission to the Contractor is its sole responsibility.
8. **Insurance:** The Contractor agrees to maintain comprehensive insurance including, but not limited to, Federal, State, or Local employers' liability, workers' compensation, social security unemployment compensation, comprehensive general liability insurance and automobile liability insurance with respect to its own employees in amounts customarily maintained in its industry and agrees that any liability arising out of the services rendered hereunder shall not be limited to the Contractor insurance coverage.
9. **Indemnity:** The Contractor shall defend, indemnify, protect and hold harmless the Commission, its officers, directors, employees, and independent contractors from any and all liability occasioned wholly or in part by any negligent act, failure to exercise the care customary in the profession, or errors or omission of the Contractor; including liability resulting from willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the Contractor, its independent contractors, agents or employees; including any and all expenses, legal or otherwise, incurred by the Commission in defense of any claim or suit arising out of services provided under this agreement.
10. **Delays:** The Contractor shall perform its services with due diligence upon receipt of a written notice to proceed from the Commission. Neither party shall be responsible for delays nor failure in performance due to causes beyond the reasonable control of either party. The Contractor will notify the Commission immediately of any event that will delay deliverables and provide the Commission with a written notice thereof specifying the reasons for the delay and actions planned to compensate for the delay in performance. The Commission will not unreasonably withhold an extension to the term of this agreement.
11. **Termination:** This agreement may be terminated, in whole, or in part, if the Commission shall determine that such termination is in its best interests. Upon receipt of written notice of termination from the Commission, thirty (30) days thereafter, the Contractor shall discontinue performance and refrain from incurring further costs unless otherwise directed; and within thirty (30) days deliver to the Commission all data, graphics, summaries, reports, and other information and materials the Contractor has accumulated in the performance of services under the agreement, whether completed or in process.

If termination is for convenience, the Contractor shall be compensated for all services performed and reasonable costs incurred up to the effective date of termination subject to the elements of *Compensation* and *Terms of Payment* reference in other sections of this agreement.

12. **Access to records:** The Contractor hereby agrees to submit to the Commission, such annual or special financial and operating reports as the Commission may reasonably request. The Contractor also agrees to make available for the inspection, by any duly authorized agent of the Commission, any records, documents, leases, operation and use agreements and other instruments which affect the Operator and are pertinent to the project funded, in part, through this Agreement.

The Contractor also agrees to permit the Commission, the Indiana State Board of Accounts, U.S. Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to the project funded, in part, through this Agreement.

13. **Covenant Against Contingent Fees:** The Contractor warrants that it has not:
 - Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this agreement, other than a bona fide employee of the firm;
 - Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
 - Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.
14. **Successors and Assigns:** This agreement shall be binding upon the Contractor and the Commission, their successors and assigns. The Contractor shall not assign, subcontract, transfer, or otherwise dispose of any interest in this agreement without the prior written approval of the Commission.
15. **Confidentiality and Data Rights:** The Contractor agrees to treat as confidential all proprietary or confidential information provided by the Commission and not divulge such information to their parties, or the Contractor's employees except on a "need to know" basis.
16. **Severability:** Should any provision of this agreement at any time, be in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of this agreement becomes unenforceable, the remaining provisions of this agreement shall nevertheless remain in full force and effect.
17. **Waiver and Interpretation:** The failure of the Commission or the Contractor to insist upon strict adherence to any term of this agreement at any time shall not be considered a waiver. Any waiver of any term of this agreement must be in writing and signed by both parties. The Commission's determination as to the true meaning and intent of any ambiguities in the agreement shall be final and conclusive.
18. **Civil Rights:** The Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
19. **No Federal Obligations to Third Parties:** Absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, third party contractor, or any other person not a party to the grant agreement in connection with the performance of activities for the project. Notwithstanding, any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third party contract, the federal government continues to have no obligation or liabilities to any party, including the sub-recipient and third party contractor.
20. **Applicability of federal requirements:** The Contractor agrees that it will abide by and fulfill all requirements of the federal government that are applicable to this agreement.
21. **Authorized Representatives:** The Commission's authorized, administrative representative for these services is Ms. Angie Hayes, Contracting Officer. The authorized technical representative for the Project is Ms. Katherine Luther, Environmental Director.

All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served by first class mail addressed:

TO:

Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, Indiana 46368

(219) 763-6060
kluther@nirpc.org

TO:

South Shore Clean Cities, Inc.
123 Main Street
Crown Point, IN 46307

219-644-3690
clisek@southshorecleancities.org

- 22. Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 23. Entire Agreement: This agreement and all attachments hereto, together with any documents incorporated by reference, constitute the entire agreement between the parties. The Contractor hereby certifies that it shall comply with all provisions of this agreement. This agreement supersedes all other written or verbal agreements between the Commission and the Contractor with respect to the matters covered herein.

IN WITNESS WHEREOF, the duly authorized officers of the respective parties hereto have executed the Agreement as of this _____ day of _____, 2017.

South Shore Clean Cities

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

BY: _____
Carl Lisek, Executive Director

BY: _____
Tyson Warner
Executive Director

ATTEST:

ATTEST:

Angie Hayes
Contracting Officer

ATTACHMENT A – SCOPE OF WORK 2017

South Shore Clean Cities Air Quality Public Education and Outreach Program

The Northwestern Indiana Regional Planning Commission (NIRPC) is contracting with South Shore Clean Cities, Inc. (Contractor) to implement aspects of the Northwest Indiana Air Quality Public Education and Outreach program focusing on diesel vehicles and fleets.

The NIRPC and SSCC relationship represents a public-private partnership project, which is an eligible activity under CMAQ. NIRPC has included the fleet education, outreach, and training activities performed by SSCC in the 2015-2016 UPWP. The Contractor has an established relationship with many private and public sector vehicle fleet operators in Northwest Indiana. They have successfully participated in a competitive CMAQ grant application process, and this activity of the partnership has been found eligible and approved by state and federal agencies responsible for these funds.

Contractual Responsibilities:

Task 1. \$50,000 –GREEN FLEET ACTIVITIES

The Contractor will support aspects of the Northwestern Indiana Regional Planning Commission 2040 Plan relating to clean energy and alternative fuels focusing on diesel and fleet vehicle emission reductions within the scope of their existing mission and goals through continued operation and expansion of the Northwest Indiana Green Fleet program. NWI Green Fleets 2016 will expand to up to 8 municipalities include private diesel fleets as well as the Port of Indiana (surface vehicles only).

Green Fleet Activities include, but are not limited to the following:

- a. Fleet Emission Reduction Best Management Practices and specific fleet emission reduction plans (onsite consultation),(Minimum of 6 communities; 2 from Lake, 2 Porter, 2 LaPorte County);
- b. Coordinate activities with US EPA, US DOE, Argonne National Lab, IDEM and NIRPC to analyze, and develop strategies to reduce local/regional, and -state barriers to emission and idle reduction policy adoption;
- c. Provide model idle reduction or related practices;
- d. Educate fuel users about air quality benefits of alt fuels and alt fuel suppliers;
- e. Develop general safety guidelines and recommended best practices; to ensure compliance with emission and safety regulations; to ensure properly trained techs; policy and procedures opportunities, fleet rightsizing, ordinances, etc.;

- f. Deliver workshops/webinars and trainings regarding alt fuel infrastructure and vehicles emission reduction (Four at the Minimum);
- g. Coordinate opportunities for First Responder Training, safe and appropriate repair, and installation of alternative fuels and refueling infrastructure;
- h. Develop and execute green fleet award program;
- i. Administer Green Fleet local/regional emission reduction recognition program(s) for fleets via the SSCC annual meeting;
- j. Promote comprehensive emission reduction strategy for fleet operators (i.e. idle reduction, ride sharing, transit passes);
- k. Make targeted outreach presentations to local governments and/or community partners on the region's air quality status and the health and economic development impacts of non-attainment;
- l. Website (updated monthly with events/opportunities);
- m. Assist NIRPC with transportation media campaign;
- n. Present Green Fleets update quarterly at Transportation Policy Management Committee, focusing on services and results obtained by participating communities.
- o. NIRPC will cosponsor 50% of the Green Radio Network Shows;

