



6100 Southport Road  
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www.nirpc.org

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION**  
**EXECUTIVE BOARD MEETING**  
October 19, 2023 at 9:00 A.M.  
NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Richard Hardaway
- 2.0 New Appointments to the Commission - Attorney Dave Hollenbeck
- 3.0 Roll Call – Candice Eklund
- 4.0 Public Comment on Today's Agenda Items  
*Members of the audience who have signed up to comment on agenda items will be recognized by the Chair. Time is limited to 3 minutes per commenter.*
- 5.0 Approval of the Minutes of the September 21, 2023, Executive Board Meeting (pp. 1-2)  
***ACTION REQUESTED: Approval***
- 6.0 Report of the Chair – Richard Hardaway
- 7.0 Report of the Executive Director - Ty Warner
- 8.0 Environmental Management Policy Committee – Bill Emerson
- 9.0 Finance and Personnel Committee – Wendy Mis (pp. 3-35)
  - 9.1 Contract for Non-Profit Transportation Feasibility Study, *Lisa Todd* (p. 5-35)  
***ACTION REQUESTED: Approval***
- 10.0 Technical Planning Committee - Kevin Breitzke (pp. 36-46 )
  - 10.1 Resolution #23-03: [Sensible Tools Handbook+](#), *Eman Ibrahim* (p. 39)  
***ACTION REQUESTED: Approval***
  - 10.2 Resolution #23-13: Adjusted Urban Area Boundaries, *Grace Benninger* (pp. 40-46)  
***ACTION REQUESTED: Approval***
- 11.0 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 12.0 Other Business
- 13.0 Announcements
- 14.0 Adjournment  
The next meeting on December 7 will be a Full Commission meeting. NIRPC's 2024 budget will be on the agenda, which requires a quorum of the Full Commission for approval.

# NIRPC Executive Board Meeting

6100 Southport Road, Portage, IN

September 21, 2023 Minutes

## Call to Order

Chairman Richard Hardaway called the meeting to order at 9:00 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

## New Appointments to the Commission

Dave Hollenbeck announced the appointment to the Commission of Robert Starkey (Dyer), replacing former Commissioner Mary Tanis.

**Roll call** - Taken by Candice Eklund.

## Present

The 8 Executive Board members present at the meeting included Kevin Breitzke (Porter County Surveyor), Tom Dermody (La Porte), Bill Emerson (Lake County Surveyor), Richard Hardaway (Merrillville), Justin Kiel (LaPorte County Council), Sue Lynch (Portage), Wendy Mis (Munster), and Jim Ton (Chesterton).

The 11 other Commissioners present at the meeting included Robert Carnahan (Cedar Lake), Don Craft (Porter), Daina Dumbrys (Michiana Shores), Robert Forster (Kouts), Ellen Hundt (Beverly Shores), Jane Jordan (Burns Harbor), Randall Niemeyer (Lake County Council), Tom Schmitt (Schererville), Gerald Swets (St. John), Sharon Szwedo (New Chicago), and George Topoll (Union Township). Also present was Adam Parkhouse representing INDOT.

## Absent

The 2 Executive Board members absent from the meeting included Kyle Allen (Lake County Commissioner) and Jim Pressel (Governor Appointee).

Kingsbury and The Pines have appointed no representatives to NIRPC.

Staff present included Ty Warner, Tom Vander Woude, Mitch Barloga, Grace Benninger, Kevin Polette, and Candice Eklund.

**Public Comment** – There were no public comments.

## Approval of Minutes

The minutes of the July 20, 2023, Full Commission meeting were approved on motion by Sue Lynch and seconded by Tom Dermody.

## Report of the Chair – Richard Hardaway

Richard Hardaway had no updates to report.

## Report of the Executive Director - Ty Warner

Ty Warner announced an EV (Electric Vehicle) Bootcamp will be held at NIRPC on October 5, 2023. This is the third in the EV Bootcamp series being held in partnership with Drive Clean Indiana.

## Finance & Personnel Committee (F & P) – Wendy Mis

Wendy Mis reported the F&P Committee met this morning to review financial reports, bank reconciliations, and claim registers for July and August 2023. The F&P Committee brought the action item below to the Executive Board for consideration and approval. The next F&P meeting is scheduled for October 19 at 8:00 a.m.

- Marquette Greenway Trail Interlocal Agreements for Michigan City and the City of Gary: Mitch Barloga presented stating the two local agreements are to secure local match obligations with the City of Gary and the City of Michigan City for the Marquette Greenway project. The 60-mile trail project that extends from Chicago to New Buffalo, Michigan was approved for \$18 million in federal funding in 2021 through a RAISE grant but was \$5 million short of the \$23 million applied for. Efforts to reduce the local match obligations have been ongoing since 2021. The four communities involved in these efforts are the City of Portage and New Buffalo, Michigan, who each have signed an interlocal agreement by executive action, and the City of Gary and the City of Michigan City who each requested their interlocal agreement be approved by NIRPC's Commission. On motion by Jim Ton and seconded

by Tom Dermody, the Executive Board approved the Marquette Greenway Trail Interlocal Agreements for the City of Gary and the City of Michigan City.

**Technical Planning Committee (TPC) - Kevin Breitzke**

Kevin Breitzke reported the TPC met on September 12, 2023. The TPC brought the action item below to the Executive Board for consideration with a favorable recommendation. The next TPC meeting is scheduled for October 3, 2023.

- Resolution #23-12: Amendment #1 of the FY 2024 Unified Planning Work Program (UPWP) – Tom Vander Woude presented stating this is a minor amendment to the UPWP, which is a list of activities that NIRPC undertakes during a fiscal year, along with the financial resources that are devoted to those activities. Tom discussed the summary of the amendment and provided a brief explanation of the four actions. On motion by Wendy Mis and seconded by Bill Emerson, the Executive Board approved Resolution #23-12.

Grace Benninger provided an update on the Urban Area Boundaries (UAB). Every 10 years the U.S. Census Bureau delineates Urban Areas by using a list of objective criteria. The map adjustment process in 2010 designated two urbanized areas, Chicago, and Michigan City. The 2020 census urban area added the creation of a third large, urbanized area for Valparaiso/Shorewood Forest. States and metropolitan planning areas in coordination with local officials may adjust the census designated to create an Adjusted Census Urban Boundary (ACUB). The adjustment can only expand an urban area and not shrink it. The overall goal of the ACUB is to prevent switching back and forth between rural and urban areas, which determine funding eligibility and continuity of transportation funding. In July this year, NIRPC staff met with the communities located on the edge of a boundary and presented them with a draft adjustment. The TPC will vote to recommend the final UAB at the Commission meeting on October 19, 2023 for approval. INDOT will review all state adjusted urban area boundaries and submit to FHWA for approval by December 29, 2023.

**INDOT – Adam Parkhouse**

Adam Parkhouse reported INDOT is preparing for winter by completing truck inspections and filling salt reserves. Adam noted the ramp connecting I-65 North to I-94 West has been closed for ramp repair for over two weeks and will reopen next week.

Bill Emerson said he has received reported issues regarding INDOT bridges and bridge approaches regarding trucking communities tending to have more issues with damage to their axis in Indiana compared to other states. Randall Niemeyer added he feels it's an engineering issue in Indiana and agreed other trucks have traveled surrounding states with no issues. Adam Parkhouse stated INDOT is aware of the issues and is looking into it, but in the meantime suggested they contact him or call customer support (855-INDOT4U) to report specific issues.

**Other Business**

No other business was reported.

**Announcements**

Bob Carnahan relayed announcements of various events in Cedar Lake.

**Adjournment**

Hearing no other business, Richard Hardaway adjourned the meeting at 9:37 a.m. The next meeting on October 19, 2023, will be an Executive Board meeting.

*The livestream video recording of this meeting is available on NIRPC's YouTube Channel at [Commission Meeting 9-21-23 - YouTube](#)*

NORTHWESTERN INDIANA REGIONAL PLANNING  
COMMISSION FINANCE AND PERSONNEL COMMITTEE  
July 20, 2023 / NIRPC Dune Room – 8:00 a.m.

