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NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
EXECUTIVE BOARD MEETING
June 20, 2024 at 9:00 A.M.
NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Tom Dermody
- 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
The Chair will recognize audience members who have signed up to comment on agenda items. Time is limited to 3 minutes per commenter.
- 5.0 Approval of the Minutes of the April 18, 2024, Full Commission Meeting (pp. 1-3)
ACTION REQUESTED: Approval
- 6.0 Report of the Chair – Tom Dermody
- 7.0 Report of the Executive Director - Ty Warner
 - 7.1 Committee Restructuring (pp. 4-12)
- 8.0 Environmental Management Policy Committee – Bill Emerson (p. 13-14)
- 9.0 Finance and Personnel Committee – Wendy Mis (pp. 15-50)
 - 9.1 Resolution #24-07: Requesting the Indiana State Board Of Accounts Provide More Detailed Accounting for the Audits it Requires Be Conducted and that the State of Indiana Cover the Costs of Those Audits. (pp. 17-18)
ACTION REQUESTED: Approval
 - 9.2 Resolution #24-06: Authorizing the Submittal of the EDA FY 2024 Partnership Planning Grant Application to Administer the Economic Development District (pp. 19-20)
ACTION REQUESTED: Approval
 - 9.3 Corradino LLC Agreement for Road Safety Audits for 2024-2025 (pp. 21-50)
ACTION REQUESTED: Approval
- 10.0 Technical Planning Committee - Kevin Breitzke (pp. 51-52)
- 11.0 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 12.0 Other Business
- 13.0 Announcements
- 14.0 Adjournment
The next meeting on August 15, 2024, will be an Executive Board meeting.

NIRPC Full Commission Meeting

6100 Southport Road, Portage, IN

April 18, 2024 Minutes

Call to Order

Chair Tom Dermody called the meeting to order at 9:01 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

New Appointments to the Commission

Ty Warner announced the appointments to the Commission of Jon Costas (Valparaiso), Dwayne Halliburton (Gary), Linda Pompeii (Pottawattomie Park), and Warren Schacht (Trail Creek).

Roll call - Taken by Candice Eklund

Present

The 33 Commissioners present at the meeting included Jenny Beier (Schneider), Thomas Black (Highland), Austin Bonta (Portage), Kevin Breitzke (Porter County Surveyor), Bob Carnahan (Cedar Lake), Jon Costas (Valparaiso), Tom Dermody (La Porte), Daina Dumbrys (Michiana Shores), Denise Ebert (Wanatah), J.D. Haley (Long Beach), Dwayne Halliburton (Gary), Keesha Hardaway (Merrillville), Vanessa Hernandez-Orange (East Chicago), Josh Huddlestun (Hobart), Justin Kiel (La Porte County Council), Scott Kingan (Ogden Dunes), Wendy Mis (Munster), Edward Morales (Porter Township), Angie Nelson Deutch (Michigan City), David Phelps (Beverly Shores), Barb Regnitz (Porter County Commissioner), Lisa Rosenkranz (La Crosse), Rick Ryfa (Griffith), Warren Schacht (Trail Creek), Tom Schmitt (Schererville), Steve Spebar (Whiting), Gerald Swets (St. John), Sharon Szwedo (New Chicago), Mary Tanis (Dyer), Jim Ton (Chesterton), George Topoll (Union Township), Andy Vasquez (Porter County Council), and CJ Wittmer (Kouts). Matt Deitchley, representing INDOT, was also present.

The 17 Commissioners absent included Kyle Allen (Lake County Commissioner), Duane Arndt (Kingsford Heights), James Burge (Porter), Bill Carroll (Lake Station), Tim Clayton (Winfield), Bill Emerson (Lake County Surveyor), Connie Gramarossa (La Porte County Council), Bonnie Hawksworth (Dune Acres), Tony Hendricks (La Porte County Surveyor), Lori Hunt (Westville), Kurt Jordan (Burns Harbor), Peter Land (Crown Point), Tom McDermott (Hammond), Randall Niemeyer (Lake County Council), Linda Pompeii (Pottawattomie Park), Jim Pressel (Governor Appointee), and John Yelkich (Lowell).

Hebron, Kingsbury, and The Pines have appointed no representatives to NIRPC.

Staff present included Ty Warner, Tom Vander Woude, Denarie Kane, Kevin Polette, and Candice Eklund.

Public Comment – There were no public comments.

Approval of Minutes

The minutes of the March 18, 2024 Executive Board meeting were approved on motion by Kevin Breitzke and seconded by Jim Ton.

Report of the Chair – Tom Dermody

At the Commission meeting last month, Tom Dermody stated he would like to form a relationship with the rail companies and work together to improve the relationship from both the railway's and the local counties' perspectives. Due to Mayor Dermody's efforts, Will Miller and Derek Sublette, who are with Norfolk Southern Railway, attended the meeting today and will speak with the group later in the meeting.

Report of the Executive Director – Ty Warner

Ty Warner presented on the Committee Restructuring agenda item requiring a vote of the Full Commission. Ty provided a full presentation on this topic at the Executive Board meeting last month. Restructuring NIRPC committees was last discussed in 2021, with the prior restructuring being developed in 2015. There are currently 12 committees, and attendance at all of the committees has been challenging, with dwindling attendance. Many attendees are the same people at each meeting, calling into question the value of multiple

subcommittees. The new proposed focused committee structure follows NIRPC's statute: Transportation, Environment, Economy & Place, and an additional committee to address issues of overall Leadership of the organization, much of which is currently handled at the Finance & Personnel Committee. On motion by Kevin Breitzke and seconded by Wendy Mis, the Full Commission approved the new committee structure, realizing there were important details not worked out, such as composition of who will be on these committees and how they function. This motion also includes giving authorization to the Executive Board to approve the details of how those committees would function when they meet on June 20.

Ty Warner welcomed Anne Massie and Virginia Pleasant, Co-Executive Directors of the NWI Food Council. Ty stated the NWI Food Council held a summit at the Design Barn in Hebron, and one of the takeaways was how much is being done in NWI to improve our food systems.

Anne Massie and Virginia Pleasant presented on what the NWI Food Council does in Northwest Indiana, adding NIRPC has been a partner with them since 2008, when over 500 people attended the NIRPC meeting with them. In 2012, NIRPC funded and supported a food study to look at what assets we had in our region, where the farms are, and how we feed ourselves. By 2015, it was determined that our region needed a food council; today, there are over 400 in the United States and Canada. Indiana is in the top 10% of agricultural production nationally, yet they import 98% of fruits and vegetables despite having farmland all around us. The Indiana Food Vision aims to cultivate a robust, nourishing, and equitable food system where all communities across our state can thrive via recommended policy and programming action. A survey has been created to help with this initiative. A notification will be sent to the Commissioners with the link to the survey. For additional information, please visit [NWI Food Council](#).

