



6100 Southport Road
Portage, Indiana 46368
(219) 763-6060
www.nirpc.org

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
FULL COMMISSION MEETING**
July 21, 2022 at 9:00 A.M.
NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Justin Kiel
- 2.0 New Appointments to the Commission - Attorney Dave Hollenbeck
- 3.0 Roll Call – Candice Eklund
- 4.0 Public Comment on Current Agenda Items
Members of the audience who have signed up to comment on agenda items will be recognized by the Chair. Time is limited to 3 minutes per commenter.
- 5.0 Approval of the Minutes of the May 19, 2022 Executive Board Meeting (pp. 1-3)
ACTION REQUESTED: Approval
- 6.0 Report of the Chair – Justin Kiel
- 7.0 Report of the Executive Director - Ty Warner
 - 7.1 Overview of New Federal Aid Programs
 - 7.2 Staff Service Award
- 8.0 Finance and Personnel Committee (F&P) – Tom Dermody (pp. 4-31)
 - 8.1 Procurement #21-05.04 (p. 6)
ACTION REQUESTED: Approval
 - 8.2 SME Contract Amendment 1 (pp. 7-22)
ACTION REQUESTED: Approval
 - 8.3 Drive Clean Indiana 2022 (SFY2023) Contract (p. 23-31)
ACTION REQUESTED: Approval
- 9.0 Technical Planning Committee (TPC) - Kevin Breitzke (pp. 31-75)
 - 9.1 Resolution #22-15: Adopting Green Infrastructure design guidelines to implementing elements of the NIRPC *Living Streets Policy* for programmed transportation projects. (pp. 34-35)
ACTION REQUESTED: Approval
 - 9.2 Public Comment Report on FY 2020-2024 & 2022-2026 Transportation Improvement Program (TIP) Amendment #20-22.05 & 20-22.06 (p. 36)
ACTION REQUESTED: Informational
 - 9.3 Resolution #22-16: FY 2020-2024 & 2022-2026 TIP Amendment #20-22.05 & 20-22.06 (pp.37-75)
ACTION REQUESTED: Approval
- 10.0 NIRPC Economic Development District Report - Denarie Kane
- 11.0 INDOT, Matt Deitchley, La Porte District Deputy Commissioner

12.0 Other Business

13.0 Announcements

14.0 Adjournment

The next meeting on September 15, 2022 at 9:00 a.m. will be an Executive Board meeting.

NIRPC Executive Board Meeting

6100 Southport Road, Portage, IN

May 19, 2022 Minutes

Call to Order

Chairman, Justin Kiel, called the meeting to order at 9:03 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

New Appointments to the Commission

Dave Hollenbeck announced there were no new appointments to the Commission.

Roll call was taken by Candice Eklund.

Present

The 8 Executive Board members present at the meeting included Tom Dermody (La Porte), Richard Hardaway (Merrillville), Justin Kiel (La Crosse), Sue Lynch (Portage), Lori Mercer (Westville), Wendy Mis (Munster), Greg Stinson (Porter), and Jim Ton (Chesterton).

The 7 other Commissioners present included George Topoll (Union Township), Kevin Breitzke (Porter County Surveyor), Robert Carnahan (Cedar Lake), Joshleen Denham (Trail Creek), Duane Parry (Michigan City), Tom Schmitt (Schererville), and Mary Tanis (Dyer).

Absent

The 3 Executive Board Members absent at the meeting included Bill Emerson (Lake County Surveyor), Sheila Matias (La Porte County Commissioner), and Jim Pressel (Governor Appointee).