Task 2. \$41,500 –GREEN FLEET EDUCATION & OUTREACH

The Contractor will continue to implement general education and outreach to fleet operators in the public and private sector of Northwest Indiana in support of 2040 CRP Implementation beyond the targeted Green Fleet communities. They will assist business, non-governmental organizations, and government diesel fleet operators with conversion to cleaner diesel, alternative fuel related programs, emission reducing diesel retrofits, and emission reductions through idle reduction, fuels efficiency, and best practices. This will include education and outreach on all alternative fuels and assistance for grant funding to assist in diesel emission reductions, project and program implementation and economic development in Northern Indiana, (Lake, Porter, LaPorte Counties) Implementation will include:

- A. Update the contact list of responsible parties owning or operating diesel equipment – on road/off-road diesel vehicles in Lake, Porter and LaPorte County Indiana and provide an updated contact list to NIRPC twice per year;
 - I. Information to be included in the contact list of fleet owners and operators should include at minimum: Owning Entity, Department, Operating Entity (if different than owner), Key decision maker of operating entity and contact information, day to day contact person of operating entity, type of entity, type of vehicles in fleet, use of fleet. If multiple fleets and departments, include contacts for all participating;
- B. Meet with diesel fleet operators to explain and promote clean diesel and anti-idling opportunities;

- C. Identify opportunities to leverage funding and partnerships to include new clean fuel infrastructure and diesel emission reductions and related economic development opportunities;
- D. SSCC will continue working with the U.S. Department of Energy, Indiana Office of Energy Development, USEPA, IDEM, American Lung Association, Partners for Clean Air, NIRPC and other agencies to increase the use and awareness of Alternative Fueled Vehicles and emission reduction programs throughout Northern Indiana;
- E. Update and Provide NIRPC and the Transportation Policy Committee with brief updates on relevant Green Fleet activities monthly, with full program presentations upon request of NIRPC Planning staff. Provide the Alt Fuels Pricing Report on a quarterly basis/and annual report;
- F. SSCC will notify NIRPC contact list about funding opportunities for AFV projects, EV projects, refueling infrastructure and other air quality enhancements as they become available;
- G. SSCC will continue to coordinate strengths with other NIRPC coalitions and groups;
- H. SSCC will continue to develop relationships with key partners throughout the State of Indiana and Chicago-land.

Task 3. \$ 6,000 –NIRPC –MPO CONFERENCE SUPPORT FALL 2016

Assist NIRPC to coordinate the MPO Conference scheduled for September 2016. Plan and execute a CMAQ Alternative Energy and Diesel Retrofit track and tour as part of the MPO Conference showcasing Green Fleet Success. Assist NIRPC in finding partners and sponsors for this event related to the Green Fleets and Alternative Fuels programs, as well as general event planning support.

Task 4. \$2,000 –Quarterly Report

South Shore Clean Cities, Inc. will submit quarterly progress reports detailing the status of the project using report templates provided by NIRPC. In addition Quarterly Progress Tracking meetings will be scheduled.

- A. April 4th for quarter ending March 31, 2017
- B. July 3rd for quarter ending June 30, 2017
- C. October 3rd for quarter ending September 30, 2017
- D. January 3rd 2018 for quarter ending December 31, 2017

Task 5. \$500 –Final Report

South Shore Clean Cities, Inc. will submit a final report summarizing activities From January 1 through December 31 2017. Through the course of this project by January 13, 2017.

Goals and Objectives

1. Support 2040 CRP through Green Fleet Initiative
 - Six Communities will progress with their written Green Fleet Plans.
 - 30 NWI Fleet operators will participate in emission reduction related training activities and or webinars.
 - Work with School's to implement School/ Municipal Auxiliary Heater Programs and/or implementation of Propane School Buses.
 - 10 Green Fleet program announcements or updates provided at Transportation Policy Committee Meetings
 - Six Green Commuter Episodes to include NIRPC Initiatives

2. General Fleet emission reduction assistance
 - Update database of NWI Fleet Operators two times per year and provide to NIPRC for freight stakeholder coordination
 - Share Alt Fuel/Technology pricing report four times per year in writing to TPC.

3. Fall MPO Event
 - Assist with Fall Environmentally oriented transportation, recycling, energy, and economic development event at the MPO Conference.

4. Quarterly Progress Report
 - Four quarterly progress report detailing activities and progress toward in the first three tasks
 - Quarterly Progress Tracking

5. Final Report

2017 Data Reporting and Deliverables Plan

Key Deliverables	Due Date	Description
<i>Request Data for U.S. Department of Energy Annual Survey</i>	<i>March 2017</i>	<i>Solicit input from Stakeholders on vehicle counts and Petroleum reduction efforts for Annual Survey. This information will be shared with NIRPC</i>
<i>Update SSCC Website</i>	<i>Monthly -12 times</i>	<i>New events, new grants etc.</i>
<i>Newsletter</i>	<i>Monthly-12 times</i>	<i>Updates on emission reduction & regional projects</i>
<i>Alt Fuel Price Report</i>	<i>4 times annually</i>	<i>Provide price updates on All alternative fuels in NWI</i>
<i>Operators Roundtable</i>	<i>10 times</i>	<i>Verbal Green Fleets Program Updates at Operators Roundtable</i>
<i>SSCC Radio Show</i>	<i>Minimum of 3 shows Annually</i>	<i>Green Radio Network - GREEN Opportunities in NWI. 1420 AM WIMS RADIO</i>
<i>Green Region Event</i>	<i>September 2017</i>	<i>See Task 3</i>
<i>Fleet Operator Contacts</i>	<i>June 30 2017 Dec 31, 2017</i>	<i>Comprehensive list of contacts operating municipal and private fleets in NWI. Focus on Diesel equipment.</i>
<i>Quarterly Progress Reports</i>	<i>See above Task 4</i>	<i>See Task 4</i>
<i>Final Report</i>	<i>January 13th, 2018</i>	

Contractual Period: January 1, 2017 through December 31, 2017

Contractual budget: \$ 111,000 – Education/Outreach/Implementation

NIPRC to reimburse SSCC Total of \$92,500, 20% In-Kind Non-Federal Match Required: \$ 18,500 documented per total annual invoices on the program by SSCC.

BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND RESPONSIVE MANAGEMENT FOR THE AIR QUALITY SURVEY PROCURED UNDER REQUEST FOR PROPOSALS 16-21.

CFDA Number 20.205

By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and the Responsive Management hereinafter referred to as the Contractor, the following is hereby mutually agreed to:

1. Components of Agreement:

This Agreement consists of four components identified as follows: (1) the basic agreement (2) scope of work, (3) required forms, and (4) any and all general terms and conditions required by the Indiana Department of Transportation and Federal Highway Administration all of which having been incorporated herein and made a part of this basic agreement. The Commission and the Contractor shall comply with and be governed by all terms and conditions set forth within all parts of each component of this Agreement.

2. Description of Services provided by the Contractor:

The Contractor shall provide the following: Air Quality Survey. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in Part 2 of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

3. Compensation:

The maximum total amount, which may be paid to the Contractor for services performed in conjunction with this Agreement, not to exceed \$36,000, with contractor to document payment of an additional \$7,200 toward activities in as noted in Part 2 of this Agreement. Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in the Terms of Agreement section of this Agreement.

4. Project Period:

The Contractor shall commence work on the January 20, 2017 and complete the survey and deliver all deliverables by June 30, 2017.

5. Payment Procedures:

The Commission shall make periodic payments to the Contractor for services rendered in conjunction with this Agreement in the following manner:

- (A) The Contractor may submit monthly invoices to the Commission, which are sent within ten (10) days after the end of each month.
- (B) The Contractor shall include on its invoice the amount due in proportion to the percentage of work complete.
- (C) The Contractor shall attach documentation of time charges and copies of receipts for all other types of charges to its invoice. The Contractor shall attach

copies of invoices from Subcontractors utilized in conjunction with this Agreement.

- (D) The Contractor shall include documentation of payment of additional 20% non-federal dollars toward the project.
- (E) Invoices shall be accompanied by a narrative progress report describing activities which have been performed and for which reimbursement is being claimed.
- (F) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall make payment. Payment will normally be made within thirty days after said approval.
- (G) All invoices shall be submitted to:
Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, Indiana 46368

6. Modification Provisions:

This agreement shall not be modified except in writing, signed by both parties to this agreement. The parties agree that the Commission may modify Part 2 Scope of Work by adding, deleting, or modifying tasks, subtasks, and schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of this agreement. Any adjustment in total cost for the services described in this agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to this agreement.

7. Termination:

Either party may terminate the agreement by providing a written notice at least thirty (30) days prior to an effective termination date, which shall coincide with the last day of a calendar month. In the event of termination, the Commission shall be obligated to pay the Contractor only for services rendered and expenses incurred through the date of termination.