Ty introduced Celena Green, the Fellow selected through the International Economic Development Council (IEDC), who will work with NIRPC and the NWI Forum. NIRPC was one of 65 recipients nationwide to get a Fellow. (Another Fellow was assigned jointly to Gary & Michigan City, so Northwest Indiana received two of the 65.). Ms. Green reported she began her fellowship in February and will work on this initiative for two and a half years. The project is about supporting four cities in Lake County to transform some of their Brownfields into places that could be ready for sites that could be part of the Quantum Computing Corridor to attract Quantum businesses into the region. Celena has met with the redevelopment staff and teams in the cities of Hammond, Gary, and East Chicago and will meet with the City of Lake Station today.

Finance & Personnel Committee (F & P) – Wendy

Wendy Mis reported the F & P Committee met this morning to review the financial reports, bank reconciliations, and claims registers for February and March 2023. The next meeting will be held on June 20, 2024.

Technical Planning Committee (TPC) – Kevin Breitzke

Kevin Breitzke reported the TPC met on April 9, 2024, and heard a presentation on the Transit chapter of NWI 2050+. The TPC brought the action item below to the Full Commission for consideration with a favorable recommendation. The next TPC meeting is scheduled for May 7, 2024.

Resolution #24-05: Tom Vander Woude presented the highlights from the FY 2025 and FY 2026 document stating the Unified Planning Work Program (UPWP) is a core planning document required by the U.S. Department of Transportation for all Metropolitan Planning Organizations (MPO). The UPWP contains the work plan for the MPO staff, a program of planning tasks, and the budget used to allocate resources to those individual tasks. Tom provided a brief explanation of each of the seven funding chapters. This resolution allows minor technical changes to be made to the document based on comments received from INDOT, FHWA, and FTA. On motion by Tom Schmitt and seconded by Jim Ton, the Full Commission approved Resolution #24-05.

Economic Development District Report – Denarie Kane

Ms. Kane reported on two items from the Office of Community and Rural Affairs (OCRA). First, the OCRA planning grants are open and due May 17. Communities in La Porte and Porter Counties are eligible but must communicate in advance with Gerry White of OCRA. A minimum local match of 10% is required. Secondly, OCRA's Main Street 202 training will be held at various locations across Indiana, the closest being in Monticello on May 14.

Ms. Kane reported that the Indiana Economic Development Corporation (IEDC) has launched the Legend loan program using \$29 million in federal funds. It is designed to help entrepreneurs and small businesses, focusing on historically underserved businesses. The Community Investment Fund of Indiana has a Hammond-based business development officer and is one of the nine selected lenders. Ms. Kane also noted that Darrin Fleener, the Economic Development Representative recently assigned by the Economic Development Administration (EDA), will serve Minnesota and Indiana. Community representatives with potential EDA grant applications will be invited to attend. Communities intending to submit an EDA grant application in the near future are encouraged to contact Ms. Kane at dkane@nirpc.org.

INDOT – Matt Deitchley

Matt Deitchley reported that 252 communities received a record \$207 million in matching funds for Community Crossings. Northwest Indiana received over \$20 million, with 24 communities receiving the maximum amount of \$1.5 million. The next call for Community Crossings applications will be July 1, 2024.

INDOT Commissioner Mike Smith aims to reduce serious injury or fatal accidents on Indiana roads by 25% over the next 10 years. The La Porte District Safety Summit will be held at the Healthcare Foundation in La Porte on May 29 from 8:30 a.m. to 12:30 p.m. Invitations will be mailed soon. Matt also shared that it is National Work Zone Awareness Week. For additional information, visit their website at [INDOT: Home](#).

Other Business

Tom Dermody introduced Derek Sublette (from Indianapolis) and Will Miller (from Atlanta), both with Norfolk Southern (NS) Railway, and thanked them for attending the meeting today. Will Miller, the Director of Public Engagement, said that attending this meeting was a great honor and that NS is here to work with the communities. Mr. Miller's job focuses on reducing blocked crossing issues and taking care of public nuisance issues that are important to communities that NS may not be aware of. Over 125 trains go in and out of Chicago daily, the biggest freight railroad city in the world, and is a vital part of their network that expands over 22 states and 14,000 public crossings. The railroad could not do all its work by itself, and it values its partnerships with state agencies such as INDOT. The Local Trax project program has been a revolutionary state-run program because it also involves state partners, federal assistance, and the local government. When Mayor Dermody asked why trains stop at the crossings, Miller said some of the reasons include signals, traffic, hours of service, something on the rail, mechanical issues, or an incident, to name a few. Will Miller and Derek Sublette offered to meet and field additional questions after the meeting and give the Commissioners their business cards.

Announcements

In an ongoing effort to support small businesses in NWI, Ty Warner recognized Yaggy Road Roasting Co. in Valparaiso for again graciously providing coffee at the meeting today.

Various announcements were made by George Topoll, Bob Carnahan, and Kevin Breitzke.

Hearing no other business, Tom Dermody adjourned the meeting at 10:35 a.m. The next meeting on June 20 will be an Executive Board meeting.

The livestream video recording for this meeting is available on NIRPC's YouTube Channel at [Full Commission Meeting 4-18-24 \(youtube.com\)](#)

New NIRPC Committee Structure:



TRANSPORTATION

Replaces:

- Surface Transportation
- Ped, Pedal, Paddle
- Technical Planning (TPC)



ENVIRONMENT

Replaces:

- Environmental Management & Policy (EMPC)



ECONOMY & PLACE

Replaces:

- Land Use
- Local Government Assistance



LEADERSHIP

Replaces:

- Finance & Personnel
- Legislative
- Outreach



TRANSPORTATION COMMITTEE



ROLES & RESPONSIBILITIES

- Review and provide recommendations to Full Commission/Executive Board regarding adoption of and amendments to MPO's core planning documents:
 - Metropolitan Transportation Plan (MTP)
 - Transportation Improvement Plan (TIP)
 - Unified Planning Work Program (UPWP)
- Review and provide recommendations to Full Commission/Executive Board regarding adoption of and amendments to plans and policies related to transportation, public participation, and other subjects as required.
- Establish or designate working groups, task forces, or other bodies as appropriate.
- Oversee the development of transportation plans, programs, and policies either directly or through working groups, task forces, or other bodies established or designated by the committee for that purpose.
- Ensure all plan and policy documents are technically consistent with Federal Transportation Planning Requirements and the Metropolitan Transportation Plan.
- Advise NIRPC on policies and programs related to federal transportation funding.
- Performance Measures:
 - Review and provide recommendations to the Full Commission/Executive Board regarding adoption of Federal performance measure targets.
 - Receive progress reports on performance measures.
- Specific to the Transportation Improvement Program:
 - Receive recommendations from the Transportation Resource and Oversight Committees and ensure consistency with the Metropolitan Transportation Plan.
 - Establish or designate working groups to manage components of transportation funding solicitations.
 - Set categorical funding targets and priorities for specialized working groups allocating federal transportation funding for various programs.