The 32 other Commissioners not present for the Executive Board meeting included Kyle Allen (Lake County Commissioner), Duane Arndt (Kingsford Heights), Jeannette Bapst (Dune Acres), Janet Beck (Pottawattomie Park), Geof Benson (Beverly Shores), Jim Biggs (Porter County Commissioner), Charlie Brown (Lake County Council), Bill Carroll (Lake Station), Anthony Copeland (East Chicago), Jon Derwinski (Winfield), Daina Dumbrys (Michiana Shores), Denise Ebert (Wanatah), Robert Forster (Kouts), Tony Hendricks (La Porte County Surveyor), Jack Jeralds (Schneider), Mike Jessen (Porter County Council), Scott Kingan (Ogden Dunes), Andrew Kyres (Crown Point), Robert LeMay (Long Beach), Tom McDermott (Hammond), Mike Mollenhauer (La Porte County Council), Edward Morales (Porter Township), Matt Murphy (Valparaiso), David Peeler (Hebron), Jerome Prince (Gary), Rick Ryfa (Griffith), Angie Scott (Burns Harbor), Brian Snedecor (Hobart), Steve Spebar (Whiting), Gerald Swets (St. John), Sharon Szwedo (New Chicago), and John Yelkich (Lowell).

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

Staff present included Ty Warner, Thomas Dow, Denarie Kane, Kevin Polette, Candice Eklund, and attorney Dave Hollenbeck.

Approval of Minutes

The minutes of the April 21, Full Commission meeting were approved on motion by Jim Ton and seconded by Richard Hardaway.

Public Comment – There were no public comments.

Report of the Chair– Justin Kiel

Justin Kiel had no updates to report.

Report of the Executive Director– Ty Warner

Ty Warner thanked the Commissioners who attended the Finance and Personnel (F&P) Committee meeting that was held prior to this meeting and appreciated the discussions regarding NIRPC's financial future situation and how to strategize and be more efficient in the challenges being faced. Ty also noted INDOT will be presenting on electric vehicle charging stations later in the meeting.

Finance & Personnel Committee (F&P) – Thomas Dermody

Thomas Dermody reiterated the engaging conversations at the F&P meeting this morning, adding they want to spend more time ensuring members understand NIRPC's F&P Committee as well as how to move forward with hiring quality staff. The financial reports, bank reconciliations, and claims registers for April 2022 were also reviewed.

1. Resolution #22-14: A Resolution of the Northwestern Indiana Regional Planning Commission for Year-End Reporting for Indiana State Board of Accounts (SBOA). Talaya Jones stated that in the past, the finance department provided financial statements to the SBOA under Generally Accepted Accounting Principles (GAAP) reporting, which is typically financial data for investors looking to invest in certain companies. This reporting is costly, entails of a lot of staff time, and it is not needed for our agency. Since GAAP reporting is not a requirement of the SBOA for NIRPC's audits, the finance department is seeking approval to revert to the regulatory reporting, which is mandated by the SBOA. On motion by Richard Hardaway and seconded by Wendy Mis, the Executive Board approved Resolution #22-14.
2. Mr. Dermody noted the F&P Committee also approved an addendum to the LaPorte County Revolving Loan Fund Management Plan.

Technical Planning Committee (TPC) - Kevin Breitzke

Kevin Breitzke reported the TPC met on May 3, 2022 and heard a presentation on NIRPC's Regional Climate Action plan framework. The next TPC meeting will be held on July 5 at 10:00 a.m. The TPC brought the action item below to the Executive Board for consideration and adoption.

1. Resolution #22-13: 2023-2024 Unified Planning Work Program (UPWP). Thomas Dow stated the UPWP is adopted every two years. It is anticipated that a portion of the local funds will be allocated to some of the local partners on transportation related planning activities due to funds remaining from prior years. With the comments received recently from INDOT and federal agencies, this resolution is requesting the adoption to include the language "the UPWP document will be adopted to include any changes that may be required by funding agencies". On motion by Greg Stinson and seconded by Thomas Dermody, the Executive Board adopted Resolution #22-13. The amended document will be presented at the Full Commission meeting on July 21.

Economic Development District Report – Denarie Kane

Denarie Kane stated applications for the *Recover NWI* loan program are encouraged to be submitted through the end of June because the program ends in July this year. Contact Denarie for additional information.

The Economic Recovery and Resiliency plan initiative is advancing. A draft plan is expected the end of May, all round table discussions with stakeholders are complete, and the steering committee will have their final meeting on June 20. The final plan will be presented to the Full Commission on July 21.

INDOT – Matt Deitchley

Matt Deitchley noted the preliminary work that is being done on I-94 West between Illinois to Cline Avenue. Matt addressed the long grass on the state highway right-of-way and stated it was due to the amount of rainfall received this year. There is only funding allocated to mow three times a year, but sight line issues will be addressed as needed. Contact Matt if you would like to discuss further.