Members present

Bob Carnahan, Don Craft, Justin Kiel, Wendy Mis, George Topoll

Staff and others present

Ty Warner, Talaya Jones, Meredith Stilwell, Darin Sherman, Lisa Todd, David Hollenbeck

Due to lack of quorum, Talaya Jones began presenting the financial, informational only, portions of the agenda which did not require voting.

Review of Financial Status – May 2023 Budget vs Actual

Talaya Jones presented the May 2023 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, and the Revolving Loan Fund Account.

Talaya presented the May 2023 general fund financial reports. Total expenditures for the period ending May 31, 2023, were \$2,156,840 of the \$15,899,219 budgeted. Talaya noted that the Copier Leasing and Computer Service Maintenance expenses had been reconciled and would be included in the August financial report. Total general fund revenue for the period was \$80,928 of the \$4,164,925 budgeted. Talaya noted that quarterly reimbursements were done and would be reflected in the June reports.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date May 2023. Total NIRPC CARES fund expenditures for the period ending May 31, 2023, was \$12,438 of the \$162,250 budgeted. Total CARES revenue collected for the period was \$12,199 of the \$150,368 budgeted. It was explained that the CARES Act funding would be expiring in March 2024.

Review of Financial Status – June 2023 Budget vs Actual

Talaya Jones presented the June 2023 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, and the Revolving Loan Fund Account.

Talaya presented the June 2023 general fund financial reports. Total expenditures for the period ending June 30, 2023, were \$3,107,158 of the \$15,899,219 budgeted. Talaya once again noted that the Copier Leasing and Computer Service Maintenance expenses had been reconciled and would be included in the August financial report. Total general fund revenue for the period was \$737,850 of the \$4,164,925 budgeted. The revenue included monies collected for 1<sup>st</sup> quarter 2023.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date June 2023. Total NIRPC CARES fund expenditures for the period ending June 30, 2023, was \$3,972 of the \$162,250 budgeted. Total CARES revenue collected for the period was \$14,063 of the \$150,368 budgeted.

Commissioner Topoll joined the meeting, a quorum was established, and the voting part of the meeting began with the Pledge of Allegiance.

Approval of Minutes

The minutes of the May 20, 2023 meeting were presented. On motion by Don Clark, second by Bob Carnahan and no opposition, the minutes were approved.

Approval of Claims Registers – May 2023

Talaya presented the May 2023 General Fund claims register totaling \$294,359.83 to the Committee for approval. On motion by Don Clark, second by Bob Carnahan and no opposition, the General Fund register of claims in the amount of \$294,359.83 was approved. The CARES Act register of claims totaling \$1,534.00 was presented for approval. On motion by Bob Carnahan, second by Don Craft and no opposition, the CARES Act register of claims in the amount of \$1,534.00 was approved.

### Approval of Claims Registers – June 2023

Talaya presented the June 2023 General Fund claims register totaling \$953,334.37 to the Committee for approval. On motion by Don Clark, second by Bob Carnahan and no opposition, the General Fund register of claims in the amount of \$953,334.37 was approved. The CARES Act register of claims totaling \$1,534.00 was presented for approval. On motion by Don Clark, second by Bob Carnahan and no opposition, the CARES Act register of claims in the amount of \$1,534.00 was approved.

Commissioner Carnahan noticed the totals of the CARES claims for May and June were the same amount. Talaya explained that is the monthly contract amount for RouteMatch.

### NIRPC FY 2024 Budget Amendment #1

Talaya presented a \$270,000 budget amendment to add new revenue and expenditures for the Marquette Greenway Project and a Non-Profit Transportation Feasibility Study. After discussion, on motion by Don Craft, second by Bob Carnahan and no opposition, FY 2024 budget amendment #1 was approved.

### Drive Clean Indiana 2023 (SFY 2024) Contract

Talaya presented the contract between Drive Clean Indiana, Inc. (DCI) and NIRPC. The contract includes Drive Clean Indiana as the sub-grantee to conduct education outreach and training to vehicle operators within Lake, Porter and LaPorte Counties and uses Congestion Mitigation and Air Quality (CMAQ) funds for this purpose. The total contract amount is \$441,250 with \$353,000 in federal funding and \$88,250 in local share from DCI. On motion by George Topoll, second by Don Craft and no opposition, the Committee recommended forwarding the Drive Clean Indiana 2023 (SFY 2024) contract to the NIRPC Executive Board with a recommendation for approval.

### NIRPC Building Lease

Ty reported that Dave reached out to Portage with the list of items NIRPC was looking for and a response had been received with initial thoughts. Ty and Dave will be meeting with Portage again to discuss things in more detail. Ty mentioned that the Portage Economic Development sublease with NIRPC is going to be extended for the rest of the year. NIRPC is awaiting signatures for the extension. In reviewing the sublease, which was originally to end in September 2023, it was found that the escalator for rent increases had not happened, and the amounts owed will be rectified.

### Personnel updates

Nothing to report. A brief discussion was held regarding this item on the agenda and if it should remain since NIRPC is now fully staffed. It was the Committees decision that the Personnel agenda item should remain on the meeting agendas.

### Other Business

Commissioner Topoll announced the Summertree Golf Course Auction is July 26. Commissioner Kiel remarked he noticed the interest earnings looked a little low and it might be beneficial to call the bank to ask for a higher rate. He noted the Indiana Trust Fund is currently paying 5.1%.

### Adjournment

There being no further business, the meeting was adjourned at 8:56 a.m.

# **PART I. BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND TRANSYSTEMS IN PARTNERSHIP WITH TRANSPRO CORPORATION FOR THE 2023 NON-PROFIT TRANSPORTATION FEASIBILITY STUDY PROCURED UNDER RFP 22-05.05**

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By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and the TranSystems in partnership with TransPro Corporation hereinafter referred to as the Contractor Team, the following is hereby mutually agreed to:

## **1.1 CONSTRUCTION OF AGREEMENT:**

This agreement consists of seven parts: (1) the basic agreement, (2) scope of work, (3) work plan, (4) schedule of fees, (5) project schedule, (6) Federal clauses, and (7) executed certifications. Each of these parts is hereby made a part of this agreement. The Commission shall be governed by and the Contractor Team shall comply with all terms and conditions set forth within all parts of the Agreement.

## **1.2 DESCRIPTION OF SERVICES PROVIDED BY THE CONTRACTOR:**

The Contractor Team shall provide the following: Conduct a study of the feasibility of coordinating the transportation services of specific nonprofit agencies in Lake and Porter Counties. The goal of this study is to determine whether organizing a new transportation agency to conduct transportation services for nonprofit agencies in Lake and Porter Counties is feasible. The Contractor Team shall perform the services in a manner consistent with the degree of skill and care exercised by similar contractor's offering like services, to the reasonable satisfaction of the Commission and as provided for in the scope of work and work plan which is described in **Parts 2 and 3 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.

## **1.3 COMPENSATION:**

The Contractor Team shall provide the identified goods and services as noted in Parts 2 and 3 of this Agreement, for a cost not to exceed \$58,170.20 as described in **Part 4 of this Agreement**. Payment for services provided by the Contractor Team will be on a reimbursement basis and in accordance with procedures provided for in the **Terms of Agreement section of this Agreement**.

## **1.4 TERMS OF AGREEMENT:**

The Contractor Team shall commence work hereunder in October of 2023 and all services must be completed by June 1, 2024.