MEMBERSHIP

- 15 Commissioners (5 per County, including Chair)
 - *The Commissioner may appoint a qualified staff representative as a proxy.*
- 3 Transit Operators (1 per County) Eligible Federal Transportation Funding Sub-Recipients
- 1 NWI Forum Representative
- 1 INDOT Representative
- 1 NICTD Representative
- 1 FTA Direct Recipient from Lake County (GPTC)
- 1 FTA Direct Recipient from LaPorte County (Michigan City Transit)
- 1 FHWA Representative – non-voting
- 1 FTA Representative – non-voting
- 1 Bicycling Advocacy Group Representative (NEW)
- 1 County Parks Representative (NEW)
- 1 Indiana Toll Road Representative (NEW)
- 1 Ports of Indiana Representative (NEW)
- 1 Gary/Chicago International Airport – non-voting (NEW)
- 1 Freight Industry Representative (Rail, Trucking, or Affiliated) (NEW)
- 1 Southwest Michigan Regional Planning Commission Representative (non-voting) (NEW)
- 1 Chicago Metropolitan Agency for Planning Representative (non-voting) (NEW)
- Drive Clean Indiana (non-voting)

QUORUM

- 3 voting committee members constitute a quorum.
- A simple majority of the quorum is required to act.

MEETING SCHEDULE

- Generally, and initially, meets monthly on the 1st Tuesday of the month.
- Does not meet during months when the Full Commission/Executive Board does not meet.

Date of Adoption: June 20, 2024



ENVIRONMENT COMMITTEE



ROLES & RESPONSIBILITIES

- Educate and inform membership and others regarding environmental issues.
- Generate debate and discussion and focus public awareness on area-wide environmental issues.
- Form coalitions to pursue cooperative approaches to environmental issues of mutual concern.
- Facilitate communication between local elected officials and state and federal environmental agencies.
- Provide a vision for area-wide sustainable development.
- Serve as a vehicle for the development of sound regional public policy and planning/development guidelines that incorporate environmental protection.
- Assist in the development of a NIRPC environmental information resource and consultation center to assist local government planning/development.
- Environmental Issues Include or have Included:
 - Air Quality
 - Alternative Fuels
 - Beaches
 - Brownfields
 - Climate Change
 - Electric Vehicles
 - Environmental Justice
 - Green Infrastructure
 - Habitat and Natural Area Conservation
 - Lake Michigan Coastal Issues
 - Pollution Prevention
 - Renewable Energy
 - Natural Hazard Resiliency
 - Pollution Prevention
 - Stormwater Management
 - Urban Forestry
 - Water Quality
 - Watershed Planning & Management
 - Wetlands

MEMBERSHIP

NIRPC Appointed Commissioners*

Commissioners, including chair and co-chair, are appointed annually by the current chair of the Northwestern Indiana Regional Planning Commission from among the local elected official members of the Commission. Appointed Commissioners (other than the chair and co-chair) may designate a municipal staff person to fully represent them on the committee.

Local Government Representatives (non-Commissioner)*

Municipal or county employees (as many as interested) of jurisdictions with representation at NIRPC per IC 36-7-7.6 are eligible to participate in the Environment Committee designate a voting representative with environmental or natural resource expertise and or responsibilities to the Environment Committee. Each jurisdiction is limited to one vote per action item.

Stakeholders*

The Environment Committee includes voting members from regulated NWI industries and utilities, environmental and natural resource non-governmental organizations as well as technical experts from regional universities and institutions. This allows for informed, diverse, and balanced discussions and recommendations to the Commission. Voting representation is evaluated based on attendance on a bi-annual basis to avoid undue influence of "one issue, hot topic" voters when controversial issues arise.

Federal and State Environmental and Natural Resource Agencies

Federal and State agencies with an active presence in NWI participate regularly in the Environment Committee. In addition to serving as an advisory body for NIRPC's environmental activities and policies, the Environment Committee provides an established venue for exchanging information, giving updates, and receiving input about programs and projects of interest. These are non-voting members.

**One vote allotted per organization or jurisdiction*

QUORUM

- 3 voting committee members constitute a quorum.
- A simple majority of the quorum is required to act.

MEETING SCHEDULE

- Generally, and initially, meets on the 1st Thursday of the month approximately 4 times per year.
- Space is reserved and partners are encouraged to use first Thursdays for workshops or project coordination meetings related to Environmental Issues.

Date of Adoption: June 20, 2024



ECONOMY & PLACE COMMITTEE



ROLES & RESPONSIBILITIES

- Serve as the Comprehensive Economic Development Strategy (CEDS) Committee
 - Responsible for the development, implementation, revision or replacement of the CEDS for the Planning Organization (NIRPC Full Commission/Executive Board).
 - Review and provide recommendations to Full Commission/Executive Board regarding adoption of and amendments to the CEDS.
 - Evaluate, either directly or through a designee, EDA funding applications to ensure consistency with CEDS and provide letters of support.
- Educate members on topics, policies, programs, and regulations relevant to land use, smart growth, economic development, and transit-oriented development (TOD).
- Advise NIRPC on policies and programs related to land use, smart growth, economic development, and transit-oriented development (TOD).
- Oversee the development of and provide recommendations to the Transportation Committee regarding adoption of and amendments to the Land Use element of the Metropolitan Transportation Plan.
- Oversee the development of plans, programs, and policies related to land use, smart growth, economic development, and transit-oriented development (TOD) as initiated by staff, the committee, or at the direction of the Transportation Committee.
- Provide training to local government officials, economic development officials, developers, and affiliated industry representatives on best practices for sustainable development, smart growth, land use, livable communities, and related topics.
- As designated by the Transportation Committee for specific funding categories, establish selection criteria, select, and recommend transportation projects to the Transportation Resource and Oversight Committees for inclusion in the Transportation Improvement Program.
- Oversee the development and implementation of an annual LPA Planning Assistance program and recommend a program of projects to the Transportation Committee.

MEMBERSHIP

- 12 Commissioners (4 per County, including Chair)
 - Commissioner may appoint a qualified staff representative (must have direct influence over planning, redevelopment, or economic development) as a proxy.
- 1 NWI Forum Representative
- 1 Workforce Development Representative
- 1 Higher Education Representative
- 2 Minority Group Representative, at least one of which represents minority business enterprise
- 1 Labor Group Representative
- 1 Realtors Association Representative
- 1 Private Individual Representative
- 2 Other Representatives who can contribute to and benefit from improved economic development in the region

QUORUM

- 3 voting committee members constitute a quorum.
- A simple majority of the quorum is required to act.

MEETING SCHEDULE

- Generally, and initially, meets quarterly on the 2nd Wednesdays of the month.
- More frequent meetings may be necessitated by work products (e.g., new CEDS creation).

Date of Adoption: June 20, 2024



LEADERSHIP COMMITTEE



ROLES & RESPONSIBILITIES

- Review and provide recommendations to Full Commission/Executive Board on financial matters.
- Act to ensure NIRPC's financial stability and sustainability.
- Recommend to the Full Commission an annual budget and necessary amendments thereto.
- Approve claims and accept financial reports.
- Make recommendations to the Full Commission on any necessary changes and adjustments to NIRPC's structure and operations.
- Discuss and develop legislative initiatives and positions of the Commission on legislative matters.
- Advise and adopt policy on personnel matters related to NIRPC staffing and employment.
- Ensure NIRPC's programs and activities are publicly transparent and reflect input from affected stakeholders.
- Champion NIRPC's adopted Public Participation Plan, *Engage NWI*.
- Review and ensure compliance with NIRPC's Title VI requirements and other such federal obligations.
- Assist NIRPC Chair in ensuring attendance of commissioners at the Full Commission, Executive Board, and Advisory Committees.