Matt discussed INDOT's Bike Helmet program. Representatives from INDOT are visiting schools to discuss bike safety and delivering helmets for children in kindergarten through second grade. Schools can apply to have INDOT come to the school or schedule helmets to be dropped off. To sign up, visit bikesafeindiana.com.

Scott Manning, Deputy Chief of Staff with INDOT, presented on the electric vehicle charging stations and provided an update on the National Electric Vehicle Infrastructure (NEVI) program. The NEVI formula is federal funding that is allocated to each state through the FHWA funding formula and will be disbursed over the course of the five-year life of the bill, with Indiana receiving just under \$100 million. The goal of the program is to add a half million chargers nationwide by 2030. Metropolitan planning areas are also eligible to apply for NEVI funding. An EV charging infrastructure must be located within 50 miles of each charging station, needs to be within one mile of the interstate, and include at least four (150 KW direct current) fast chargers at each station. Scott informed the commission that state NEVI plans are due by August 1, 2022. INDOT feels Indiana's state approach will work with surrounding states. An in-person meeting is scheduled on June 2 from 3-5 p.m. ET in Plymouth Indiana. For

additional information, contact Scott Manning at smanning1@indot.in.gov. NIRPC will send INDOT's slide presentation to the Commissioners after the meeting.

Ty Warner added that NIRPC partners with Drive Clean Indiana (formerly known as South Shore Clean Cities), who is also working closely with INDOT, and is on top of all Electric Vehicle (EV) initiatives in Indiana. If partnered with their Green Fleets program, they can also help you partner with all regional EV infrastructure programs.

Other Business

Bob Carnahan announced that Cedar Lake's Town Manager, Chris Salatas, is looking for a Planning Director.

Announcements

Bob Carnahan announced the Cedar Lake Chamber of Commerce is hosting a Kids Fishing Derby on June 4. The first 100 kids will receive a free cane fishing pole.

Hearing no other business, Justin Kiel adjourned the meeting at 10:00 a.m. The next meeting on July 21 will be a Full Commission meeting.

The livestream video recording for this meeting is available on NIRPC's YouTube Channel at <https://www.youtube.com/watch?v=aiYDZTmn3Dg>

NORTHWESTERN INDIANA REGIONAL PLANNING
COMMISSION FINANCE AND PERSONNEL COMMITTEE
April 21, 2022 / NIRPC Dune Room – 8:00 a.m.

Members present in-person

Bob Carnahan, Tom Dermody, Richard Hardaway, Wendy Mis, Greg Stinson, George Topoll

Staff and others present in-person

Talaya Jones, Meredith Stilwell, Ty Warner, Lisa Todd, Stephanie Kuziela, David Hollenbeck

Call to Order

Chairperson Dermody called the meeting to order.

Approval of Minutes

The minutes of the March 17, 2022 meeting were presented. On motion by Greg Stinson, second by Richard Hardaway and no opposition, the minutes were approved.

Review of Financial Status – February 2022 Budget vs Actual

Talaya Jones presented the February 2022 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, and the Revolving Loan Fund Account.

Talaya Jones presented the February 2022 general fund financial reports. Total expenditures for the period ending February 28, 2022, were \$1,098,158 of the \$9,201,349 budgeted. Total general fund revenue for the period was \$3,649 of the \$4,311,106 budgeted.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date February 2022. Total NIRPC CARES fund expenditures for the period ending February 28, 2022, was \$53,859 of the \$1,153,515 budgeted. Total CARES revenue collected for the period was \$60,569 of the \$1,352,229 budgeted.

Approval of Claims Registers – February 2022

Talaya presented the February 2022 General Fund claims register totaling \$790,885.34 to the Committee for approval. On motion by Wendy Mis, second by George Topoll and no opposition, the General Fund claims in the amount of \$790,885.34 were approved. The CARES Act register of claims totaling \$14,909.00 was presented for approval. On motion by Bob Carnahan, second by Richard Hardaway and no opposition, the CARES Act register of claims in the amount of \$14,909.00 were approved. The RLF register of claims totaling \$708.75 was presented for approval. On motion by Richard Hardaway, second by Bob Carnahan and no opposition, the RLF register of claims in the amount of \$708.75 were approved.