## **1.5 PAYMENT PROCEDURES:**

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

- (A) The Contractor Team shall submit monthly invoices (based on a calendar year) to the Commission, which are sent the last week of the quarter for services rendered for that quarter.
- (B) The Contractor Team shall include on its invoice the amount due in proportion to the percentage of work complete.
- (C) The Contractor Team shall attach copies of invoices from Sub-contractors utilized in conjunction with this Agreement.
- (D) Invoices shall be accompanied by a narrative progress report describing activities which have been performed and for which reimbursement is being claimed.
- (E) Following its approval of the invoice and related materials submitted by the Contractor Team, the Commission shall make payment. Payment will normally be made within thirty days after said approval.
- (F) All invoices shall be submitted to:

accountspayable@nirpc.org

### **1.6 MODIFICATION PROVISIONS:**

This Agreement shall not be modified except in writing, signed by both parties to this Agreement. Further, the parties hereby agree that the Commission may hereby modify **Parts 2 and 3 to this Agreement** by adding, deleting or modifying tasks, subtasks, schedules or the content or quantity of products to be produced by the Contractor Team to the extent that such modifications result in no upward or downward cost adjustment.

### **1.7 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 Team only for services rendered and expenses incurred through the date of termination.

### **1.8 INDEMNIFICATION:**

The Contractor Team agrees to indemnify and hold the Commission, its employees, officers, and agents harmless from any liability, loss or damage they may suffer as the result of claims, demands, costs or judgments against the Commission arising out of Contractor Team's negligence in the activities to be performed by the Contractor pursuant to the provisions of this agreement.

### **1.9 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 October 2023.

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

**TRANSYSTEMS**

**By:**

**By:**

\_\_\_\_\_  
**Tyson Warner  
Executive Director**

\_\_\_\_\_  
**Lynn R. Otte  
Senior Vice President**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**

**Attest:**

\_\_\_\_\_  
**Talaya Jones  
CFO and Contracting Officer**

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## **PART II. SCOPE OF WORK**

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### **2.1 PROJECT OVERVIEW**

NIRPC is seeking assistance in conducting a feasibility study for Non-Profit Public Transportation Services Plan in Lake and Porter Counties.

### **2.2 FEASIBILITY STUDY SCOPE OF WORK**

Conduct a study of feasibility of coordinating the transportation services of nonprofit agencies in Lake and Porter Counties, potentially under a new transportation organization. The final recommendations will provide guidance and direction to various nonprofit organizations, education institutions, health care facilities, and government agencies on how to consolidate bus and van fleets and to jointly operate transportation services to the specialized clientele served by these organizations.

#### **2.2.1 Data Collection**

With the help of the BCGNWI & Goodwill, nonprofit agencies who operate transportation services in Lake and Porter Counties in Indiana will be identified. Up to 16 agencies will be contacted to identify the following information at a minimum:

- Type of transportation services they provide
- Number/type of vehicles
- Fleet age/replacement schedule
- Origins and destinations of clients needing transportation
- Hours of transportation services
- Type of dispatching
- Transportation budget and funding sources

#### **2.2.2 Stakeholder Interviews**

Stakeholder interviews will be held with up to 16 agencies. The Contractor Team will conduct a comprehensive review of the current transportation services offered by each individual agency. One on one interviews with staff from each department who participate in the provision of transportation services will be held. The result of the interviews will be to assist the Contractor Team in understanding the nuances of the specific programs. As part of the interviews, the Contractor Team will determine the agency's interest in coordinating transportation services and participating in a demonstration program.

#### **2.2.3 Summary of Transportation Services**

Once the information is gathered, the Contractor Team will provide a spreadsheet of all applicable agencies and the data that was collected. The analysis will include what time of day each agency provides transportation, what type of clients they are currently providing services to, which type of fleets are appropriate for what type of clients (e.g., seniors vs youth), whether the hours the agency provides transportation matches, etc. The result will be a list of agencies that have the compatibility to be paired together due to fleet availability, transportation needs, proximity, and other reasons.

#### **2.2.4 Examples of other Coordinated Transportation Agencies**

The Contractor Team should understand that there are existing examples of coordinated transportation companies/agencies. This includes the Community Transportation Network in LaPorte, IN and in Fort Wayne, IN; transportation management associations (TMAs); oversight coordinators of human service transportation plans (HSTP); mobility managers; etc. The Contractor Team's research will review and summarize how each of these structures works.

#### **2.2.5 Proposed Demonstration Project**

The Contractor Team would identify a small number of providers to recommend a proposed demonstration program. This information will provide the information to conduct the next phase of the study, i.e., a demonstration program. The demonstration program could include a consolidated call center, travel training session, shared scheduling and dispatching service and service delivery. High level cost estimates to set up a system should be included.

#### **2.2.6 Executive Team Workshop**

The Contractor Team should conduct an in-person workshop with the BGCGNWI & Goodwill executive teams and other agencies interested in participating in the demonstration program to define successful outcomes for a coordinated transportation service.

#### **2.2.7 Develop Performance Measures**

Using the stakeholder feedback and peer review, work with the BGCGNWI & Goodwill teams to develop performance measures for a potential new organization. Examples of performance measures could include cost per trip, improved program participation, and stakeholder satisfaction among other measures.

#### **2.2.8 Implementation Plan and Final Report**

The implementation plan and final report should include a matrix that identifies the timeline, those involved, the steps involved, the estimated cost, performance measures, and other important factors.

### **2.3 TIMELINE**

It is required that the Contractor Team complete and deliver all deliverables no later than **June 1, 2024**, and in accordance with the negotiated work plan. This work will be funded out of federal PL funds administered by INDOT, some of which will expire on June 30, 2024.

### **2.4 PROJECT DELIVERABLES**

1. Written reports at the conclusion of the project phases for a total of 6 reports including:
  - a. Summary of Stakeholder Interviews
  - b. Summary of Transportation Services
  - c. Proposed Demonstration Project Description
  - d. Executive Team Workshop Summary
  - e. List of Performance Measures
  - f. Implementation Plan and Final Report

2. Electronic copies of meeting notes/minutes.
3. Electronic copies of materials developed as part of this project in accordance with the work plan. This may include but is not limited to maps, graphs, charts, sketches, documents, spreadsheets, etc.
4. Monthly billings with sufficient detail to satisfy USDOT and INDOT requirements in a format prescribed by NIRPC.

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**PART III. WORK PLAN**

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## 2023 Non-Profit Transportation Feasibility Study Work Plan

TranSystems has prepared this Work Plan to address our approach to the Non-Profit Transportation Feasibility Study. The TranSystems team will conduct a study of the feasibility of coordinating the transportation services of specific nonprofit agencies in Lake and Porter Counties. Like many regions, many nonprofit agencies provide transportation services only to their clients. These nonprofit agencies range from educational institutions, senior centers, health care facilities, youth facilities, workshops, etc. However, a nonprofit is not in the transportation business and operating transportation can use up an inordinate amount of their time, staff, and budget. In addition, even though these are publicly financed vehicles, their use is not maximized like vehicles run by public transportation agencies. Therefore, there is the possibility those vehicles could be used elsewhere. The goal of this study is to determine whether organizing a new transportation agency to coordinate transportation services for nonprofit agencies in Lake and Porter Counties is feasible.

If combining services is feasible, the study will focus on which organizations’ transportation assets could best be combined. We are aware that this feasibility study must be developed in a manner that meets all federal legal requirements. The Infrastructure Investment & Jobs Act (IIJA) was signed into law on November 15, 2022, may result in new requirements. We offer a Work Plan that is flexible enough to allow for those new requirements.

### Data Collection

At the beginning of the study a kickoff meeting will be held with a Steering Committee composed of staff from NIRPC, Boys and Girls Club of Northwest Indiana (GCGNWI), and Goodwill, to review the project scope and to start discussing the various nonprofit agencies who operate transportation services in Porter and Lake Counties. At the conclusion of this meeting, the Steering Committee will provide the TranSystems team a list of nonprofit agencies to contact; it is assumed that there will be approximately 16 agencies to contact

**Kick-Off Meeting**

- *Engage with Steering Committee*
- *Review Project Scope*
- *Identify Non-Profit Agencies*

As the initiation of the data collection phase, the TranSystems team will reach out to set up one on one interviews with each agency. In order to make the data collection smoothly, either an online survey format will be used, or questions will be provided ahead of the one-on-one interview in order to collect the same information from each nonprofit agency. Interviews will be done virtually or in person, depending on the preference of the agency.