MEMBERSHIP

- 12 Commissioners: 3 per County plus NIRPC Officers (Chair, Vice Chair, Treasurer, Secretary)
 - Proxies are not permitted on this committee.
 - Commissioners missing more than two committee meetings in succession will be replaced.

QUORUM

- 3 voting committee members constitute a quorum.
- A simple majority of the quorum is required to act.

MEETING SCHEDULE

- Generally, and initially, meets every other month on the 2nd Tuesday of the month.
- Additional monthly or other off-schedule meetings may be necessary during legislative sessions or other times of particular need.
- Does not normally meet during months when the Full Commission/Executive Board does not meet.

Date of Adoption: June 20, 2024

Environmental Management Policy Committee

Lake Michigan Room

<https://www.youtube.com/live/JOxXk72Cpq4?si=G4I4HrGeSTvouUtl>

February 1, 2024

Minutes

George Topoll called the meeting to order at 9:01 a.m. with the Pledge of Allegiance.

In attendance were George Topoll (Union Township), Reggie Korthals (MS4), Susan MiHalo (Nature Conservancy) Bonnie Hawksworth (Dune Acres), Kay Nelson (Forum), Kathy Sipple, Nancy Moldenhauer, Jenny Dimitroff, Tara Dolfine, and Ryan Lisek (DCI).

NIRPC staff present were Kathy Luther, Jennifer Birchfield, Tom Vander Woude, Kevin Polette, and Flor Baum.

The meeting minutes of November 2, 2023, were approved on motion by Tim Kingsland and second by Susan MiHalo.

Public Comments

No public comments were submitted.

Sensible Tools Handbook+

Kathy Luther spoke on Sensible Tools Handbook+ (STH+). NIRPC previously adopted the STH+ in 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. The 2023 Sensible Tools Handbook+ supplements the broad suite of planning tools and best practices available to address new opportunities and challenges.

The five sections of the STH+ are as follows:

- **Resilient:** Mitigation efforts undertaken before a natural disaster to reduce/eliminate risks from hazards. Hazard Mitigation tools (HMT) will update land use codes, zoning, development standards, incentive programs, and plans /policies to better prepare for stresses from natural disasters. HMT will assist in developing procedures that allow for action in an unexpected event. Green Infrastructure for s Stormwater runoff is a major contributor to water pollution in urban areas. Design and modeling tools were presented.
- **Healthy:** Integrates health considerations into cities' urban planning processes, programs, and projects with a focus on air and water quality, sanitation, green cities, transportation alternatives and transit, the aging population, school siting, and safety.
- **Sustainable:** Directs local governments to become low-carbon, resilient, and livable communities. The Sustainable element includes urban forestry, wetland protection, farmland preservation, water conservation, urban agriculture, affordable housing, energy, brownfields, and redevelopment.
- **Equitable:** This policy prioritizes and protects low-income and minority communities by ensuring equitable growth. The Equitable element includes environmental justice, equitable transit, universal design, and parks and recreation. Lower-income people near rapid transit will be displaced without a specific equity framework.
- **Smart:** Urges communities to shift to smart cities. Smart cities bring together infrastructure and technology to improve citizens' quality of life and enhance their interactions with the urban environment. The Smart elements include the Internet of Things (IoT), smart mobility, connected & automated vehicles, micro-mobility, and smart communication.

The Commission approved the STH+ on December 7, 2023, as it will continue to support cities, towns, and counties in making community-shaping decisions in the future. An STH+ training program is slated to roll out by the end of 2024.

Climate Action Plan Updates

Kathy Luther presented the Climate Action Planning (CAP) updates. Indiana is identifying potential projects for inclusion in IDEM's CPRG implementation application. This project intake proposal requests any projects a municipality, local government, non-profit organizations, or private sector companies that IDEM may partner with to receive funding under the CPRG Ph II Implementation Grants General Competition program (CRPG). IDEM used Implementation Grant Evaluation Criteria to develop a project intake proposal identifying the measures eligible for immediate implementation projects. IDEM's draft measures were discussed, which include sectors in transportation, waste & materials management, residential & commercial buildings, industry, electric generation, and agriculture/natural & working lands.

Announcements

Announcements were made.

Reports from Planning Partners

For more information on events and programs with Drive Clean Indiana, please visit <https://drivecleanindiana.org/>.

The next EMPC meeting is slated for May 2, 2024, at 9:00 a.m. in the NIRPC offices.

Hearing no further business, the meeting adjourned at 10:31 a.m.

NORTHWESTERN INDIANA REGIONAL PLANNING
COMMISSION FINANCE AND PERSONNEL COMMITTEE
March 21, 2024 / NIRPC Dune Room – 8:00 a.m.

Members present

Bob Carnahan, Tom Dermody, Justin Kiel, Wendy Mis, George Topoll

Staff and others present

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

Call to Order and Pledge of Allegiance

Chairperson Mis called the meeting to order at 8:05 a.m.

Approval of Minutes

The minutes of the January 18, 2024, meeting were presented. Chairman Mis pointed out that she was not in attendance at the January meeting but was listed as present. With the correction to remove her from the minutes as in attendance, on motion by Bob Carnahan, second by George Topoll, and no opposition, the minutes were approved.

Marquette Greenway Bank Statement Reconciliations – August-December 2023

Talaya Jones presented the August through December 2023 bank statements for the Marquette Greenway bank account.

Review of Financial Status – December 2023 Budget vs Actual

Talaya Jones presented the December 2023 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, the La Porte Revolving Loan Fund Account, and the Marquette Greenway account.

Talaya presented the December 2023 general fund financial reports. Total expenditures for the period ending December 31, 2023, were \$8,506,572 of the \$16,169,219 budgeted. Total general fund revenue for the period was \$2,506,483 of the \$4,434,925 budgeted.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date December 2023. Total NIRPC CARES fund expenditures for the period ending December 31, 2023, was \$23,920 of the \$162,250 budgeted. Total CARES revenue collected for the period was \$24,215 of the \$150,368 budgeted.

Approval of Claims Registers – December 2023

Talaya presented the December 2023 General Fund claims register totaling \$2,807,735.61 to the Committee for approval. With three bus purchases on the December claims, Chairman Mis remarked it was good to see progress in that area. In addition, with payment to the Indiana State Board of Accounts, A discussion was started with Mayor Dermody voicing his frustration with the fact that local units of government must pay to be audited by the State. After discussion, Justin Kiel made a motion to draft a resolution to the General Assembly for the April 18 Full Commission meeting to address the cost of Indiana State Board of Accounts (SBOA) audits for local government and to ask for detailed invoicing from SBOA. With a second by Tom Dermody and no opposition, the motion passed. With that discussion ended, Chairperson Mis entertained a motion for the approval of the December 2023 claims register. On motion by Bob Carnahan, second by Tom Dermody, and no opposition, the General Fund register of claims for \$2,807,735.61 was approved.