Review of Financial Status – March 2022 Budget vs Actual

Talaya Jones presented the March 2022 bank reconciliations for the NIRPC general account, the CARES Revolving Loan Fund account, and the Revolving Loan Fund Account.

Talaya Jones presented the March 2022 general fund financial reports. Total expenditures for the period ending March 31, 2022, were \$1,824,761 of the \$9,201,349 budgeted. Total general fund revenue for the period was \$5,220 of the \$4,311,106 budgeted.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date March 2022. Total NIRPC CARES fund expenditures for the period ending March 31, 2022, was \$77,440 of the \$1,153,515 budgeted. Total CARES revenue collected for the period was \$83,546 of the \$1,352,229 budgeted.

Approval of Claims Registers – March 2022

Talaya presented the March 2022 General Fund claims register totaling \$712,542.50 to the Committee for approval. On motion by Bob Carnahan, second by Richard Hardaway and no opposition, the General

Fund claims in the amount of \$790,885.34 were approved. The CARES Act register of claims totaling \$20,540.25 was presented for approval. On motion by Bob Carnahan, second by Richard Hardaway and no opposition, the CARES Act register of claims in the amount of \$20,540.25 were approved.

Amendment to Memorandum of Understanding with Porter Co. RDC

Ty Warner presented the amendment to the MOU which was presented at the March Finance & Personnel meeting. The original MOU was designed to provide funds for closing costs to aid businesses in unincorporated Porter County, specifically the commercial and industrial areas in South Haven or along US 6 from McCool Road to State Road 49, who possibly could qualify for a RLF loan. This amendment opens up the grant to all unincorporated Porter County. On motion by Greg Stinson, second by George Topoll and no opposition, the Committee favorably recommended the MOU to the NIRPC Board for approval.

Personnel updates

Meredith Stilwell reported the Accountant, Economic Development Specialist, and Transit & Engagement Planner positions are still open, but there have been interviews held for the position and a decision has not yet been made. Ty Warner noted the Economic Development Specialist position is a grant funded position and the grant expires June 30, 2022.

Other Business

Ty Warner informed the Committee that NIRPC's current lease will be ending late 2023, early 2024 and the Finance & Personnel Committee will most likely be the ones tasked with discussing possibilities for staying in Portage or relocating. It was mentioned that there should be a discussion held with the City of Portage regarding their plans for the 6100 Southport building.

Bob Carnahan reported that the Town of Cedar Lake passed an ordinance to allow for hybrid meetings. A discussion was held regarding the ability of NIRPC to have hybrid meetings, with Attorney Hollenbeck outlining some of the challenges of hybrid meetings for a Board the size of NIRPC's.

Adjournment

There being no further business, the meeting was adjourned.

Procurement Recommendations

July 21, 2022

Acquire Fixed and Mobile Trail Counters for Data Analysis – Procurement #21-05.04

- Purchase of:
 - Twenty-six (26) mobile trail counters - \$87,685.00
 - Three (3) fixed trail counters - \$10,117.50
- Paid with Federal Highway funds (80%) out of NIRPC 2021-2022 Unified Planning Work Program (UPWP) and INDOT Contract #A249-18-G180340 and with (20%) local match coming from participating municipalities.
- Recommendation to approve purchase of mobile and fixed trail counters for data analysis not to exceed \$98,500.00 in federal funds, post purchase.
- *Note this purchase was made on June 23, 2022, with the Executive Director's approval, prior to the next regularly scheduled F&P meeting of July 21, 2022. This was necessary to avoid the loss of funds that were set to expire on June 30, 2022.*

ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SME FOR THE PROVISION OF BROWNFIELD ENVIRONMENTAL ASSESSMENT SERVICES.