8. Agreement:

It is hereby agreed and understood by the party's signatory hereto that this Agreement becomes executed when the appropriate signatures are affixed hereto and the date of contract award is established as the _____, day of January, 2017.

**NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION**

RESPONSIVE MANAGEMENT

By:

By:

Ty Warner

Name/Title

Date:

Date:

Attest:

Attest:

Angie Hayes

Name/Title Contracting Officer

PART 2. SCOPE OF WORK

1.1. Scope of Work

The Commission desires to procure the services of a highly-qualified Proposer experienced in survey administration and analysis particularly in the area of public opinion and surveying methods. Expertise in environmental issues and concerns is highly desired, but not required.

Summary of Professional Services:

1. Meet with the Commission staff and gather input for survey questions;
2. Setup the database;
3. Select a statistically valued random sample of households to be surveyed;
4. Complete an appropriate numbers of surveys by a combination of mail and/or phone until it is a statistically valid survey;
5. Compare air quality knowledge and perception of air quality in the general population as well as significant demographic groupings including age, income, ethnicity, education, political affiliations, and political ideology;
6. Conduct data entry and quality control review for all completed surveys;
7. Geocode the home address of households that respond to the survey and prepare up to 20 GIS maps that show the results of selected questions on the survey;
8. Conduct 2-3 Focus Groups to obtain qualitative information on regional public understanding of transportation behaviors and air quality, public concerns about air quality issues, and potential messages.
9. Complete a summary report with an executive summary, description of the methodology, charts, tables, and a copy of the final statistical data in a SPSS format and in excel spreadsheet; and
10. Conduct an on-site presentation of the survey results.

APPROACH AND WORK PLAN

This section outlines the tasks to conduct a study for the Northwestern Indiana Regional Planning Commission (the Commission). The proposed study entails a survey to measure Lake, Porter, and La Porte county residents' knowledge and perception of air quality and related issues. This data is to be compared to the results of a similar survey conducted in 2011 to measure the changes in attitude and awareness regarding air quality and related issues. Through study implementation, the Commission will establish baseline survey data of its residents that will provide the Commission with the information it needs to tailor and adjust future efforts. This study will be designed to achieve the following goals and objectives: (1) Better understand the perceptions and values citizens of the region have regarding air quality in their county; (2) Provide comparative results to determine whether Commission services and priorities align with public perceptions and needs; (3) Better understand the differences in values and perceptions that exist across various socioeconomic and demographic categories; (4) Establish data benchmarks to whereby changes in opinions, attitudes, and behaviors can be explored using trends analysis; and (5) Identify priority needs and expectations on which to base future planning decisions for the Commission.

Responsive Management will assist with the design and development of a repeatable survey instrument and sampling plan that will provide statistically relevant results. To accomplish the study objectives, Responsive Management proposes the following work plan.

Task 1. Initial Planning and Sample Selection. Responsive Management will convene an initial planning meeting with the Commission via conference call. This initial meeting will help confirm schedules, sampling methodology and procedures, project goals, objectives, and requirements for the survey, the focus groups, and the GIS maps. During this time, Responsive Management will discuss the results, methodologies, successes, and challenges of the 2011 survey with the Commission to ensure the new survey is designed as effectively as possible to fulfill the goals of the study.

This project requires the highest quality research available. For this research, Responsive Management recommends a scientific, probability-based telephone survey. This is the same type of methodology used to accurately predict election results. Responsive Management will work with the Commission to establish a population database. Responsive Management recommends a telephone survey using dual-frame sampling plan, which includes both landlines and wireless telephone numbers.

In the United States, the use of a wireless telephone as an individual's sole means of telecommunications has increased dramatically. As a result, research firms that do not conduct telephone surveys using both landline and wireless telephone numbers may obtain biased or skewed results, particularly for certain demographic groups. For this reason, the telephone survey will be conducted using a dual-frame sampling plan, incorporating both landline and wireless telephone numbers to ensure maximum coverage and representation of the region's residents, including young adults, singles, and mobile-only households. Responsive Management has routinely employed the dual-frame sampling approach for several years and recommends that it be used for this study.

The overwhelming majority of households with unlisted landline numbers have cell phones. Approximately 38% of all adults live in a household with only a cell/wireless phone. Therefore, if a Random Digit Dialing cell phone sample is combined with a database of listed phone numbers (the most comprehensive being the Electronic White Pages), the resulting dual-frame database provides nearly universal coverage of the entire telephone-using population (a coverage rate of 97.7% of U.S. households, according to estimates provided by the University of Virginia).

Task 2. Develop and Pretest Survey. Responsive Management will develop a telephone survey instrument to measure knowledge and awareness of relevant air quality topics and issues approved by the Commission. The final survey instrument will be designed based on collaboration between the Commission and Responsive Management, incorporating the latter's extensive experience with public attitude studies regarding environmental issues and outreach. Responsive Management will computer code the survey instrument, pretest it, and make any necessary revisions for logic, wording, and clarification. The instrument will be designed to ensure repeatable implementation so as to evaluate trends in results.

Task 3. Administer Survey. Responsive Management will implement the telephone survey using Questionnaire Programming Language (QPL), which allows real-time data collection using skipping and control branching, and collect 500 completed interviews with residents in the Lake, Porter, and La Porte counties. The sampling frame will be designed to ensure a 95% confidence level and a sampling error of 4.4% for the given population of 771,815 residents in the region.

Task 4. Analyze Survey Results. Responsive Management will fully analyze the data and interpret the survey findings. All data collected will be processed and analyzed using SPSS for Windows software and proprietary software developed by Responsive Management. Data processing and analysis will include coding, preparation of straight tabulations, computer processing with cross tabulations, and preparation of study printouts. Data syntax will be available to run trend data, and proprietary software will be utilized to graph data and make comparisons easy to interpret.

Responsive Management will also geocode the home addresses of survey participants in the three counties and create up to 20 maps that show the results of selected questions as requested by the Commission. Responsive Management will coordinate with the Commission during and after the initial planning meeting to develop data mappings for crucial questions.

Task 5. Conduct Focus Groups. Responsive Management will conduct 2 focus groups in key regions to assess regional public understanding of transportation behaviors and air quality, concerns about air quality issues, and potential messages. Responsive Management will organize the results and include thorough a discussion, analysis, and interpretation in the final report.

Task 6. Prepare Final Report. Responsive Management will prepare a final report on the results of the study. The final report will include an analysis of overall findings, including extensive cross tabulations comparing various groups within the general population (e.g., by gender, county, age, income, ethnicity, education, political affiliations, and political ideology). Responsive Management will compare knowledge of air quality between the regions' general population and pertinent demographic groups approved by the Commission. The findings will provide the Commission with the most current data regarding residents' knowledge and perception of air quality in their respective counties. The report will also include an executive summary; a thorough description of methodology, charts, tables; and a copy of the statistical data in the requested SPSS and Microsoft Excel spreadsheet formats.

Task 7. Conduct On-site Presentation. Mark Damian Duda will travel to Indiana to deliver a full presentation of the results of the survey and the focus groups to the Commission. Note: A task-by-task cost breakdown and timeline are located on page 14.

SURVEY INSTRUMENTS AND SOFTWARE TECHNOLOGY

Responsive Management will develop a scientific, non-biased survey instrument that will collect the precise information the Commission requires in order to gain a thorough understanding of knowledge and perception of air quality and related issues in the region. Data will be presented in a format that ensures simple and straightforward comparison to the results of the 2011 survey. The survey will be designed based on Responsive Management's extensive experience with similar studies, consulting and sharing drafts with the Commission throughout the process. Responsive Management will begin to draft survey questions after the initial planning meeting.

Questionnaire Programming Language

Responsive Management will conduct telephone interviews using Questionnaire Programming Language (QPL), which is a comprehensive system for computer-assisted telephone interviewing (CATI) that provides complete capabilities for designing, administering, and managing telephone-based research operations. Using this program will enhance the flow of data entry by eliminating unnecessary questions (e.g., follow-up questions will only be shown for questions that apply). The survey instrument will be programmed to automatically skip, code, and/or substitute phrases in the survey based upon previous responses, as necessary, for the logic and flow of the interview. Any respondent-specific data provided can be programmed to appear to the interviewer as part of the text of any question or as a branching control or skip pattern. Because Responsive Management uses CATI software for telephone interviews and data entry, it is very familiar with questionnaire design that requires complex skip logic and branching patterns and will ensure accurate survey design and QPL coding. Although the QPL system automates the telephone survey process and data entry, it *is not* an automated system: a live, professionally-trained interviewer will conduct the surveys with respondents and enter the data into the QPL system as the interview is conducted, thereby ensuring the accuracy and instantaneous availability of data. Survey data will be entered into the computer as the interview is being conducted, thereby eliminating any potential subsequent data-entry errors.