Review of Financial Status – January 2024 Budget vs Actual

Talaya Jones presented the January 2024 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, the La Porte Revolving Loan Fund Account, and the Marquette Greenway account.

Talaya presented the January 2024 general fund financial reports. Total expenditures for the period ending January 31, 2024, were \$279,136 of the \$17,774,554 budgeted. Total general fund revenue

for the period was \$119,462 of the \$4,333,880 budgeted.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date January 2024. Total NIRPC CARES fund expenditures for the period ending January 31, 2024, was \$1,721 of the \$644,000 budgeted. Total CARES revenue collected for the period was \$1,830 of the \$78,000 budgeted.

Approval of Claims Registers – January 2024

Talaya presented the January 2024 General Fund claims register totaling \$257,993.32 to the Committee for approval. Bob Carnahan questioned the payment for a \$34k vehicle for East Chicago. Lisa Todd explained that both East Chicago and La Porte have these vehicles which are used to offer support for issues to on-road vehicles. On motion by Bob Carnahan, second by George Topoll, and no opposition, the General Fund register of claims for \$257,993.32 was approved.

NIRPC Resolution 24-04: Authorizing Payment of Remaining Non-Award Funds in the La Porte County Revolving Loan Fund to La Porte, Indiana and Michigan City, Indiana, and Cessation of the La Porte County Revolving Loan Fund Program for New Loans

Denarie Kane presented resolution 24-04. She gave a history of when and why the revolving loan fund (RLF) program was developed and noted that throughout the program there were 67 loans awarded and 15 defaulted loans. The Revolving Loan Committee felt the program had run its course and chose to seek defederalization from the Economic Development Administration (EDA). NIRPC Commission approved Resolution 21-16 requesting the release of the RLF from certain requirements of the EDA, which is commonly referred to as defederalization on September 16, 2021. In March 2022, the request was sent to the EDA and approved in October 2023. Resolution 24-04 would allow remaining non-award funds to be returned to Michigan City and La Porte in equal amounts of approximately \$38,503.41. As the current loans are paid off the funds would be paid out every other year. The initial payments would be made no later than September 1, 2024. This Resolution also supports the cessation of the loan program. Further discussion was held regarding defaulted loans, final terms to be reviewed by Attorney Hollenbeck, and Mayor Dermody noted his appreciation of Denarie's great work. On motion by Bob Carnahan, second by Justin Kiel, and no opposition, the recommendation of approval for Resolution 24-04 was approved.

Personnel updates

The signing of the lease between NIRPC and the Portage RDC was mentioned by Chairperson Mis. Also addressed was the passing of the legislation that allows for the increase in local share to NIRPC. Mayor Dermody questioned if there was a plan in place regarding staff increases to make sure staff is taken care of and Chairperson Mis remarked about staying competitive. After further discussion on the subject, which included a possible salary study, Mayor Dermody stressed this is important and questioned if something could be figured out by late summer. Ty noted the need to come up with ideas on how to approach this and he and Talaya would work on something.

Other Business

The next Finance & Personnel Committee meeting is scheduled for April 18, 2024.

Adjournment

There being no further business, the meeting was adjourned.



RESOLUTION 24-07

WHEREAS, the Northwestern Indiana Regional Planning Commission (NIRPC), per IC 36-7-7.6, is the officially constituted Council of Governments for Lake, Porter, and La Porte Counties and is composed of elected representatives from all forty-one (41) municipalities and these three (3) counties; and

WHEREAS, the Indiana State Board of Accounts (SBOA) requires NIRPC's local units of governments, and all local units of government throughout the State of Indiana, to submit to regular financial audits supervised by the SBOA; and

WHEREAS, the SBOA requires these local units of government to pay for these audits themselves through their own local revenues though the SBOA mandates to these units of government that they be undertaken; and

WHEREAS, these units of government have little agency over how the SBOA conducts these audits and must accept hired consulting auditors chosen by the SBOA, and has no foreknowledge of the estimated costs of these audits until confronted with an invoice from the SBOA for the cost of the audit that these units of government are then required to pay; and

WHEREAS, these costs have been increasing, causing often unexpected burdens on the budgets of the local units of government; and

WHEREAS, the invoices from the SBOA for these audits typically provide very little justification for the expense of the invoice and do not themselves account for the hours and tasks that were completed leading to the costs of the audit; and

WHEREAS, the paucity of information in these invoices would not, ironically, be accepted by the SBOA for payment if received from any other vendor analyzed by an audit conducted by the SBOA; and

WHEREAS, the State of Indiana has a surplus of revenue that could provide relief to the burden placed on these units of government by the State of Indiana through the SBOA;

THEREFORE, be it resolved, that the Council of Governments of the Northwestern Indiana Regional Planning Commission requests that the SBOA provide detailed accounting to units of government in Indiana for the audits it conducts through its own agency or the firms hired by the SBOA to conduct these audits, accounting for actual hours spent and precise activities conducted; and

BE IT FURTHER RESOLVED, that the State of Indiana be required to cover, using its own funds, the costs for those audits that the State of Indiana requires be conducted for local units of government.

Duly adopted by the Northwestern Indiana Regional Planning Commission this twentieth day of June, 2024.

Tom Dermody
Chairperson

ATTEST:

Justin Kiel
Secretary



RESOLUTION 24-06

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AUTHORIZING THE SUBMITTAL OF AN ECONOMIC DEVELOPMENT ADMINISTRATION FY 2024 PARTNERSHIP PLANNING GRANT APPLICATION TO ADMINISTER THE ECONOMIC DEVELOPMENT DISTRICT

Whereas, the Northwestern Indiana Regional Planning Commission (NIRPC), hereafter referred to as “the Commission”, is the regional Council of Governments (COG) and the designated Metropolitan Planning Organization (MPO) of the Lake, Porter, and La Porte County area; and

Whereas, NIRPC was designated by the U.S. Economic Development Administration (EDA), a bureau of the U.S. Department of Commerce, as an Economic Development District (EDD) on August 23, 2019, that makes the counties of Lake, Porter, and La Porte in Northwest Indiana eligible to receive certain types of federal funding for regional and local economic development; and

Whereas, the EDD designation is consistent with NIRPC’s charge within its state enabling legislation to institute and maintain comprehensive planning and programming processes for 1) transportation, 2) economic development, and 3) environmental policy, and provide a coordinative management process for Lake, Porter, and La Porte counties (Indiana Code 36-7-7.6); and

Whereas, the EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDs), which articulate and prioritize the strategic economic goals of recipients’ respective regions; and

Whereas, NIRPC has applied for a FY 2024 Economic Development Administration Partnership Planning grant for up to \$70,000 (Seventy Thousand dollars) in federal funds to assist with the Economic Development District scope of work; and

Whereas, NIRPC has available as local match a cash sum of \$70,000 (Seventy Thousand dollars) in unrestricted, unencumbered, and committed funds during the period of grant performance (7/1/2024 through 6/30/2025).