WHEREAS, NIRPC entered into an agreement on March 19th, 2020 with SME to provide technical and professional environmental services as a qualified environmental professional to implement activities under United States Environmental Protection Agency (USEPA) under the USEPA 2019 Cooperative Agreement No. BF-00E02718-0, a Brownfield Coalition Assessment Grant, and

WHEREAS, NIRPC and its Brownfield Coalition partners have committed to expend grant funds to conduct environmental assessment of the George Rogers Clark Athletic Field and several additional federally eligible parcels at the southeastern corner of Calumet Avenue and E. 122nd Street in Hammond totally 16.38 acres, and

WHEREAS, The Brownfield Coalition and the City of Hammond are desirous of also conducting environmental assessment at Hammond Fire Station #2, a 0.5 acre parcel located at 2211 Calumet Ave which is NOT eligible for use of federal grant funds; and

WHEREAS, there are significant cost savings and technical advantageous of conducting environmental assessment and investigations of all parcels within this redevelopment project footprint concurrently;

NOW, THEREFORE, the parties here to mutually agree as follows:

The agreement by and between SME, Inc. and the Northwestern Indiana Regional Planning Commission the parties hereby agree to the following:

1. All provisions of the original agreement signed 19th of March 2020 shall remain the same with the exception of the addition of the following.
2. An additional Task 5, Phase II Assessment shall be conducted at Hammond Fire Station #2 located at 2211 Calumet Avenue, Hammond, IN, Parcel ID: 45-03-07-304-001.000-023, the scope of which is attached as Exhibit A.1 : Scope of Work Amendment - Task 5. The additional cost for Task 5 shall not exceed \$21,925.00 **unless**
3. In the event all parties agree that the Phase II results indicate further investigation of environmental conditions at the Fire Station #2 parcel are needed; an additional scope of work and cost may be negotiated and agreed to in writing between SME, NIRPC, the City of Hammond Environmental Department, and Hammond Port Authority.

It is hereby agreed and understood by the party's signatory hereto that this Addendum is effective as of July 18th, 2022, if the appropriate signatures are affixed no later than July 29, 2022.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

BY:

Ty Warner
Executive Director

ATTEST:

Talaya Jones
Chief Financial Officer

By:

SME, Inc

February 10, 2022

Ms. Kathy Luther
Director of Environmental Programs
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, Indiana 46368

RE: Bid Proposal for Environmental Assessment
Hammond Fire Station #2
2211 Calumet Avenue
Whiting, Indiana 46394
SME Proposal No.: P00443.22

Dear Ms. Luther:

As requested, SME prepared this proposal to provide environmental assessment services to evaluate the potential environmental concerns associated with the Hammond Fire Station, located at 2211 Calumet Avenue, Whiting, Indiana (Property). SME appreciates the opportunity to be of service to you on this project. The Property, consists of approximately 0.5 acres of land developed with a single building used as a Fire Station (Hammond Fire Station #2). We understand a 600-gallon underground storage tank (UST) formerly containing gasoline and/or diesel fuel was registered at this Property. Although the UST was removed from the Property during January 1997, the analysis of soil samples collected at that time from the vicinity of the UST cavity indicated that a release of hydrocarbons had occurred. Subsequent remediation (soil excavation) activities reportedly addressed the contamination in accordance with the regulatory requirements in effect at that time. Those regulatory requirements; however, do not comply with the current standards enforced by the Indiana Department of Environmental Management (IDEM), Office of Land Quality. Therefore, SME recommends additional assessment of the soil and groundwater quality in the vicinity of the former UST cavity to assess whether the current environmental conditions at the Property pose an unacceptable risk to human health and the environment.

SCOPE OF SERVICE

To evaluate the above referenced environmental concerns, SME will collect soil and groundwater quality samples from soil borings and temporary monitoring wells installed at the Property. Three soil borings and temporary monitoring wells will be installed in the immediate vicinity of the former UST cavity to evaluate if the petroleum hydrocarbons reported during the UST removal activities are present at concentrations exceeding the current IDEM standards. Three additional soil borings and temporary monitoring wells will be installed at other locations on the Property to evaluate if current or past operations have adversely affected the soil and groundwater quality at the Property.