Each agency will be asked to provide the following information at a minimum:

- ▶ Type of transportation services they provide
- ▶ Description of clientele
- ▶ Number/type of vehicles
- ▶ Fleet age/replacement schedule
- ▶ Origins and destinations of clients needing transportation
- ▶ Hours of transportation services
- ▶ Method of dispatching
- ▶ Dispatching technology used (if any)
- ▶ Transportation budget and funding sources

The results of the data collection will be enhanced by the stakeholder interviews identified in the next task.

### Stakeholder Interviews

Once the data is collected, the TranSystems team will review the current transportation services offered by each agency. Stakeholder interviews will be held with up to 16 of nonprofit agencies that either provide relatively robust transportation service, idle their vehicles for a significant portion of the day, have clientele that are compatible with each other, or are in close proximity. The interviews will be held with staff responsible for providing transportation services. The interviews will assist the TranSystems team in understanding the nuances of each agency’s mission and how transportation fits in with that goal. As part of the interviews, we will determine the agency’s interest in coordinating transportation services and participating in a demonstration program.

**Deliverable: Summary of Stakeholder Interviews**

### Summary of Transportation Services

Once the data is collected and the stakeholder interviews have concluded, the TranSystems team will provide a report with summary tables and figures of the data that was collected. The analysis will include data such as service hours and days of the transportation provided; service area; types of riders; transportation fleet; facilities and infrastructure supporting that fleet, dispatching software, and number and skill level of staff operating the vehicles. The result will be a list of agencies that have the compatibility to be paired together due to fleet availability and compatibility, transportation needs, proximity, and impressions gleaned from the interviews.

**Deliverable: Summary of Transportation Services**



### Examples of other Coordinated Transportation Agencies

The TranSystems team is familiar with specific coordinated transportation companies/agencies in the region such as the Community Transportation Network in Laporte (Indiana) and the coordinated demand response services in McHenry County (Illinois). The team has also worked with transportation management associations (TMAs) in Tennessee and have worked with oversight coordinators while developing human service transportation plans (HSTP). Our experience has given the team an idea how each of these structures work, and further investigation will provide the information necessary to determine which agency structure would be right for a nonprofit coordinated transportation agency in Northwest Indiana.

### Proposed Demonstration Project

The TranSystems team would identify a small number of providers to be part of a proposed demonstration program for a coordinated transportation agency. This decision will be based on the interest of the agency, which type of vehicles can be used for clients at other agencies, if the hours of transportation needs are compatible, etc. A recommended list of those agencies that could participate in a demonstration project will be identified. The TranSystems team will then work with an Executive Team to flesh out the details of the coordinated transportation demonstration program.

**Deliverable: Proposed Demonstration Project Description**

### Executive Team Workshop

The TranSystems team would conduct an in-person workshop with key stakeholders from the agencies that will be participating in a demonstration program, i.e., the Executive Team. We will work with the Executive Team to define a vision of what a successful coordinated transportation service would look like. Details including a recommended organization structure, potential costs, operations, and dispatching would be identified. A discussion of performance measures would also occur.

**Deliverable: Workshop Summary Report**



### Develop Performance Measures

Using the feedback from stakeholder interviews, the Executive Workshop, and our peer review, we will work with the Steering Committee to develop performance measures for a potential new organization. Examples of performance measures could include cost per trip, cost per vehicle hour, improved ratio of service to vehicle hours, reductions in vehicle “down times”, improved program participation, expanded service areas and hours, and stakeholder satisfaction among other measures.

**Deliverable: List of Performance Measures**

### Implementation Plan and Final Report

The Implementation Plan and Final Report will include a matrix that identifies the timeline, agencies, or staff responsible for each step in the Plan, the estimated additional cost (or cost savings) of coordinating service, performance measures that will be used evaluating the success of the demonstration program, and other important factors. A draft Plan will first be developed for NIRPC review. Once edits are received, a Final Plan Report will be developed. The Plan Report will identify the feasibility of a coordinated transportation system and the next steps to set up a demonstration program. *(Note: This scope does not include setting up a demonstration program, but only providing guidance and recommendations.)*

**Deliverable: Implementation Plan and Final Report**

## Other Deliverables

In addition to the various reports listed, the TranSystems Team will also provide electronic copies of meeting minutes, other materials including graphics, charts, tables, etc. and then monthly or quarterly billings with progress reports to satisfy INDOT and USDOT requirements.

## Quality Assurance/Quality Control (QA/QC)

TranSystems has a robust QA/QC process for all our projects to demonstrate our commitment to provide products and services that meeting client and regulatory requirements. Our company’s Quality Assurance Manual was developed to promote a measure of uniformity in our quality process and to emphasize standards under which our staff is expected to execute. For each project a QA/QC manager is appointed; for this project, **Lynn Otte, Principal, will serve as the QA/QC Manager.** She will be responsible for meeting with the Project Manager, Gina Trimarco, on a regular basis to understand the status of the project and timeline and to review each deliverable prior to submitting the deliverable to NIRPC. Timepoints in the schedule will allow sufficient time for internal review of each deliverable. Lynn will also make sure that adequate staff is available to work on the project, allowing for sufficient time to produce quality results. She will also verify that project staff are utilizing the latest company products and standards for providing the best quality product. We are aware that NIRPC expects work products submitted for NIRPC review be of high quality and not contain errors, omissions, or typos. The TranSystems Team is ready to provide quality, on-time deliverables to NIRPC to meet their standards.



## PART IV. SHCEDULE OF FEES

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## Schedule of Fees

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<i>Task</i>	<i>Estimated Hours</i>	<i>Fee</i>
Project Management	39	\$7,375.00
Data Collection	45	\$5,850.32
15 Stakeholder Interviews	70	\$12,782.00
Summary of Transportation Services	20	\$2,628.64
Examples of Other Coordinated Transportation Agencies	36	\$5,992.56
Proposed Demonstration Project	46	\$8,092.56
Executive Team Workshop	37	\$6,314.00
Develop Performance Measures	22	\$3,850.00
Implementation Plan and Final Report	50	\$4,685.12
Additional Costs		\$600
<b>Total Cost</b>	<b>365</b>	<b>\$58,170.20</b>

## PART V. PROJECT SCHEDULE

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	2023					2024					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
<b>Kick-Off Meeting</b>		●									
<b>Data Collection</b>											
<b>Stakeholder Interviews</b>											
<b>Summary of Transportation Services</b>				*							
<b>Examples of Other Coordinated Agencies</b>											
<b>Proposed Demonstration Project</b>							*				
<b>Executive Team Workshop</b>											
<b>Develop Performance Measures</b>								*			
<b>Implementation Plan and Final Report</b>											

\* = Steering Committee Review Period

## PART VI. FEDERAL CLAUSES

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### GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FHWA CONTRACTS

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

**1.1. 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.

**1.2. 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.

**1.3. 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.

**1.4. 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.

**1.5. 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.

#### 1.6. 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.

**1.7. 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.

**1.8. 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.

**1.9. 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.

**1.10. 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.

**1.11. 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.

**1.12. 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.

**1.13. 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 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.

**1.14. 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.

**1.15. 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.

**1.16. 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.

**1.17. 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.

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

**1.19. 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.

**1.20. 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.

**1.21. 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.

**1.22. 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.

**1.23. 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.

**1.24. Conservation.** In carrying out this agreement, the CONTRACTOR agrees to comply with the requirements of mandatory standards as contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163,89 Statutes 871).