Now Therefore Be It Resolved, that the Northwestern Indiana Regional Planning Commission board authorizes NIRPC's Executive Director:

- 1) To apply for and administer the Economic Development Administration grant award;
- 2) To sign related documents on behalf of the organization; and
- 3) To commit up to \$70,000 (Seventy Thousand dollars) in local matching funds.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this 20th day of June 2024.

Thomas Dermody
Chairperson

ATTEST:

Justin Kiel
Secretary

PART I. BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND CORRADINO LLC FOR THE ROAD SAFETY AUDITS FOR 2024-2025 PROCURED UNDER RFP 24-04.01

By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and the Corradino, LLC 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 multiple Road Safety Audits (RSAs) for The Commission's member municipalities. The Commission will manage the contract and the project on behalf of its members. The project will include office meetings and field visits with municipal representatives and The Commission staff and the development of a final report that includes RSA documents for multiple locations throughout Lake, Porter, and LaPorte counties in Indiana. The project will be completed in two phases over two years. The project is funded with federal Highway Safety Improvement Program funds. 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 \$154,986.88, over a two-year period, 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 on July 1, 2024, and all services must be completed by November 29, 2024, for year one. Work will commence on April 4, 2025, and all services must be completed by November 29, 2025, for year two.

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

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 June 2024.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

CORRADINO, LLC

By:

By:

Tyson Warner
Executive Director

David C. Cleveland
Vice-President

Date:

Date:

Attest:

Talaya Jones
CFO and Contracting Officer

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PART II. SCOPE OF WORK

2.1 PROJECT OVERVIEW

The Commission is seeking assistance in conducting Road Safety Audits (RSAs) in Lake, Porter, and LaPorte Counties.

2.2 ROAD SAFETY AUDITS SCOPE OF WORK

The Contractor Team will provide Road Safety Audits (RSAs) services for the Commission and its members. This will be a two-year contract; each task will be completed in the first year of the contract and then repeated in the second year.

Prior to Task 1 of the project, The Commission will solicit, rank, and finalize a list of locations for the RSAs that can be completed within the project budget. The list will be provided to the Contractor Team.

Task 1: Project Management Plan and Kickoff

The Contractor Team shall develop a draft Project Management Plan describing schedule, data transfer, workflows, coordination and communication protocols, invoicing and other administrative elements of the project. The Contractor team shall hold a kickoff meeting with the Commission staff to review the draft project management plan and discuss the list of RSA locations.

Task 2: Background Data and Preliminary Findings

The Contractor Team shall review the list of RSA locations and gather relevant background data, including, but not limited to, traffic volumes, crashes, roadway geometry, lane configuration, and pedestrian accessibility.

Task 3: Working Session

- **Task 3a.** The Contractor Team will develop and lead a one or two day in-person working session with municipal representatives (engineers, planners, emergency service providers, etc.) at the Commission offices. The Contractor Team shall be responsible for all aspects of the working session including invitations, meeting agenda, slide show or other presentation materials, sign in sheets, and other materials. The session shall include a Contractor Team-led presentation describing the RSA process and outcomes, FHWA Proven Safety Countermeasures, and preliminary findings and background data for each location, along with a facilitated discussion of the location.
- **Task 3b.** The Contractor Team shall prepare a draft summary report of the working session including documentation of the facilitated discussion and distribute to participants and the Commission staff for review and comment. All comments shall be incorporated into a final draft summary report.

Task 4: Field Visit

- **Task 4a.** The Contractor Team will conduct field visits to all selected locations. Participation must include municipal representatives and the Commission staff. The field visits will be scheduled and led by the Contractor Team according to FHWA-accepted RSA standards. Sign-in sheets and minutes will be prepared and distributed by the Contractor Team.

- **Task 4b.** The Contractor Team will prepare an RSA report for each location based on the field visits recommending FHWA proven safety countermeasures. The RSA reports shall be distributed to participants and the Commission staff for review and comment. All comments shall be incorporated into final draft RSA reports.

Task 5: Final Report

The Contractor Team shall submit a draft final report documenting all background data, meetings, and the final RSA recommendations. Documentation of each RSA must be formatted so that each location can be extracted as a standalone document. The draft final report shall be distributed to the Commission staff for review and comment. The Contractor Team shall incorporate all comments into the final report, which will be delivered to the Commission by the date listed in the project management plan.

Note: All materials shall be distributed electronically. The Final Report shall be delivered to the Commission as an editable file, e.g. Microsoft Word, InDesign, etc.

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PART III. WORK PLAN

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PROJECT APPROACH

Corradino believes the key is to focus on safety improvements that can be implemented quickly, are cost effective, are eligible for federal funding, and impactful for a community. For these studies, Corradino will take a two tiered approach to improving an intersection. The first approach will emphasize solutions that are easily implemented by an LPA with significant impact on crash reductions, such as updating signal heads or signage, restriping at the intersection, update crosswalks and pedestrian signal, and tree clearing to improve clear sight.

While there is evidence of low-cost improvements having a great benefit to reducing crashes, we at Corradino understand there are cases where an intersection needs more substantial improvements to address safety concerns. That is why Corradino provides a second tiered approach when appropriate. The second tier looks at higher-cost intersection improvement such as changing left turns from permitted/protected to only protected left turns, adding traffic lanes, access management, or innovative intersection treatments such as a roundabout or a displaced left turn intersection. These higher-cost improvements would require additional effort, which is why Corradino would want to ensure the project is competitive enough to be eligible for funding from either NIRPC's funding program or other federal grant programs.

Corradino's extensive experience conducting safety studies for INDOT, MPOs, and LPAs has helped us formulate keys to making projects like this one successful:



Read the Individual Crash Reports

Data from ARIES, including the collision diagrams are valuable for understanding the magnitude of the crash history at any location, i.e. the number of crashes, the severity, types of collisions, manner of collisions, weather conditions, time of day, and the trends in the data; however, to really understand why crashes are occurring at a specific location, there is no substitute for reading the actual police reports/narratives and assembling a quick summary. For example, a signalized intersection with a high percentage of rear-end crashes does not necessarily mean there is a capacity issue causing vehicles to run into the back of queue.

The queue length on the intersection approach might be reasonable, but if there is poor access control to a commercial site on the corner with curb cuts too close to the intersection, motorists could be "stopping short" to allow other vehicles to enter or exit the commercial parcel. This could be a large contributor to rear-end crashes that might not be correctly captured by the police officer's report coding. The police report and narrative are invaluable in helping to solidify the countermeasure in a case like this.



Obtain Local Input

The Corradino team strives to obtain local input, especially from a representative of the local police agency. This is a critical step in confirming the crash patterns, cause of the crashes, and the viability of any countermeasures that we are proposing for consideration. Input from local transportation officials is also key, as this information tends to be more valuable for understanding the current traffic patterns, recent projects in the area that could have skewed the crash history, or future projects that could have an impact on the subject location that need to be considered while developing the RSA.