ENVIRONMENTAL ASSESSMENT

SOIL SAMPLING

SME understands up to six (6) soil borings will be needed to assess the soil and groundwater quality at the Property. The soil borings will be advanced and soil samples collected continuously to the desired depth using a Geoprobe® drill rig equipped with 5-foot long, nominal 2-inch diameter Macro-core® samplers. The Macro-core® samplers will be equipped with new plastic internal liners prior to collection of each sample. Based on our previous experience in this area, SME anticipates to encounter groundwater between 6 and 10 feet (ft) below ground surface (bgs).

Soil samples from a minimum of each 2-foot interval will be collected, inspected and field screened for potential submittal to the laboratory for analysis. Each sample interval will be split into two aliquots with one aliquot retained for inspection and field screening (field aliquot) and the other to be retained for potential submittal for laboratory analysis (laboratory aliquot). The field aliquot will be placed into a re-sealable plastic bag, described using the Unified Soil Classification System (USCS) and inspected for physical evidence of contaminants such as staining, odors, free product, etc. Soil headspace will be monitored in the field using a PID.

The laboratory aliquot will be immediately transferred to laboratory supplied containers, labeled and placed in a cooler with ice for preservation following collection. Please note that samples retained for potential VOC analysis will be collected directly from the Macro core® sampler in accordance with US EPA Method 5035A (Indiana Modified).

The soil samples retained from each soil boring for laboratory analysis will include the surface interval and the subsurface interval exhibiting the greatest potential for being impaired (i.e., highest PID reading, staining, odors, etc.) based on field screening and/or field inspection.

TEMPORARY MONITORING WELL INSTALLATION

All six soil borings will be completed as temporary groundwater monitoring wells. The temporary wells will be constructed of one-inch diameter PVC riser with 5-ft of 0.01-inch factory slotted PVC screen. As feasible, a sand pack filter will be placed around the well screen and a minimum 2-ft thick bentonite seal will be placed above the sand pack zone. The remainder of the borehole will be filled to approximately 2-ft bgs with bentonite. A final boring log and temporary monitoring well completion diagram will be prepared for each well. These documents will list the details of the drilling activity, the soil stratigraphy, the results of field screening of soils, and the well construction details.

GROUNDWATER SAMPLING

If groundwater is encountered and conditions permit, i.e. enough water is produced, SME will collect a groundwater sample from each temporary monitoring well using a low flow/low stress sampling methodology. The groundwater samples will be collected in appropriate sample containers, labeled, placed in cooler and transported to an accredited laboratory using the appropriate chain-of-custody controls. Laboratory analyses will be performed on a normal two-week turn around basis. After the samples are collected, a licensed water-well driller will properly abandon the temporary wells.

SAMPLING LOCATION SURVEY

The location of each soil boring will be recorded using a global positioning system, and the elevation of each temporary well point will be surveyed to allow for correlation of groundwater level data. The groundwater level data collected prior to sample collection will be utilized to determine the apparent groundwater flow direction beneath the Site.

ANALYTICAL PROCEDURES

Soil and groundwater samples will be placed in the appropriate laboratory containers, logged on a chain-of-custody, placed in a cooler with ice to maintain a temperature of approximately 4° Celsius, and transported to the laboratory for analysis. The samples will be analyzed within the established holding times using US EPA-approved Methods as described in the EPA publication, Test Methods for Evaluation of Solid Wastes, Physical/Chemical Methods (SW-846, 3rd Edition, Update III). The laboratory QA/QC will be performed and submitted for review in accordance with the RCG, and in accordance with the full data package criteria.

SOIL SAMPLE ANALYSIS

Up to twelve soil samples (two per boring) will be analyzed for the following parameters:

- VOCs including naphthalenes and lead scavengers, using US EPA Method 8260,
- Polynuclear Aromatic Hydrocarbons (PAHs), using US EPA Method 8270, and
- Total lead in accordance with US EPA SW-846 Method 6010.

GROUNDWATER SAMPLE ANALYSIS

Up to six groundwater samples (one per temporary well) will be analyzed for the following parameters:

- VOCs including naphthalenes and lead scavengers, using US EPA SW-846 Methods 8260,
- PAHs, using US EPA Method 8270 SIM, and
- Total and dissolved lead in accordance with US EPA SW-846 Method 6010.