**1.25. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000).** In carrying out this agreement, the CONTRACTOR agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by grantees and subgrantees. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

**1.26. Copyright and Patent Rights.** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. FHWA, INDOT, and the Commission shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**1.27. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611).** The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving funds from the Federal Highway Administration (FHWA);

- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, or has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with FHWA funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to FHWA-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FHWA-assisted activity, or with respect to the proceeds from the FHWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**1.28. Remedies/Sanctions or Breach of Contract Terms.** Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

**1.29. Termination of Contract for Cause – 24 CFR 85.43 (All Contracts in Excess of \$10,000).** If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

**1.30. Termination for Convenience – 24 CFR 85.44 (All Contracts in Excess of \$10,000).** The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days-notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**Changes to Contract.** The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

**1.31 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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## **PART VII. EXECUTED CERTIFICATIONS**

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- Compliance with Federal Requirements
- Compliance with Debarment and Suspension
- Certifications Regarding Lobbying
- Non-Collusion Affidavit
- No Investment in Iran
- Employment Eligibility Verification

[remainder of page intentionally left blank]

### 5.1. Compliance With Federal Requirements

#### CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

TranSystems Corporation (Proposer) certifies that it can comply with the Federal requirements and conditions as outlined in this document.

  
\_\_\_\_\_  
Signature

Principal/Senior Vice President  
\_\_\_\_\_  
Title

8/31/2023  
\_\_\_\_\_  
Date

### 5.2 Compliance With Debarment and Suspension

#### CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS

(Contractors that apply or bid for an award of \$25,000 or more must file the required certification)

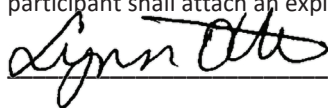
In regard to 2 CFR Part 180 and Executive Order 12549 and 12689

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

1. 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.
2. 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.
3. 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 and 12689 [2 CFR Part 180]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. 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.
5. 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.
6. 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 Nonprocurement List issued by U.S. General Service Administration.
7. 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.
8. 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.

**Pursuant to the above instructions:**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 C.F.R. 180] 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.



Signature of Proposer's Authorized Official

Lynn R. Otte, Principal/Senior Vice President

Name and Title of Proposer's Authorized Official

8/31/2023

Date



### 5.3 Certification Regarding Lobbying

#### CERTIFICATION REGARDING LOBBYING

##### 2 CFR Part 200 - Appendix II

##### Certification For Contracts, Grants, Loans, And Cooperative Agreements

(Contractors that apply or bid for an award of \$100,000 or more must file the required certification)

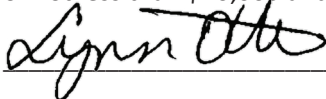
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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.



Signature of Proposer's Authorized Official

Lynn R. Otte, Principal/Senior Vice President

Name and Title of Proposer's Authorized Official

8/31/2023

Date

**5.4 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 proposing. 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.

Lynn R. Otte  
Printed Name of Proposer

  
Signature of Proposer

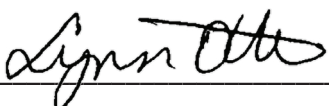
8/31/2023  
Date

### 5.5 No Investment in Iran

#### CERTIFICATION OF NO INVESTMENT IN IRAN

As required by IC 5-22- 16.5, Contractor certified that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

Contractor

Signed:  \_\_\_\_\_

Printed Name: Lynn R. Otte \_\_\_\_\_

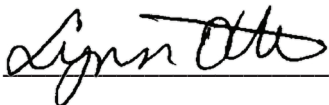
Title: Principal/Senior Vice President \_\_\_\_\_

### 5.6 Employment Eligibility Verification

#### EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the Federal E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. Contractor shall require its subcontractors, who perform work under this contract, to certify to the Commission that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of this agreement with the Commission and during the term of any subsequent contract with a subcontractor performing work under this agreement. The Commission may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Commission.

Contractor

Signed:  \_\_\_\_\_

Printed Name: Lynn R. Otte

Title: Principal/Senior Vice President

Date: 8/31/2023

**Technical Planning Committee**  
NIRPC Lake Michigan Room  
YouTube Recording:  
[Technical Planning Committee Meeting 7/11/23 - YouTube](#)  
September 12, 2023  
**Minutes**

Kevin Breitzke called the meeting to order at 10:01 a.m. with the Pledge of Allegiance. In attendance were Kevin Breitzke (Porter County), George Topoll (Union Township), Beth Shrader (Valpo Transit), Maxwell Rehlander (Valparaiso), Mark O'Dell (Chesterton), Julie Ritzler (INDOT), Ryan Lisek (DCI), Dean Button (Hammond), Kay Nelson (Forum), and David Wright (GPTC).

Also in attendance were Jeff Huet (Schererville), Jake Dammarell (BFS), and Steve King (Merrillville).

NIRPC staff present were Mitch Barloga, Tom Vander Woude, Grace Benninger, Kevin Polette, Ann Weitgenant, and Flor Baum.

On motion by Dean Button, second by Mark O'Dell, the Technical Planning Committee (TPC) approved the minutes of July 11, 2023 as presented.

There were no public comments.

**Planning**

Mitch Barloga presented on *NWI 2050+ Active Transportation (AT)*. The AT chapter supplements *NWI 2050+* which recognized the role of both trails and complete streets and established a funding framework for both. The region now has over 300 miles of local, regional, park, and multi-state trails. Trail development has robustly developed. Now there is a focus on street infrastructure, including ways to link trails together and to neighborhoods and major off-trail destinations. The Priority Trail Corridor identified 26 routes throughout the Region, spanning 200 mi. Survey results for the evaluation of infrastructure solutions (IF) were shared. Some higher-ranking and mid-ranking IF are as follows:

- Cycle Track: Medium volume downtown street; a two-way cycle track with physical separation. Score of 148.9.
- Side path: medium volume rural or low-density road with adjacent off-road shared use path and signed and enhanced. Score of 157.2.
- Off-street separated lane: medium volume street with bike lane above curb, adjacent to but differentiated from sidewalk. Score of 153.1.
- Bike boulevard: Low traffic street with features like markings, stop preferences, intersection improvements to increase bicycle and pedestrian safety. Score of 68.4.
- Neighborhood street: Low volume local street without other modifications. Occasional speed bump for traffic calming. Score of 84.6.

The proposed active network includes 48 routes within NWI. This includes routes from Dyer to Chesterton via Main Street and trails, Valparaiso to La Porte via SR 2. The AT Plan is being promoted through social media, email expediting firm, open-to-the-public presentations, via survey and website performance measures. For more information, please visit [www.nirpc.org](http://www.nirpc.org) to view the *2050+ AT Plan* or contact Mitch at [mbarloga@nirpc.org](mailto:mbarloga@nirpc.org).

Tom Vander Woude spoke on Resolution 23-12, Amendment one of the FY-24 Unified Planning Work Program (UPWP) for Lake, Porter and LaPorte counties. Amendment one of the 2024 UPWP includes the addition of HSIP and STBG flex funding, which is included in the FY 2022-2026 and FY 2024-2028 Transportation Improvement Programs. Amendment one also reallocates funding to the Special Planning Activities element for the E-Commerce Area Plan task and to the Multi-modal Planning element for a Non-Profit Transportation Feasibility Study. The Short-range planning (STBG Flex) for TIP software licensing renewal will increase from \$43,750 to \$53,130. The data collection and analysis for road safety audits will decrease

funding from \$125K to \$96,875. The regional LPA traffic signal study funds of \$12.5K will be removed. The special planning activities element for e-commerce area plans will have funding of \$50K added, and the LPA planning assistance/ special plans funding will increase from \$62.5K to \$138.750. The non-profit transportation feasibility study (multi-modal planning) will have \$60K in funds added. On motion by Kay Nelson, second by Beth Shrader, the TPC recommended Res 23-12 to the Commission for approval.