Additionally, QPL can automatically check data upon entry for inconsistencies to ensure the integrity of data.

EVALUATION TECHNIQUES AND MEASURING RESULTS

Analysis of Survey

All survey data will be processed and analyzed using SPSS for Windows software and proprietary software developed by Responsive Management. Data processing and analysis will include coding, preparation of straight tabulations, and preparation of study printouts. All data will be available in both hard copy and electronically in SPSS or Excel formats. Responsive Management will provide a wide variety of statistical methods for this study. Descriptive analyses can be used to examine the characteristics of the samples, while inferential statistics will be used to project these analyses to make statements about the populations as a whole, where applicable. Nonparametric analyses can be performed on data that are entirely categorical (e.g., gender) or entirely ordinal (i.e., increasing levels of support of a statement), and parametric analyses can be performed on interval data (e.g., age). Univariate procedures examine relationships and differences among individuals on a single characteristic. Multivariate procedures examine these same relationships and differences among individuals using multiple characteristics.

This project will have two stages of statistical analysis. The first stage will be a large scale, descriptive analysis of findings. The second stage of the analysis will focus on specific subgroups in the geographic study area and will provide data that describes the relationship between values and action as well as other data variables of interest. Statistical analyses identify significant findings. Survey results will be analyzed to obtain descriptive statistics as well as to examine relationships among variables. When cross-tabulations of survey results are run, Pearson chi-square significance values will be used to confirm whether the relationship occurred by chance, using the formula below (Vaske, 2008)¹:

Chi-Square Formula

where: f_o represents the observed frequency in each cell f_e represents the expected frequency for each cell $\chi^2 = \sum (f_o - f_e)^2 / f_e$

P-values will be calculated to determine the statistical significance of the relationship between variables. If the p -value is .05 or less, there is a 95% chance that the relationship did not occur by chance, meaning that if the survey were conducted 100 times on different samples that were selected in the same way, the findings of 95 out of the 100 surveys would fall within the sampling error range.

PROJECT FEES AND TIMELINE

TASK TIMELINE COST

Task 1: Initial Planning and Sample Selection After contract award Included in Overall Cost

Task 2: Develop and Pretest Survey February 2017 Included in Overall Cost

Task 3: Administer Survey (n=500) February 2017 \$18,000

Task 4: Analyze Survey Results March 2017 Included in Overall Cost

Task 5: Conduct Focus Groups March 2017 \$17,400

Task 6: Prepare Final Report April 2017 \$6,000

Task 7: Conduct On-site Presentation April 2017 \$1,800

Total Project Cost \$43,200

Total Project Cost After Donated Services (20%) \$36,000

PART 3. REQUIRED EXHIBITS:

5.1. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from proposing not to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MARK DAMON DUSA

Proposer

Mark Dusa

Signature of Proposer

5.2. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark Duman Duda Signature of Proposer's Authorized Official

MARK DUMAN DUDA Name and Title of Proposer's Authorized Official

Dec 6, 2016 Date

CERTIFICATION REGARDING LOBBYING
49 CFR Part 20 - Appendix A
Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mark Dan Duda

Signature of Contractor's Authorized Official

MARK DANAN DUDA; Executive Director

Name and Title of Contractor's Authorized Official

11/01/17

Date

Part 4. GENERAL PROVISIONS.

2.1. Access to Records. The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available, at their respective offices at all reasonable times during the period of the Agreement and for three years from the date of final payment of federal funds, to INDOT for inspection by INDOT, FHWA, or any other authorized representative of the federal and state government and copies thereof shall be furnished at no cost if requested.

2.2. Assignment; Successors. The CONTRACTOR binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without the Commission's prior written consent. The CONTRACTOR may assign its right to receive payments, if any, to such third parties as the CONTRACTOR may desire without the prior written consent of Commission, provided that the CONTRACTOR gives written notice (including evidence of such assignment) to Commission thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

2.3. Audits. The CONTRACTOR acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

2.4. Authority to Bind the CONTRACTOR. The signatory for the CONTRACTOR represents that he/she has been duly authorized to execute this Agreement on behalf of the CONTRACTOR and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CONTRACTOR when his/her signature is affixed, and accepted by the State.

2.5. Certification for Federal-Aid Contracts Lobbying Activities. The CONTRACTOR certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONTRACTOR has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CONTRACTOR also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each failure.

2.6. Compliance with Laws.

A. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CONTRACTOR to determine whether the provisions of this Agreement require formal modification.

B. The CONTRACTOR and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CONTRACTOR has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CONTRACTOR shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CONTRACTOR is not familiar with these ethical requirements, the CONTRACTOR should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CONTRACTOR or its agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Agreement immediately upon notice to the CONTRACTOR. In addition, the CONTRACTOR may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The CONTRACTOR warrants that the CONTRACTOR and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

D. The CONTRACTOR affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1) The CONTRACTOR and any principals of the CONTRACTOR certify that:

(A) the CONTRACTOR, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CONTRACTOR will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CONTRACTOR and any principals of the CONTRACTOR certify that an affiliate or principal of the CONTRACTOR and any agent acting on behalf of the CONTRACTOR or on behalf of an affiliate or principal of the CONTRACTOR, except for de minimis and nonsystematic violations,

- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.7. Debarment and Suspension.

A. The CONTRACTOR certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONTRACTOR.

B. The CONTRACTOR certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The CONTRACTOR shall immediately notify the Commission if any subcontractor becomes debarred or suspended, and shall, at the Commission's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

2.8. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONTRACTOR hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONTRACTOR will give written notice to the Commission within ten (10) days after receiving actual notice that the CONTRACTOR, or an employee of the CONTRACTOR in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CONTRACTOR certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.9. Employment Eligibility Verification. As required by IC §22-5-1.7, the CONTRACTOR swears or affirms under the penalties of perjury that the CONTRACTOR does not knowingly employ an unauthorized alien. The CONTRACTOR further agrees that:

A. The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

B. The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

C. The CONTRACTOR shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

2.10. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.11. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of

State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.13. Indemnification. The CONTRACTOR agrees to exculpate and hold harmless the State of Indiana, INDOT, the Commission and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the CONTRACTOR, including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order or decree. The Commission shall not provide indemnification to the CONTRACTOR.

The CONTRACTOR agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State, INDOT and the Commission in connection herewith in the event that the CONTRACTOR shall default under the provisions of this Section.

2.14. Independent Entity; Workers' Compensation Insurance. The CONTRACTOR is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

2.15. Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

2.16. Non-Discrimination.

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the Commission and any applicant or employee of the CONTRACTOR or any subcontractor.

Under IC 22-9-1-10 the CONTRACTOR covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CONTRACTOR understands that the Commission is a recipient of federal funds. Pursuant to that understanding, the CONTRACTOR agrees that if the CONTRACTOR employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not

exempt, the CONTRACTOR will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONTRACTOR shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of the Commission to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses furnish this information, the CONTRACTOR shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation

shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONTRACTOR shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CONTRACTOR may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.17. Penalties, Interest and Attorney's Fees. The Commission will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.18. Public Record. The CONTRACTOR acknowledges that the Commission will not treat this Agreement as containing confidential information.

2.19. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.20. Status of Claims. The CONTRACTOR shall be responsible for keeping the Commission currently advised as to the status of any claims made for damages against the CONTRACTOR resulting from services performed under this Agreement.

2.21. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.22. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

2.23. Disadvantaged Business Enterprise Program. Notice is hereby given to the CONTRACTOR or SUB-CONTRACTOR that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Grant Agreement and, after notification, may result in termination of the Agreement or such remedy as the Commission deems appropriate. The referenced section requires the following policy and disadvantaged business enterprise (DBE) assurance to be included in all subsequent Agreements between the CONTRACTOR and any SUB-

CONTRACTOR:

The CONTRACTOR, and any sub recipient or SUB-CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

As part of the CONTRACTOR's equal opportunity affirmative action program, it is required that the CONTRACTOR shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise SUB-CONTRACTORS, vendors or suppliers.