DECONTAMINATION PROCEDURES

Sampling equipment and supplies (i.e. gloves, hand augers, etc.) will be dedicated to a specific sample location, disposed of after use or decontaminated between sample collection. Sampling personnel are to wear clean latex or nitrile gloves at any time they are handling equipment or containers and will take all precautions to avoid contamination of equipment and supplies. The sampling equipment will also be cleaned between sample intervals using a solution of non-phosphate detergent and rinsed in potable water. Parts or surfaces of the portable non-dedicated equipment that come in contact with soil be decontaminated between sample collection points by washing with a non-phosphate detergent wash, followed by a rinse in potable water.

INVESTIGATION DERIVED WASTES

SME estimates one drum of soil cuttings and one drum of wastewater will be generated during this investigation. The drums will be labeled and staged on-Site pending the results of the laboratory analyses. Following receipt of the laboratory analyses, SME will arrange for the off-Site disposal of the drummed waste by an approved subcontractor within a month of generation. For budgeting purposes, SME assumes the investigation-derived wastes can be managed as nonhazardous waste; however, if the results of the analyses do not indicate the presence of any COCs at concentrations exceeding the RCG residential screening level, the material may be disposed on-Site as suggested by the EPA's Green Remediation Best Management Practices.

PROJECT DELIVERABLES & SCHEDULE

Upon receipt of notification to proceed, SME will schedule and complete the proposed scope of work. The laboratory analyses will be performed on a two week turn around basis, and a written Report will be prepared and submitted to the NIRPC within ten working days of receipt of the final laboratory report. SME anticipates submittal of the Assessment Report within 60 days of authorization to proceed.

SCHEDULE AND PROFESSIONAL FEES

SME will provide the scope of services based on a time-and-materials basis, not-to-exceed cost of \$21,925.00. The project will be invoiced on a monthly basis in accordance with the attached SME 2022 Environmental Services Fee Schedule.

The fee estimate, is based on the following assumptions:

- SME will have unrestricted access to the Property.
- No more than one meeting will be needed to discuss the results.
- SME will clear the location of public utilities at the site through the Indiana 811 system and may utilize the services of a private underground structure/utility service prior to performing the field exploration. Client is to furnish SME information on any known private underground utilities on the Property prior to performing the field exploration at the Property. SME will use due care during our sampling activities; however, SME is not responsible for damage to utilities or structures not clearly marked and staked by the Indiana 811 system or indicated during the private locating activities.
- SME will exercise care to reduce potential damage to existing ground surface areas during the field exploration, and will fill and cap the boring locations with like materials. However, our fee does not include time or expenses associated with the repair of ruts or damage to lawns, landscaping, pavements (with the exception of the boreholes), soft ground and other areas that may be disturbed during the field exploration. We will attempt to limit damage to these areas to the extent practicable. However, due to the weight of the drilling equipment, some significant rutting of exposed subgrade, or cracking of existing pavements (i.e., roads, driveways, sidewalks, etc.) could occur in areas traversed by the drilling equipment, especially during and shortly after periods of wet weather.
- We will have no delays due to weather or force majeure and field work will be completed in two days.
- Level D personal protective equipment is suitable for the project.
- All work will be performed in accordance with the attached SME General Conditions

AUTHORIZATION AND GENERAL COMMENTS

SME will provide the proposed services in accordance with the attached SME General Conditions as previously agreed with NIRPC, which are an integral part of this proposal. Please sign the attached General Conditions (GC: 03/15) where space is provided.

In addition to environmental consulting services, SME also offers building envelope and pavement design services, regulatory compliance services, industrial hygiene assessments, geotechnical consulting and construction materials services. If SME can be of service to you in any of these areas, please contact us.

If there are questions concerning this proposal or our Scope of Services, please contact us.