Grace Beninger gave an informational presentation on the Urban Area (UA) Boundary. UAs are delineated by the US Census Bureau every 10 years with at least 2K housing units (HUs) or 5K people, at least one nucleus of 1,275 HUs per sq mile, and a density of at least 200 HUs per sq mile. MPA's within the NIRPC Region, at a minimum, must incorporate applicable UAs and adjacent areas expected to become urbanized within 20 years. Before 2020, UAs were measured by population. The population threshold increased to over 5K people. The "jump" threshold reduced from 2.5 mi. (2000-2010) to 1.5 mi. There are no longer Urban Clusters. Instead, certain small UAs (Lowell, Lake of the Four Seasons, and Westville) with a population of 5K - 49.9K are designated UAs. There will be an adjustment process of the 2020 Census UAs. FHWA program implications of the 2020 census UAs will affect the Surface Transportation Block Grant (STGB) Program. MPOs select projects for Group one & two funding. NIRPC will continue to work closely with INDOT on Group three. The state will also distribute STBG funding using formulas based on the population of unadjusted UAs. UABs adjustments will affect funds that may be spent within the state, but not how much funding the state receives.

- Group 1 = Large Urban (>200,000 population)
- Group 2 = Small Urban (50,000 - 200,000 population)
- Group 3 = Municipalities (5,000 - 49,999 population)
- Group 4 = Rural (<5,000 Population)

Under the highway functional classification system, roadway facilities located in urban areas and within the adjusted urban area boundary are classified as Urban, all other roadway facilities are classified as Rural. The Hwy Performance Monitoring System (HPMS) will request states to report annual highway statistics by highway functional classification, including urban vs. rural classification. Urban classification includes roadway facilities in urban areas and within the adjusted urban area boundary. The National Hwy Freight Program (NHFP) will use the adjusted urban area for the designation of critical rural freight corridors (CRFCs) and critical urban freight corridors (CUFCs). CUFC routes must be within the adjusted boundaries of an UA. CRFC routes must be outside the adjusted boundaries of any UA. The Congestion Mitigation and Air Quality Improvement (CMAQ) Program contains traffic congestion performance measures that require a single transportation network performance target for each UA. The UA definition includes the adjusted UABs. The Outdoor Advertising Control Program uses the adjusted UAB to specify the boundary between locations where signage can be placed beyond 660 feet and be intended to read from the highway. The FHWA and the Federal Transit Administration (FTA) will apportion formula funding amounts based on unadjusted UABs, including STBG funds. FTA 5307 funds are defined by a formula that uses the unadjusted urban area boundaries to assess urban area status. The MPO, transit providers, and the State are required to coordinate the programming of Federal transit funding. The 2020 Census UAs adjustment will not affect transit or functional classification. Draft will be presented at the TPC and Commission meeting in October 2023, and it is slated to be submitted to INDOT for review.

### **Programming**

Nothing to report.

**Topical Committee Reports**

EMPC, STC, LUC and 3PC met in August. Please visit NIRPC YouTube channel to view the meetings.

**Reports from Planning Partners**

Ryan Lisek (DCI) reported on grant funding, project updates, and events within NWI. Drive Clean Indiana (DCI) is Indiana's only U.S. Department of Energy-designated Clean Cities Coalition. If your community is looking to implement any clean transportation activity, please reach out to Drive Clean Indiana at 219-644-3690, or visit [www.drivecleanindiana.org](http://www.drivecleanindiana.org) for more information.

**Adjournment**

Hearing no further business, the meeting adjourned at 11:32 a.m.

The next TPC meeting is slated for October 3, 2023, at 10:00 a.m. in the NIRPC building.



**RESOLUTION 23-03**

**A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ADOPTING THE SENSIBLE TOOLS HANDBOOK+ FOR INDIANA, 2023, BEST PRACTICES FOR A CHANGING LANDSCAPE**

**October 19, 2023**

**WHEREAS**, the Northwestern Indiana Regional Planning Commission was created by the State of Indiana to provide a coordinative management process for Lake, Porter, and LaPorte Counties and to institute and maintain a comprehensive planning and programming process for transportation, economic development, and environmental policy under the provisions of Indiana Code 36-7-7.6; and

**WHEREAS**, the Northwestern Indiana Regional Planning Commission was designated as the Metropolitan Planning Organization (MPO) for the Chicago Urbanized Area in Lake and Porter Counties and the Michigan City-LaPorte Urbanized Area in LaPorte County under the requirements of 23 USC 134; and

**WHEREAS**, the Northwestern Indiana Regional Planning Commission previously adopted the Sensible Tools Handbook on June 2007, which covered the basic requirements of applying sensible growth principles in Indiana on planning, zoning, and subdivision of land for cities, towns, and counties based upon Indiana planning and zoning law; and

**WHEREAS**, Updating the Sensible Tools Handbook was recommended as a high-priority implementation project in the most recently adopted *NWI 2050*, adopted on May 16, 2019. As a result, the *Sensible Tools Handbook+ for Indiana, 2023*, was developed by NIRPC staff with assistance from Indiana planners; and

**WHEREAS**, the 2023 Handbook is developed to supplement the 2007 Handbook by broadening the planning tools and best practices to address new opportunities and challenges. It continues to support cities, towns, and counties as they make decisions to shape the future of their communities. This handbook's common themes: resilient, healthy, sustainable, equitable, and smart are designed for strong, high-quality, and competitive communities; and

**WHEREAS**, the Technical Policy Committee (TPC) has duly voted to recommend the *Sensible Tools Handbook+ for Indiana, 2023, Best Practices for a Changing Landscape*.

**NOW, BE IT RESOLVED** that the Northwestern Indiana Regional Planning Commission duly adopts *the Sensible Tools Handbook+ for Indiana, 2023, Best Practices for a Changing Landscape*, as a community guide for sensible growth on this 19<sup>th</sup> day of October two thousand and twenty-three.

ATTEST:

\_\_\_\_\_  
Sue Lynch  
Secretary

\_\_\_\_\_  
Richard Hardaway  
Chairperson





## RESOLUTION 23-13

### A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ADOPTING ADJUSTED URBAN AREA BOUNDARIES FOR THE NORTHWEST INDIANA REGION

October 19, 2023

**WHEREAS**, the Northwestern Indiana Regional Planning Commission, hereafter referred to as “the Commission,” being designated as the Metropolitan Planning Organization (MPO) for the Lake, Porter, and LaPorte County metropolitan planning area, has established a regionally cooperative, comprehensive, and continuing planning program; and

**WHEREAS**, the U.S. Department of Commerce, Bureau of the Census (Census Bureau) conducted a Decennial Census of the Population of the United States in 2020 (2020 Census); and

**WHEREAS**, the Census Bureau, following each decennial census, designates Urban Areas, which represent densely developed territory, and encompass residential, commercial, and other nonresidential urban land uses; and

**WHEREAS**, the Census Bureau has designated multiple Urban Areas in Northwest Indiana, based on criteria including housing and population density, impervious surfaces, and workflows, using data from the 2020 Census; and

**WHEREAS**, the Federal Highway Administration (FHWA) permits the adjustment of Urban Areas to improve the consistency of transportation planning and programming; and

**WHEREAS**, the Commission has coordinated with member jurisdictions, the Chicago Metropolitan Agency for Planning, the Southwest Michigan Regional Planning Commission, the Indiana Department of Transportation, and FHWA to develop adjusted boundaries for the Urban Areas in Northwest Indiana; and

**WHEREAS**, maps of the proposed Adjusted Urban Area boundaries for the NIRPC Metropolitan Planning Area have been prepared and are attached as Exhibit A; and

**WHEREAS**, the Technical Planning Committee has recommended that the Commission approve the Adjusted Urban Area boundaries described herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Commission recommends that the Adjusted Urban Area Boundaries for the Northwest Indiana region, as shown on the attached maps be adopted by the Indiana Department of Transportation and the Federal Highway Administration.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this 19<sup>th</sup> day of October 2023.