2.24. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. The headings are inserted for convenience only and do not constitute part of this Agreement.

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RESOLUTION 17-01

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ESTABLISHING AN INTERNAL CONTROL SYSTEM AND POLICY AND A MATERIALITY/IRREGULAR VARIANCES, LOSSES, AND SHORTAGES POLICY

WHEREAS, the Northwestern Indiana Regional Planning Commission as established under IC 36-7-7.6 falls under "Other Governmental Units" in the Uniform Internal Control Standards for Indiana Political Subdivisions; and

WHEREAS, pursuant to I.C. 5-11-1-27, the Northwestern Indiana Regional Planning Commission (Commission) must adopt an Internal Control System and Policy, establish a Materiality Threshold related to irregularities and ensure that the appropriate personnel as specified in IC 5-11-1-27 (c) are trained upon such; and

WHEREAS, all Commission officials and employees of the Commission are hereby directed to abide by and to cooperate fully in the implementation of the Internal Control Policy;

WHEREAS, the Commission has established the Finance and Personnel Committee, composed exclusively of Commission members appointed by the Chair, to exercise financial oversight over Commission operations and to establish more detailed financial guidelines. The Commission hereby appoints the Finance and Personnel Committee as the Oversight Committee to oversee and monitor that the internal controls are approved, implemented and followed.

WHEREAS, the Finance and Personnel Committee will report to the Commission any encounters of irregular variances, losses, and shortages reported to the State of Indiana Board of Accounts.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY the Commission the following:

SECTION 1. INTERNAL CONTROL SYSTEM AND POLICY

Mission.

The Commission through its Finance and Personnel Committee finds that its mission as related to an internal control system is as follows:

- (1) Provision of a democratic governmental structure at the grassroots level;
- (2) Provision of services as determined through the governmental process including but not limited to administration, grant administration and planning;
- (3) Promotion of government efficiency, accountability, reliability and transparency; and
- (4) Promotion of safeguards to reduce the risk of loss due to fraud, waste, abuse, mismanagement or errors.

Objectives.

The Commission through its Finance and Personnel Committee finds that its interrelated and often overlapping objectives as related to an internal control system are as follows:

- (1) *Operations objectives.* These objectives involve the ways governmental services are performed and the performance of those providing governmental services including by way of example budgeting, purchasing, cash management, and planning among others.
- (2) *Reporting objectives.* These objectives involve the filing of financial and nonfinancial information to those inside the government and those outside of the government including by way of example filing the annual report, audit cooperation, filing uniform conflict of interest forms, and the other filings with any governmental agency or official or information required to be maintained on file and responding to a public records request among others.
- (3) *Compliance objectives.* These objectives involve the adherence to law and regulations including by way of example following guidance documents such as the State Board of Accounts' manuals, bulletins, directives and directions and including other outside-of-government trainings and documents.

Standards adopted.

The Commission through its Finance and Personnel Committee adopts and directs the minimum level of internal control standards and internal control procedures for an internal control system that includes the following five standards to promote government accountability and transparency as described in the Uniform Internal Control Standards for Indiana Political Subdivisions guidance document from the State of Indiana Board of Accounts dated September 2015, and as thereafter modified:

- (1) Control environment.
- (2) Risk assessment.
- (3) Control activities.
- (4) Information and communication.

(5) Monitoring activities.

Principles.

The Commission through its Finance and Personnel Committee adopts and directs the following principles in explanation of the pertinent standards to be followed at all levels of the Commission:

(1) Control Environment.

(a) The oversight body and management demonstrate a commitment to integrity and ethical values.

(b) The Finance and Personnel Committee as the oversight body oversees the Commission through its internal control system.

(c) Management establishes an organizational structure, assigns responsibility, and delegates authority to achieve the Commission's objectives.

(d) Management demonstrates a commitment to attract, develop, and retain competent individuals.

(e) Management evaluates performance and holds individuals accountable for their internal control responsibilities.

(2) Risk Assessment.

(a) Management defines objectives clearly to enable the identification of risks and defines risk tolerances.

(b) Management identifies, analyzes and responds to risk related to achieving the defined objectives.

(c) Management considers the potential for fraud when identifying, analyzing and responding to risks.

(d) Management identifies, analyzes, and responds to significant changes that could affect the internal control system.

(3) Control Activities.

(a) Management designs control activities to achieve objectives and respond to risks.

(b) Management designs the Commission's information system and related control activities to achieve objectives and respond to risks.

(c) Management implements control activities through policies.

(4) Information and Communication.

(a) Management uses quality information to achieve the Commission's objectives.

(b) Management internally communicates the necessary quality information to achieve the Commission's objectives.

(c) Management externally communicates the necessary quality information to achieve the Commission's objectives.

(5) Monitoring Activities.

(a) Management establishes and operates monitoring activities to monitor the internal control system and evaluate the results.

(b) Management remediates identified internal control deficiencies on a timely basis.

System established.

The Commission adopts the internal control standards herein to establish an effective internal control system for the Commission through its design, implementation, and operation.

The Commission directs that the above standards be used to design, implement, operate and modify current operations, reporting and compliance objectives that will safeguard the assets of the Commission; promote reliability, accountability and transparency of financial and nonfinancial information; and assure compliance with laws and regulations for each office, department, and personnel for an effective and reasonable internal control system of the Commission.

Oversight body/Policy.

The Finance and Personnel Committee of the Commission shall serve as the oversight body of the internal controls system and policy. The Executive Director, or his designee, will create the internal controls systems policy and such policy, once adopted, will be included with other policies of the Commission. Management constitutes all department heads and the Executive Director.

Applicability.

The personnel, whether an official or employee, of the Commission whose official duties include receiving, processing, depositing, disbursing, or otherwise having access to funds that belong to the federal government, state government, a political subdivision, or another governmental entity shall comply with these minimum internal control standards and procedures and any other policy regarding standards and procedures determined necessary by the Commission now and as modified in the future.

The personnel of the Commission whose official duties include receiving, processing, depositing, disbursing, or otherwise having access to funds that belong to the federal government, state government, a political subdivision, or another governmental entity shall be trained, unless on leave status, on the minimum internal control standards and procedures and any other standards and procedures determined necessary by the Commission and shall cooperate with the Executive Director or his designee to timely certify to the State of Indiana Board of Accounts that the training was received by personnel as provided by law.

The Commission authorizes the Executive Director or his designee to determine the position and person who shall abide by this internal control policy and are required to take associated training. Such personnel shall be notified.

Implementation/Violation.

All officials and employees of the Commission are hereby directed to abide by and to cooperate fully in the implementation of the internal control system of the Commission.

An employee who fails to abide by or cooperate with the implementation, compliance, and certifications connected with the internal control system commits a violation of workplace standards and may result in the discipline, including termination, of the employee.

An official of the Commission who fails to abide by or cooperate with the implementation and the mandated certifications of the internal control system may be subject to any action allowed by law.

Implementation/Methods.

This policy may be implemented by any or all of the following actions or such others as authorized by the Commission's Finance and Personnel Committee:

- (1) Posting a copy of the resolution in its entirety in at least one location at the Commission where it posts employer posters or other notices to its employees;
- (2) Providing a copy of the resolution to its employees and officials;
- (3) Posting a copy of the adopted resolution on the Commission's website; or
- (4) Any such other action or actions that would communicate the policies established by this chapter to its employees and officials.

SECTION 2. MUNICIPAL MATERIALITY/ IRREGULAR VARIANCES, LOSSES, and SHORTAGES

Purpose

There is hereby established the municipal statement on materiality and standards of conduct related to encounters of irregular variances, losses, and shortages. This is intended to comply with the provisions of I.C. 5-11-1-27(j), and State Examiner Directive 2015-6 issued November 18, 2015, amended April 7, 2016, and each as currently in effect, or amended hereafter from time to time.

Materiality Threshold

There are hereby established materiality thresholds for the purposes of reporting irregular variances, losses, shortages and thefts.

The materiality threshold to determine the necessity of reporting by the Commission shall be Fifteen Thousand (\$15,000.00) Dollars;

If the irregular variance, loss or shortage is not cash or a cash-equivalent, the value of the item at the time of the variance, loss or shortage shall be used to determine whether the materiality threshold has been met.