Build Consensus

The field check is ultimately where the success of an RSA is secured. The Corradino team goes into the field check with a preliminary draft of the RSA report already completed, excluding the proposed improvements, and distributes the draft to field check attendees in advance so they can fully understand the site, the crash history, and crash patterns. This means we may work ahead a little bit, so that we are better able to answer questions that may arise at the field check. We view this as doing a little "homework" with the express intent of obtaining consensus from the decision-makers in the field.

It is inherently easier to reach consensus as a group, by having a single discussion, rather than trying to gain consensus after the fact in multiple one-on-one conversations. Even if full consensus during the field check is not possible, the Corradino team will obtain consensus on the project elements that we can, and then gain consensus on next steps and likely solutions based on those next steps.



The Corradino team's approach to the field check is always with an open mind so that all input can be incorporated into the consensus building process; however, while keeping this open-minded approach, the Corradino team will also go into the field check with a pre-vetted preliminary list of recommended proposed improvements "in our hip pocket" to make sure the conversation with the local representatives is as fruitful as possible.

Task 1 | Project Management Plan & Kickoff

Corradino's first task would be to develop and Project Management Plan for this contract. This is a critical part of the project to ensure it begins with consensus on the objectives and expectations by all parties involved. Corradino's project manager would be the responsible in charge of developing and maintaining a project schedule that aligns with the expected project timeline NIRPC outlined in the RFP. Corradino's project manager will also be the point of contact for NIRPC when coordinating on dates and times for meetings and field visits, as well as other administrative items such as sending data files needed for preliminary analysis, asking questions regarding invoices, or any other administrative items that may come up during the project. David Cleveland, the Project Principal, will provide QA/QC at critical milestones of the project. He will review crash patterns and proposed countermeasures, and will review the draft and final versions of the Roadway Safety Audits and final report.

Task 2 | Background Data & Preliminary Findings

For the sites selected by NIRPC, Corradino will first download the most recent three full years of crash data from the Automated Reporting Information Exchange System (ARIES). The ARIES data will then be filtered by the Unique Location ID field where we can extract the crashes associated with each site. Once each list of crashes has been generated, they will be imported in ArcGIS Pro and mapped based on the longitude and latitude fields. If a crash record has 0,0 or no information in their longitude and latitude fields, the team will review the crash report and diagram for that specific crash record to identify its location and assign the longitude and latitude manually. These crash records will be given an attribute to assign them to an intersection, and then a summary of the crashes will be generated in excel and a RoadHAT analysis will be conducted to identify the crash severity (lcc) and crash frequency (lcf) for each intersection.

In addition to the crash analysis, we will want to look at traffic data to determine traffic volumes as well as other physical features of the roadway such as roadway geometry, lane configurations, and pedestrian accessibility. If NIRPC has recent traffic count data through a third party such as Streetlight or Replica or has GIS files for roadway conditions and/or bicycle and pedestrian infrastructure, Corradino's project manager will send a request via email to their point of contact at NIRPC to request that information. Otherwise, Corradino would use resources such as INDOT's Traffic Count Database System (TCDS) to collect the AADT and do a desktop audit of the locations to identify roadway characteristics. Another step Corradino would do is partner with a firm that collects traffic counts via MioVision and have them install traffic cameras at the study locations. Using the turning movement counts from the video footage, we can quickly identify traffic patterns that may correlate to the lcc or lcf scores noted in the crash analysis. In addition, Corradino would review all the camera footage and conduct a Near Miss Analysis for intersections with heavy bicycle and/or pedestrian activity. Crash data does not always tell the full story for how safe or unsafe an intersection is for vulnerable roadway users. The Near Miss Analysis ensures any recommendations presented include safety measures for all users.

Task 3 | Working Session

Meeting with local engineers, law enforcement, and community leaders is an important step toward identifying proposed solutions and building consensus need to move a recommendations forward. After the crash analysis is completed, Corradino proposes hosting in-person meetings at the NIRPC offices to talk with these key stakeholders about the RSAs being conducted at intersections in their communities. These meetings would be designed to first introduce the group the Roadway Safety Audit Process and discuss the initial findings from the crash analysis.

Corradino will also want to spend time discussing safety countermeasures and how one or two types of countermeasures may not always be the best solution. Sometimes an intersection does not need an expensive reconstruction project to provide safety and financial benefits. For example, a new roundabout could lead to a significant reduction in serious crashes at an intersection today, but the long-term maintenance of that roundabout at an intersection not projected to

have a significant increase in traffic volumes over the next decade may mean the safety benefits of the roundabout may not outweigh the costs of constructing and maintaining it. But lower cost solutions such as more and/or larger signage, retroreflective tape on signposts, and better pavement markings could lead to a significant reduction in crashes at very little installation and maintenance cost. Corradino believes having this base level knowledge, plus preliminary findings for the study locations will create a smooth transition from a theoretical discussion to analyzing the physical conditions in real time at the field visits.

A report documenting the information discussed during the working sessions will be provided to NIRPC and the stakeholders for their review. Comments on the report would be incorporated into the final draft summary report.

Task 4 | Field Visit

Now that the stakeholders have a baseline of knowledge, the site visit is where project success is secured. Corradino's team proposes going to each site visit with a draft report, with proposed FHWA recommended countermeasures to help guide the conversation at each site visit. Corradino will distribute the draft report to attendees ahead of time so they can fully understand the site, its crash history, and crash patterns. The goal at these site visits is to obtain consensus from stakeholders while in the field. It is a lot easier to come to a consensus as a group, than trying to gain consensus after the fact in multiple one-on-one conversations. Even if full consensus during the site visit is not possible, Corradino will at least obtain consensus on some of the project elements and then gain consensus on the next steps and likely solutions. Corradino will provide minutes for each of the field visits that will include a list of attendees, discussion points and comments, as well as if there was consensus on any preferred alternatives.

Corradino has found, over the years of conducting field visits for RSAs, that local engineers tend to be more available to participate in field visits than local police representatives. Maybe this is because the local engineers are more in tune with competing for roadway funding for their jurisdictions. Police representatives at the site provide excellent input from a different point of view regarding roadway safety. Therefore, Corradino will focus on finding the correct police representative for each jurisdiction and spend some time explaining what this study is, why we



are conducting the study, and why their input is important. NIRPC may already have relationships with police representatives. If so, Corradino will utilize those relationship first. Otherwise, we will focus on forging new relationships for this contract that may be valuable for future projects.

Task 5 | Final Report

With the consensus building to identify recommended safety improvements that align with the FHWA's proven safety countermeasures, Corradino will produce RSAs for each year of the two year contract. With our past experience developing reports as for this contract, Corradino recommends using INDOT Office of Traffic Safety's Abbreviated Engineering Review report format for each intersection's RSA. The Abbreviated Engineering Review template summarizes, in one to two pages, critical information needed to understand intersection and the outcomes of the study without losing the "meat" of the project found in the attached crash data summary, lcc and lcf results from RoadHAT 4.1, crash diagrams, traffic data, meeting minutes, and field notes, design schematics (if needed for the recommendation), cost estimates, and benefit cost analysis generated in RoadHAT 4.1. Corradino has produced over 100 RSAs for both INDOT and MPO's using the abbreviated format and feel comfortable using it to produce quality reports.