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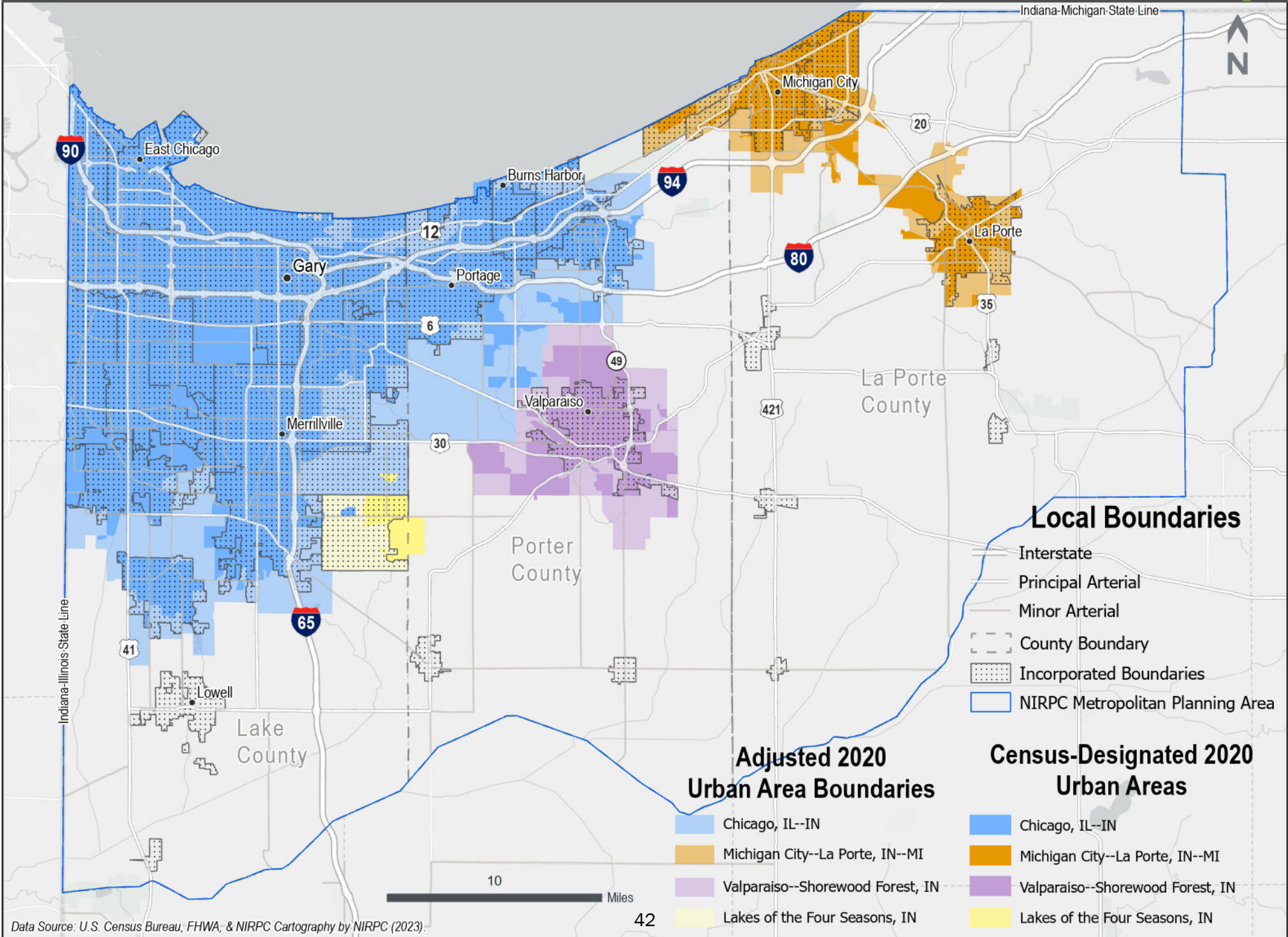
Richard Hardaway  
Chairperson

ATTEST:

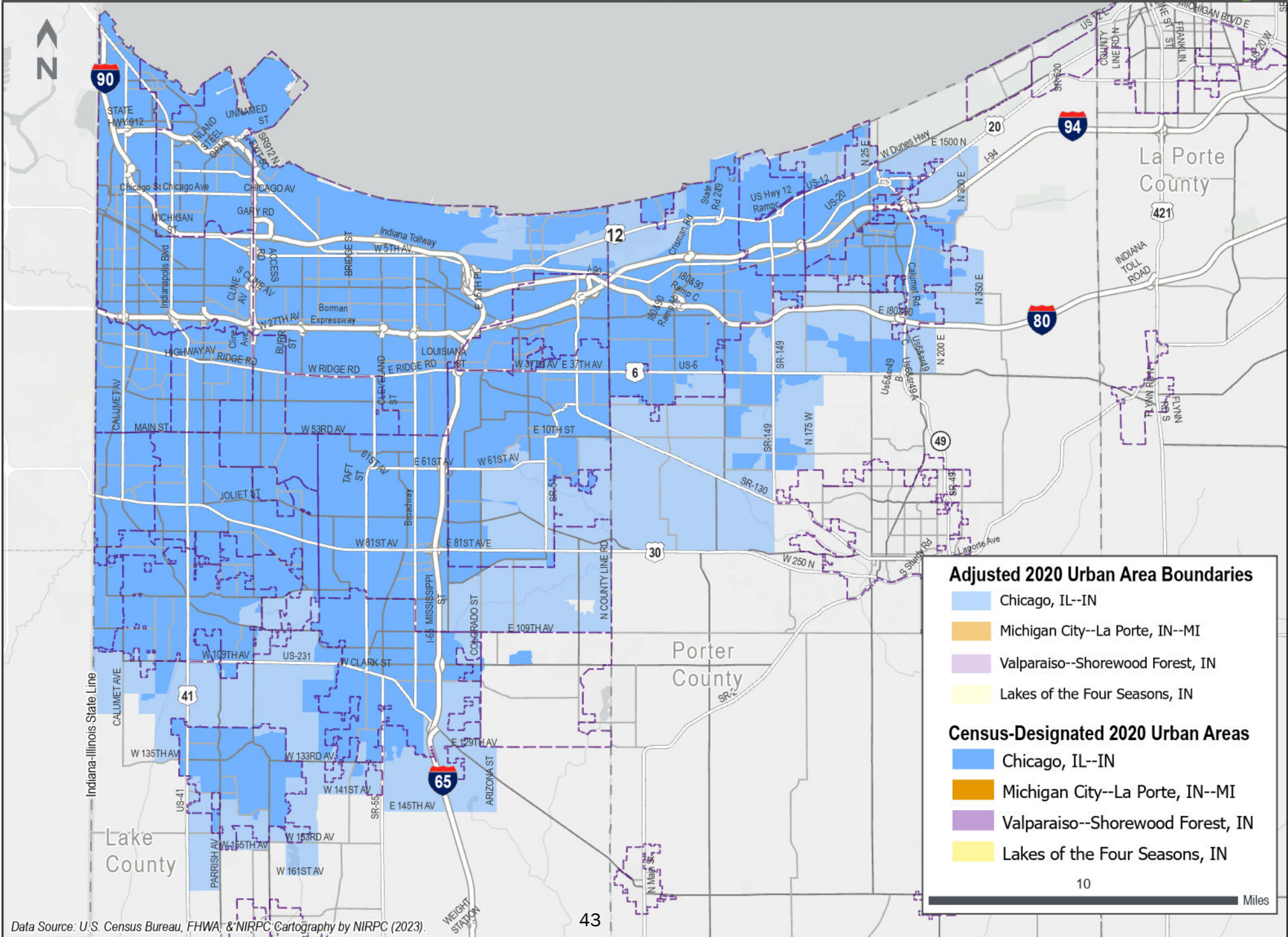
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Sue Lynch  
Secretary