All irregular variances, losses or shortages exceeding the above thresholds shall be reported upon completion of the bank reconciliations or within thirty (30) Days of the monthly accounting period closing, whichever occurs first, to the State of Indiana Board of Accounts. In addition, irregular variances, losses or shortages which occur more often than four (4) times in a month and which in the aggregate total the amounts indicated above shall be reported immediately to the State of Indiana Board of Accounts.

Any *theft* of public funds or assets of *any* value upon discovery shall be immediately reported to the State of Indiana Board of Accounts and the Office of the Porter County Prosecuting Attorney. Materiality does not apply.

In addition, the Executive Director or his designee shall send written notice to the Commission's Chair and Treasurer regarding any notices of reporting irregular variances, losses, shortages and thefts reported to the State of Indiana Board of Accounts.

Duties of Public Officers with Knowledge of Misappropriation

A public officer who has knowledge of or reasonable cause to believe that there has been a misappropriation and/or theft of public funds or assets of the public office shall immediately send written notice of the misappropriation and/or theft to the State of Indiana Board of Accounts and the Office of the Porter County Prosecuting Attorney, all pursuant to I.C. 5-11-1-27(l).

After the public officer notifies the State of Indiana Board of Accounts, a copy of the notification shall be forwarded to the Executive Director. Upon receipt the Executive Director or his designee shall forward a copy of the notification to the Commission's Chair, Treasurer and Attorney.

Maintenance of Documentation

The Commission shall maintain records and documentation concerning irregular variances, losses, shortages and thefts in accordance with the required minimum internal control standards established as required by the State of Indiana Board of Accounts.

Resolution of Incidents Not Meeting the Materiality Threshold

The Commission shall immediately, upon discovery, investigate all irregular variances, losses, or shortages regardless of whether such meet the materiality threshold established by this chapter.

Upon conclusion of each such investigation, the Commission shall:

1. Implement procedures designed to prevent the recurrence of such incidents; and
2. Take appropriate action toward the employee(s)/Commission Official(s) responsible for the incident, which may include additional training, instruction, or disciplinary action.

Periodic Review of the Thresholds

The materiality thresholds fixed in Resolution 17-01 shall be periodically reviewed for sufficiency by the Executive Director or his designee who shall, when appropriate, recommend to the Commission's Finance and Personnel Committee such amendments as may be desirable or necessary to further perfect the sufficiency of the thresholds.

Duly adopted by the Northwestern Indiana Regional Planning Commission this 19th day of January 2017.

Chair

ATTEST:

Secretary

JOINT ENVIRONMENTAL MANAGEMENT POLICY COMMITTEE – URBAN WATERS PARTNERSHIP MEETING

Construction Advancement Foundation

November 3, 2016

Members/Guests: Geof Benson, Deb Backhus, Cathy Martin, Beth Jacobson, Milo Milatovic, Lauri Keagle, Kaitlyn McClain, George Topoll, Kevin Breitzke, Sylvia Graham, James Micheals, Lynda Lancaster, Sharon Partridge, Paul M. Buszka, Abu Moulta Ali, Susan MiHalo, Natalie Johnson, Gina Darnell, Cherie Fisher, Lynne Westphal, Sheela Johnson, Ellen Kapitan, Dan Plath, Chelsea Cottingham, Maggie Byrne, Sherryl Doerr, Brenda Scott Henry, Kelli Baxstrom

NIRPC Staff: Ty Warner, Kathy Luther, Joe Exl, Meredith Stilwell

Call to order and Pledge of Allegiance

Chairman Benson called the meeting to order at with the Pledge of Allegiance and self-introductions.

Approval of October 6, 2016 EMPC Minutes

On motion by Sylvia Graham and second by Susan MiHalo, the October 6, 2016 EMPC meeting minutes were unanimously approved as presented.

NIRPC Business:

a. **Greenways + Blueways 2020 Update** – *Kathy Luther, NIRPC*

The Greenways + Blueways 2020 Plan draft is out for public comment until November 21st. The conservation chapter and implementation portion of the plan dealing with conservation, green infrastructure and ecological sensitive transportation areas were made available to guests. Kathy reviewed maps from the conservation and recreation chapters and conservation goals from the implementation chapter with meeting attendees and asked those in attendance to comment on the draft plan. Comments from the meeting were recording for the public comment report.

Urban Waters Business:

a. **Partnership Update** – *Natalie Johnson, Urban Waters Coordinator*

Natalie gave background information on how and why Urban Waters came to be. She then announced that after being the Urban Waters Coordinator for 4½ years, she will be the new Executive Director of Save the Dunes beginning January 2017.

b. **Regional Urban Forestry Initiative Update** – *Joe Exl, NIRPC & Drew Hart, US Forest Service*

Joe announced that NIRPC was awarded a Great Lakes Restoration Initiative Grant from US Forest Service to plant trees in the area, specifically to mitigate emerald ash borer. The target is to plant approximately 700 trees with a minimum caliper of 1". NIPSCO will be providing help with a marketing and outreach strategy, and also help with a yard for tree storage. The RFP will hopefully be out by the end of November. Any community or not for profit can apply for trees to be planted on public land. Using the same RFP, the state nursery will have 5,000 trees grown to a minimum of at least a 1" caliper available to communities. There is no financial match, but communities have to show they will be watering the tree for three years.

Presentations:

b. **Early Detection Invasive Plants in Our Watersheds: What you Need to Know and How you Can Help** – *Susan MiHalo, The Nature Conservancy*

The purpose of the Great Lakes Early Detection Network project is to further efforts, develop a network of people willing to help, educate the public about invasive species and gather data needed for natural resource managers to take action. Susan informed the group on the impacts of invasive plants and some early detection species to watch for. Accomplishments to date were noted as well as how to use the EDDMapS website and smart phone app.

Pertinent Partner Updates:

- Partners announced new projects, gave updates on existing projects, asked for assistance and new partners introduced themselves to the group.

Meeting adjourned at 10:54 a.m.



2017 NIRPC COMMISSION MEETING DATES

All Commission/Executive Board meetings are held at NIRPC at 9:00 a.m. unless noticed otherwise.

January 19	Full Commission
February 16	Executive Board
March 16	Executive Board
April 20	Full Commission
May 18	Executive Board
June 15	Executive Board
July 20	Full Commission
<i>August</i>	<i>No meeting</i>
September 21	Executive Board
October 19	Executive Board
<i>November</i>	<i>No meeting</i>
December 14	Full Commission

Please be sure to consult the NIRPC website at www.nirpc.org for confirmation of meeting dates, times, and locations, which may be revised throughout the course of the year.

Technical Planning Committee Meeting

NIRPC Lake Michigan Room
6100 Southport Road, Portage
December 10, 2016
MINUTES

Chairman Michael Griffin called the meeting to order at 9:00 a.m. with the Pledge of Allegiance and self-introductions. Members present included Michael Griffin, Kevin Breitzke, Geof Benson, William Emerson, Jr., George Topoll, Margot Sabato, David Wright, Rebecca “Sis” Williams, Lyndsay Quist, Tyler Kent, Mark O’Dell, Tom MacLennan, Robin Barzoni-Tillman, Nicole Barker, Beth Shrader and Kay Nelson. Others present included Mitch Bishop, Mike Yacullo, Ismail Attallah, Dean Button, Joe Crnkovich, Jack Eskin, Tom Schmitt, Jake Dammarell, Salvatore DiBernardo, Claudia Taylor, Jeff Huet, Randy Strasser, Don Oliphant, Chris Moore, Keith Kirkpatrick, Teri Dixon, Frank Rosado, Jr., James Mandon, Woody Dresden and Andrew Steele. Staff present included Mitch Barloga, Gary Evers, Kathy Luther, Stephen Sostaric, Scott Weber, James Winters, Gabrielle Biciunas, Eman Ibrahim, Amanda Pollard and Mary Thorne.

The minutes of the November 1, 2016 Technical Planning Committee meeting were approved by general consent.

Mitch Barloga presented the status of the Greenways + Blueways 2020 Plan Update. Approval has been delayed due to the receipt of several significant comments. The modifications will be made and another 30-day comment period will be held.

Stephen Sostaric reported that there were no significant comments received on the SR 249 Bridge project.

Eman Ibrahim presented FY 2017-2018 UPWP Amendment #2 for road safety audits for Hobart, Griffith, Valparaiso and Lake County using HSIP penalty funds obligated at 100% totaling \$440,000. On a motion by Kevin Breitzke and a second by Geof Benson, the FY 2017 UPWP Amendment #2 was recommended by the Committee to the Commission for adoption.