James Mark Rinehart will serve as Corradino's project manager for this contract. He will oversee every aspect of the project from start to finish and be the NIRPC's point of contact. David Cleveland, PE, PTOE will serve as the project principal for this project and will be the responsible in charge of quality control. Dave's years of experience as a traffic engineer makes expertise critical to the success of this project.

PART IV. SHCEDULE OF FEES

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Schedule of Fees



Work Item	Sr. Project Manager - Engineering	Professional Engineer	Senior Planner	Engineer	Engineering Technician	Total Hours	Sub-Total
	\$215.18	\$135.00	\$129.00	\$101.07	\$89.27		
1a Project Management Plan	2		18			20	\$2,752.36
1b Kickoff & Coordination Meetings	4		16			20	\$2,924.72
2 Background Data & Preliminary Findings	10	100	100			210	\$28,551.80
3a Working Sessions	20		80			100	\$14,623.60
3b Working Session Summary Report	5		40			45	\$6,235.90
4a Field Visits	50		120			170	\$26,239.00
4b RSAs	10	200	160			370	\$49,791.80
5 Final Report	15		160			175	\$23,867.70
TOTAL HOURS							
	116	300	694	0	0	1110	
TOTAL COST							
	\$24,960.88	\$40,500.00	\$89,526.00	\$-	\$-	\$-	\$154,986.88

Total NIRPC Budget	\$155,000.00
Estimated Cost Per Site	\$7,500.00 - \$10,500.00
Estimated Number of Sites	15 - 20

PART V. PROJECT SCHEDULE

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FIRST YEAR SCHEDULE

Calendar Year 2024												
Tasks	July		August		September		October		November		December	
Project Management Plan		◆										
Kickoff Meeting		◆										
Background Data & Preliminary Findings				◆								
Working Sessions					◆							
Working Sessions Summary Report						◆						
Field Visits								◆				
RSA Reports for Each Project Location									◆			
Final Report										◆		

SECOND YEAR SCHEDULE

Calendar Year 2025																
Tasks	April		May		June		July		August		September		October		November	
Project Management Plan		◆														
Kickoff Meeting		◆														
Background Data & Preliminary Findings				◆												
Working Sessions					◆											
Working Sessions Summary Report						◆										
Field Visits												◆				
RSA Reports for Each Project Location														◆		
Final Report																◆

PART VI. FEDERAL CLAUSES

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.

[remainder of page intentionally left blank]

PART VII. EXECUTED CERTIFICATIONS FROM THE RFP RESPONSE

- 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

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

James M. Richert
Signature

Senior Planner
Title

3/26/2024
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

James R. Plummer, Sr Planner

Name and Title of Proposer's Authorized Official

3/26/2024

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.

James Rinehart

Signature of Proposer's Authorized Official

James Rinehart, Sr Planner

Name and Title of Proposer's Authorized Official

3/26/2024

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.

James Rinehart

Printed Name of Proposer

James M. Rinehart
Signature of Proposer

3/26/2024

Date



5.5 No Investment in Iran

CERTIFICATION IN 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: James W Pinehart

Printed Name: James Pinehart

Title: Sr Planner



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: James W. Binehart

Printed Name: James Binehart

Title: Sr Planner

Date: 3/26/2024

Technical Planning Committee
NIRPC Lake Michigan Room
YouTube Recording:

https://www.youtube.com/live/YZ37O9FNXMM?si=iCwK_E_chmJbOu0r

April 9, 2024

Minutes

Kevin Breitzke called the meeting to order at 10:01 a.m. with the Pledge of Allegiance.

Kevin Breitzke (Porter County), Max Rehlander (Valparaiso), Ryan Lisek (DCI), Lisa Shrader (INDOT), George Topoll (Union Township), Beth Shrader (Valpo Transit), Beth West (TransPorte), Dean Button (Hammond), Mark O'Dell (Chesterton), and David Wright (GPTC) were in attendance.

Steve King, Jake Dammarell, Jeff Huet (Schererville), Tom Schmitt (Schererville), Brian Snedecor, Julie Ritzler, and Alex Olesker were also in attendance.

NIRPC staff present were Tom Vander Woude, Mitch Barloga, Scott Weber, Grace Benninger, Stephen Hughes, Kevin Polette, and Flor Baum.

On a motion by Dean Button, second by Mark O'Dell, the Technical Planning Committee (TPC) approved the February 6, 2024, minutes, as presented.

There were no public comments.

Planning

Stephen Hughes presented on the *NWI 2050+* Transit chapter. The Transit profile describes all Lake, Porter, and La Porte Counties' public transit operators. Different variables were considered to come up with the Transit Demand Index (TDI), which includes population density, job density, poverty level, minority population, disabled population, population over 65, and those without vehicle access. The highest TDI demand response for the public is within La Porte and the northwest portion of Lake County. This is critical to represent how NWI is doing in terms of preparing public transit. Service efficiencies were also identified for effectiveness, including gaps, overlaps, and transit-accessible areas in the region. NIRPC staff developed a Grid System proposal map for NWI, with 10 new regional routes connecting Lake, Porter, and LaPorte counties. The Hub System Proposal, coming out of 2050+, gives nine new routes with timed transfers. The preferred system is cost-effective, flexible, and reaches more locations. The committee discussed how 2050+ would phase out the projects for the proposed grid and buses, starting with the communities with the greatest need (from north to south).

Tom Vander Woude spoke on Resolution #24-05: Unified Planning Work Program (UPWP) Approval. The UPWP is a federally and state-approved work plan for MPO staff to plan tasks over a fiscal year (July 1 – June 30). The UPWP is also a financial document linking staff activities to funding sources. NIRPC staff has provided a budget summary to INDOT and FHWA for sections 100 – 600 that incorporate local, state, and national priorities into the core duties of the MPO. A summary of FY-25 PL funding shows that nearly the entire budget is used for staff and overhead. \$5K has been set aside for the Sensible Tools Handbook+ workshops, and \$314K has been set aside for LPA Planning Assistance. A summary for FY-25 Flex Funding shows that NIRPC plans to flex Congestion Mitigation and Air Quality (CMAQ) funds to cover the Air Quality Education program, Surface Transportation Block Grant (STBG) funds to cover R-TIP software costs, and Highway Safety Improvement Program (HSIP) funds to cover a Road Safety Audits consultant contract.

On motion by Dean Button, seconded by George Topoll, the TPC approved recommending Res 24-05 to the Commission.

Programming

Nothing to report.

Staff Updates and Reports from Planning Partners

Staff updates and announcements were made. Drive Clean Indiana shared updates. For more information, visit www.drivecleanindiana.org.

Adjournment

Hearing no further business, the meeting adjourned at 10:44 a.m.

The next TPC meeting is slated for June 4, 2024, at 10:00 a.m. in the NIRPC building.