# Adjusted Boundaries of the 2020 Urban Areas

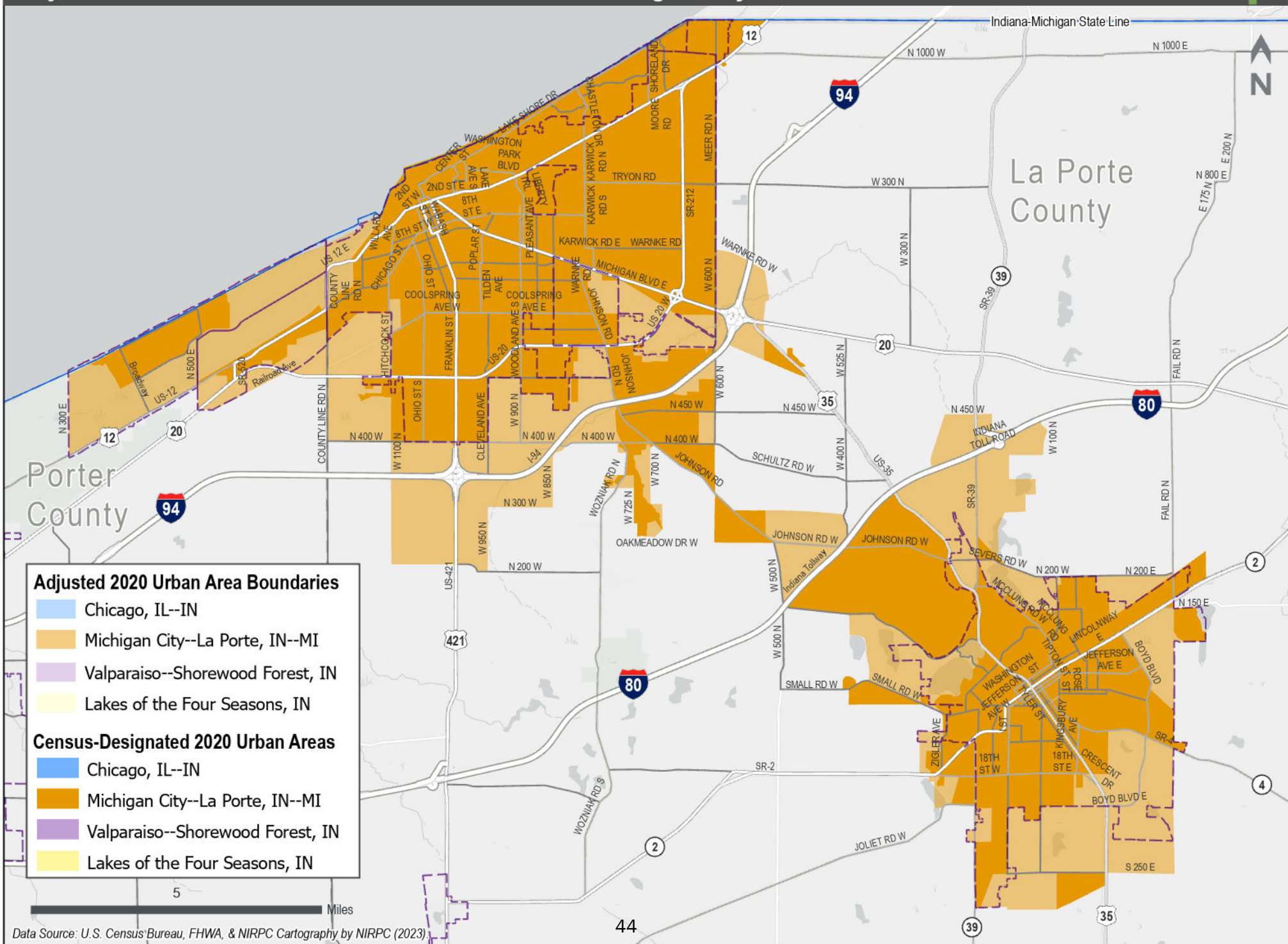


# Adjusted Boundaries of the 2020 Urban Areas - Chicago, IL-IN



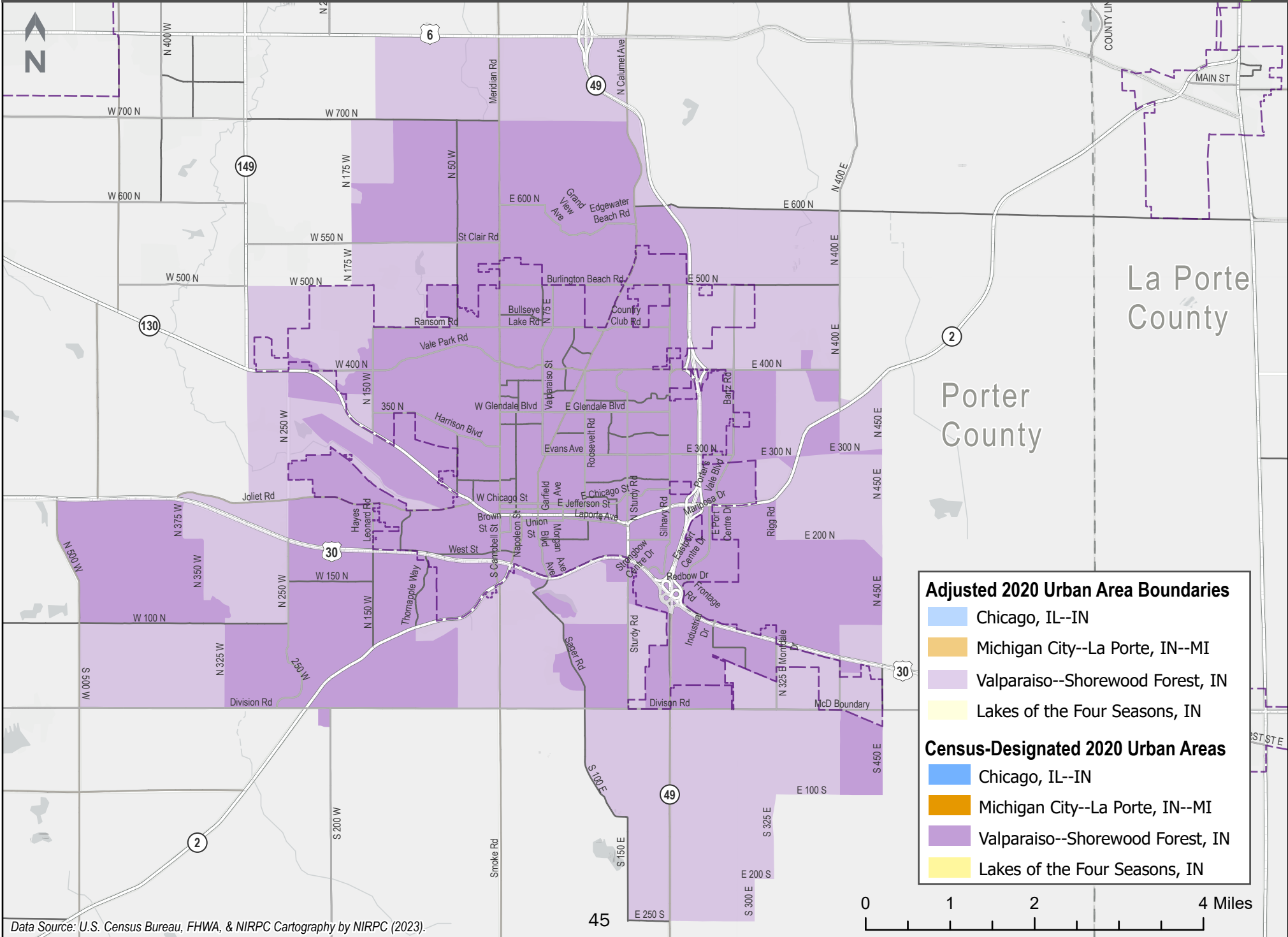
Data Source: U.S. Census Bureau, FHWA, & NIRPC Cartography by NIRPC (2023).

# Adjusted Boundaries of the 2020 Urban Areas - Michigan City-La Porte, IN-MI



Data Source: U.S. Census Bureau, FHWA, & NIRPC Cartography by NIRPC (2023)

# Adjusted Boundaries of the 2020 Urban Areas - Valparaiso-Shorewood Forest, IN



Data Source: U.S. Census Bureau, FHWA, & NIRPC Cartography by NIRPC (2023).

# Adjusted Boundaries of the 2020 Urban Areas - Lakes of the Four Seasons, IN