Mitch Barloga presented the modified B-List of projects as approved by this Committee in November. Gary Evers stated that there was no money available at this time. On a motion by Rebecca Williams and a second by David Wright, the Committee voted to recommend the modified B-List of projects.

Gary Evers described Amendment #32 to the FY 2016-2019 Transportation Improvement Program for new, existing and deleted project phases. The amendment received the required comment period and review by the Inter-Agency Consultation Group. Brief discussion followed. On a motion by Geof Benson

and a second by George Topoll, the Committee voted to recommend FY 2016-2019 Transportation Improvement Program Amendment #32 to the Commission for adoption.

Topical Committee reports were given for the Environmental Management Policy Committee, Ped Pedal & Paddle Committee, Transit Operators Roundtable, Rail Vision Workgroup/Freight and the Surface Transportation Committee.

Teri Dixon of Chicago Metropolitan Agency for Planning said their *On to 2050* process continues.

There were no requests for public comment.

James Winters showed a brief video on the benefits of transit-oriented development in other parts of the country.

Kay Nelson noted the Chanute Prize for Team Innovation Awarded to the Calumet River Partners in Restoration Team from the Society of Innovators showcased in the lobby.

Michael Griffin announced the upcoming meetings and office closings at NIRPC. The next Technical Planning Committee meeting will be on January 10, 2017 at 9:00 a.m. in the Lake Michigan Room at the NIRPC office. Hearing no other business, he adjourned the meeting at 10 a.m.

A Digital MP3 of this meeting is filed. Contact Mary Thorne at the phone number or email below should you wish to receive a copy or a portion of it.

The Northwestern Indiana Regional Planning Commission (NIRPC) prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

Public Comment Report

Regional Corridors Study 30 Day Comment Period

The Northwestern Indiana Regional Planning Commission (NIRPC) held a 30-day public comment period on the Regional Corridors Study. The public comment period began on November 17, 2016 and ended on December 16, 2016.

The Regional Corridors Study is a technical assessment of connectivity within Northwest Indiana's transportation network. The goal of the study is to improve mobility and connectivity by providing new connections to existing or future transportation routes across the region. It also seeks to contribute to reducing congestion and travel time on major roadways.

A draft of the plan was made available at www.nirpc.org, and stakeholders were made aware via email, a news release, and social media. The public was able to comment via email, telephone, and regular mail. No public meeting was required.

None of the comments received were deemed significant and none resulted in changes to the document.

Comment	Manner Considered by Staff	Significant?	Need to Modify?
<i>Comments received via Email</i>			
<p>If Cline is connected between Main St. and Division and 93rd and 101st, you'd be able to go from Lake Michigan to Cedar Lake. How about 249 to 130? Forget the South Shore Extension, put that money to roads. It's a lose lose.</p>	<p>Two segments are suggested for Cline Ave. to improve north and south travel. Please check the map in page 11 in the report and look for segments #4 and #5 that reflect your recommendation. Regarding SR249 and SR130, the Willowcreek connection (segment 14 in the map) should provide a direct connection to SR249.</p>	No	No
<p>I strongly agree with the Next Steps and the Implementation. Yes, be sure that the segments are incorporated into local plans and into the long-range transportation element of the CRP. And work with the project sponsors to aggressively pursue funding.</p> <p>I think that a difficult project will be the connection of Main Street with Joe Orr Road, both because it's bi-state/ multi-jurisdictional and because not all local entities are supportive, yet. It will take a careful, strategic, sustained effort with Munster and Dyer to get that segment built. A design that is less intrusive to the neighborhood will be important and may help the political leaders and residents to better accept the project.</p> <p>Communicate with SSMMA staff about any Main Street progress, and include them in key, if not all coordination meetings. (I assume that SSMMA knows about the corridor study.) Stay informed from SSMMA about the progress of the extension of Joe Orr Road toward the state line. It's an important bi-state connection, not that all the others in the study are not also very important to a more connected regional highway system. Keep up the good work.</p>	<p>Thanks for your comment. NIRPC is in the process of organizing a meeting with all the involved entities of the IL proposed connections from Main St. and 109th.</p>	No	No

<p>Thanks for giving me an opportunity to suggest some ideas to help congestion in northwest Indiana.</p> <ol style="list-style-type: none"> 1. Kennedy Ave should be completed to Route 30 and increased to 5 lanes. 2. Main Street should be completed to Burnham Ave in Illinois in the West and to Broadway on the East. Main should be 5 lanes wide. 3. 45th street should be widened to 5 lanes wide and connect with Interstate 65. 4. Cline Ave. should be widened to 5 lanes wide and connect from ridge road to lake shore drive in Cedar Lake. 5. Calumet Ave and 109th Street should be 5 lanes wide to accommodate the new private Christian High School that will have the capacity for 1000 students. 6. 109th Street from Main to go straight west to Highway 231. 	<ol style="list-style-type: none"> 1. Kennedy Ave to US 30 connection is considered in segment #3 on the map. 2. Main St.'s proposed connection is reflected in segment #1. 3. The recommendations in bullet points 3, 4, and 5 will be considered in the next phase that will include more detailed planning and engineering for all the suggested segments. 4. For recommendation 6, it is staff's understanding the comment refers to E 109 Ave. that continues as North St. west of Broadway, then continues west of Main St. and stops before it connects with SR231/ W 109 Ave. It is a good suggestion for an additional segment and it will be considered and discussed with the City of Crown Point staff in the next update of the study. <p>Thank you for your comments!</p>	<p>No</p>	<p>No</p>
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RESOLUTION 17-02

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ADOPTING THE RIONAL CORRIDORS STUDY FOR FISCAL YEAR 2017

WHEREAS, Northwest Indiana's citizens require a safe, efficient, effective resource-conserving regional transportation system that maintains and enhances regional mobility and contributes to improving the quality of life in Northwest Indiana

WHEREAS, the Commission has adopted, amended or updated various regional transportation plans for Lake, Porter and LaPorte Counties over the years in light of new information and changing conditions; and

WHEREAS, the work contained in this project respond to the transportation and air quality planning needs of Northwest Indiana and are in keeping with federal requirements found in the Clean Air Act Amendments of 1990 and the Fixing America's Surface Transportation (FAST) Act of 2015 and accompanying guidelines and regulations;

WHEREAS, in response to the *2040 Plan* goal to enhance the integration and connectivity of the transportation system, across and between modes, for people and freight; and

WHEREAS, NIRPC's objectives to enhance connectivity between housing, jobs, services, and educational facilities as well as reducing congestion and improve the internal connectivity of the transportation network.

WHEREAS, NIRPC conducted a *Regional Corridors Study (RCS)* to provide new connections to existing or future transportation routes across the region that will contribute to reducing congestion and travel time on major roadways;

WHEREAS, the focus of the study is to functionally fill a gap between regionally significant highways and local major and minor arterials and provide multiple direct routes between US 30 and Interstate 80/94;

WHEREAS, the 45 miles stretch on Interstate 80/94 includes 14 interchanges; however, only 6 of them are regionally connected, through major arterials, to US 30 the major east-west connector in the region.

WHEREAS, the study identified 22 missing segments within the three county area. these segments are evaluated and scored based on prioritization methodology and criteria;

WHEREAS, in order to determine the effects of each of the missing segment's ability to improve congestion on the nearby network, NIRPC utilized the travel demand model, crash data, roadway connectivity, demographic analysis, land use analysis, and a preliminary red flag analysis.

WHEREAS, the RCS corridors and its missing segments will serve the regional transportation needs and it will be integrated into the Long Range Transportation Plan;

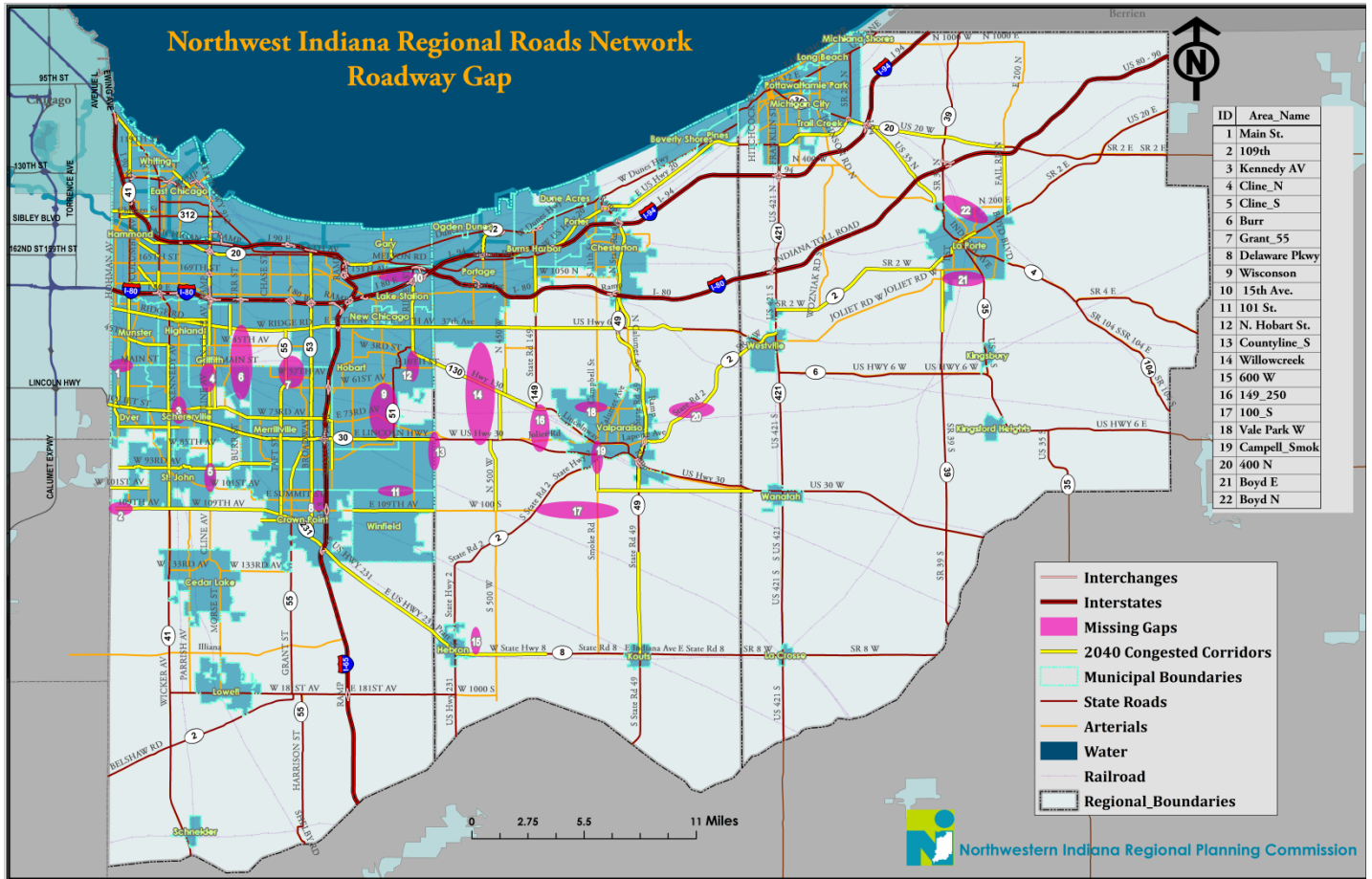
NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission adopts the Regional Corridor Study.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this nineteenth day of January, 2017.

Chairperson

ATTEST:

Secretary



Regional Corridor Study- Priority Table

Roadway Segment	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	Total Score
Main St	15	15	6	12	18	6	0	8	3	6	89
Cline Ave N	15	15	8	12	18	3	0	8	6	0	85
Willowcreek Rd	15	15	6	12	18	0	0	8	6	3	83
Burr St	15	15	8	12	18	0	0	8	6	0	82
Kennedy Ave	15	5	8	12	18	6	3	8	3	3	81
Grant St	10	10	8	12	18	6	0	8	6	3	81
15th Ave	15	10	8	12	18	0	0	8	6	3	80
Campbell St	10	0	8	12	18	6	6	8	3	0	71
Cline Ave S	15	10	3	12	18	0	0	0	6	6	70
N Hobart Rd	10	10	6	12	18	0	0	8	3	3	70
Wisconsin St	15	5	6	12	18	0	0	8	3	0	67
County Line Rd	15	5	3	12	18	0	0	8	0	3	64
Boyd Blvd N	10	10	6	12	12	0	0	8	6	0	64
101st Ave E	15	10	3	12	12	0	0	8	0	3	63
600 W	10	5	3	12	18	0	0	8	0	6	62
Vale Park Rd W	5	0	6	12	18	3	0	8	3	6	61
109th Ave	15	15	3	0	18	0	0	0	0	6	57
Boyd Blvd E	10	0	6	12	12	0	0	8	6	3	57
Delaware Pkwy	10	0	8	12	12	0	0	8	0	3	53
Vale Park Rd E	5	0	3	12	18	0	0	0	3	6	47
SR-149	15	5	3	0	18	0	0	0	0	3	44
100 S	5	5	3	0	18	0	0	0	0	3	34

RESOLUTION 17-03

**A RESOLUTION OF THE NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION AMENDING THE
2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE,
PORTER, AND LAPORTE COUNTIES, INDIANA
AMENDMENT NO. 33
January 19, 2017**

WHEREAS, Northwest Indiana's citizens require a safe, efficient, effective, resource-conserving regional transportation system that maintains and enhances regional mobility and contributes to improving the quality of life in Northwest Indiana; and

WHEREAS, the Northwestern Indiana Regional Planning Commission, hereafter referred to as "the Commission", being designated the Metropolitan Planning Organization (MPO) for the Lake, Porter and LaPorte County area, has established a regional, comprehensive, cooperative, and continuing (3-C) transportation planning process to develop the unified planning work program, a transportation plan, and a transportation improvement program to facilitate federal funding for communities, counties, and transit operators, and to provide technical assistance and expertise to regional transportation interests; and

WHEREAS, the Commission performs the above activities to satisfy requirements of the Fixing America's Surface Transportation (FAST) Act of 2015 (PL 114-94), applicable portions of all prior federal transportation program authorizing legislation, as well as other federal, state, and local laws mandating or authorizing transportation planning activities; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the *2040 Comprehensive Regional Plan (CRP), as amended*; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is an implementation of the *2040 Comprehensive Regional Plan (CRP), as amended*; is fiscally constrained, and is consistent with the State Implementation Plan for Air Quality; and

WHEREAS, the FY 2016-2019 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U. S. Environmental Protection Agency; and

WHEREAS, the changes to the FY 2016-2019 Transportation Improvement Program brought about by this amendment were reviewed by the Air Quality Conformity Task Force’s Interagency Consultation Group (ICG); and

WHEREAS, the changes to the FY 2016-2019 Transportation Improvement Program brought about by this amendment were subjected to public comment in the manner prescribed by the 2014 Public Participation Plan with no comments received; and

WHEREAS, the Technical Policy Committee (TPC) has recommended that the Northwestern Indiana Regional Planning Commission make these changes to the 2016-2019 Transportation Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the 2016-2019 Transportation Improvement Program by adding the new projects and making other changes as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this nineteenth day of January, 2017.

Chairperson

ATTEST:

Secretary

2016-2019 Transportation Improvement Program for Lake, Porter, and LaPorte Counties, Indiana
 Amendment #33 January 2017

New LPA Projects/Project Phases

DES	Sponsor	Project	Action Requested	Federal		Year	Funds		Non-Federal
				Funds	Phase		Total	Federal	
1601923	Portage	Bridge rehab/repair Willowcreek Rd bridge over I-80/90	Add Phase	STBG II Chicago UA	CN	2018	\$ 800,000	\$ 640,000	\$ 160,000
This project replaces 1173716, City of Portage city-wide traffic interconnect system. Executed agreement between City & INDOT assigned bridge maintenance responsibilities to City.									
1382601	Valparaiso	Construct Silhavy Rd Roundabout at LaPorte Ave	Add project to TIP (Advance CN from 2022) & Increase Award.	STBG II Chicago UA	CN	2018	\$ 4,448,451	\$ 3,558,760	\$ 889,691

CN moved from 2022 to 2018.

Deleted LPA Projects/Project Phases

0900075	Valparaiso	Reconstruct Silhavy Rd from LaPorte Ave to Evans Ave. No Added Travel Lanes.	Remove from TIP (Delay project to 2022)	STBG II Chicago UA	CN	2018	\$ 3,587,600	\$ 2,870,808	\$ 716,792
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CN moved from 2018 to 2022.