Very truly yours,

SME

Natalie Stoflet
Senior Staff Geologist

Robert B. Walker, LPG
Senior Consultant

Attachments: Special Conditions for Drilling and Excavations (03/15)
Fee Schedule FS0 (01/22)
Fee Schedule FS6 (01/22)
Fee Schedule FS7 (01/22)
General Conditions (03/15)

SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a) Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b) In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a) CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b) Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c) There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d) CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e) It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f) CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

FEE SCHEDULE – PERSONNEL AND EXPENSES

PERSONNEL

Technician I	Per Hour.....	72.00
Technician II	Per Hour.....	82.00
Technician III	Per Hour.....	92.00
Technician IV	Per Hour.....	110.00
Laboratory Technician.....	Per Hour.....	115.00
Certified Welding Inspector (CWI)	Per Hour.....	120.00
Field Engineer/Geologist/Specialist, Survey Technician	Per Hour.....	114.00
Staff Engineer/Geologist/Architect/Specialist.....	Per Hour.....	128.00
Senior Staff Engineer/Geologist/Architect/Specialist, Surveyor.....	Per Hour.....	138.00
Project Engineer/Geologist/Architect/Consultant	Per Hour.....	155.00
Civil Designer, Licensed Surveyor, Materials/Welding Consultant	Per Hour.....	155.00
Survey Crew Chief	Per Hour.....	165.00
Senior Project Engineer/Geologist/Architect/Consultant	Per Hour.....	180.00
Project Manager, Senior Civil Designer, Senior Licensed Surveyor	Per Hour.....	180.00
Level III NDT	Per Hour.....	190.00
Senior Consultant, Senior Project Manager.....	Per Hour.....	220.00
Certified Professional (Ohio VAP), Certified Industrial Hygienist.....	Per Hour.....	220.00
Principal Consultant, Chief Consultant, Project Director	Per Hour.....	260.00
CADD Technician.....	Per Hour.....	95.00
CADD Operator	Per Hour.....	106.00
Senior CADD Operator	Per Hour.....	128.00
Log Processor	Per Hour.....	100.00
Administrative Assistant	Per Hour.....	85.00
Senior Administrative Assistant	Per Hour.....	105.00

Minimum 4 Hours Per Day for field work.

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday) Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) Rates available upon request

TRANSPORTATION AND EXPENSES

Vehicle Mileage Charge	Per Mile.....	0.95
Out-of-town Expenses (Airfare, Lodging, Subsistence, etc.)	At Cost + 20%	
Subcontract Expenses, Equipment Rental	At Cost + 20%	
Direct Expenses (Prints, Permits, Maps, etc.)	At Cost + 20%	
Hard Copies of Report	Per Copy	85.00
Plotting 24 x 36 (Black & White)	Each.....	12.00
Plotting 24 x 36 (Color)	Each.....	24.00

Other Services including Drilling, Equipment use, and Laboratory Testing See Appropriate Fee Schedule

FEE SCHEDULE – ENVIRONMENTAL

SEE PERSONNEL AND EXPENSES FEE SCHEDULE FOR STAFF RATES

DRILLING/FIELD SERVICES

Drilling and Well Installation See Fee Schedule FS:1
 Geoprobes..... See Fee Schedule FS:7

Equipment required to complete investigation (i.e. bulldozer, backhoe, subcontract drill rigs, water permits and charges, access fees, tools)..... At Cost + 20%

Environmental Health Protection Equipment Level B Rate Available Upon Request
 Level C Per Day/Person..... 160.00

Other Services At cost + 20%

EQUIPMENT

5/8" OD x 3/8" ID Flex Tubing	Per Foot	4.50
1/4" OD x 0.170" ID PTFE, HDPE, or Nylon Tubing	Per Foot	2.25
1/2" OD x 3/8" ID Clear Vinyl Tubing	Per Foot	1.25
1/2" OD x 3/8" ID HDPE Tubing	Per Foot	1.25
3/4" Locking Cap	Each.....	27.50
3/4" Prepack Well Screen	Each.....	155.00
3/4" PVC Riser	Foot.....	6.50
1" SCH 80 PVC Riser.....	Foot.....	7.75
1" SCH 80 PVC Screen 5'	Each.....	44.00
2" diameter PVC pipe.....	Per Foot	5.50
2" diameter PVC well screen – 5' length.....	Each.....	55.00
Well Protector Pipe (4"x4").....	Each.....	210.00
2" Absorbent Socks.....	Each.....	26.50
4" Absorbent Socks.....	Each.....	32.00
Bentonite	Per 50 lb. Bag	33.00
Color Tec Detector Tube.....	Each.....	13.00
Color Tec Screening System	Per Day	60.00
Concrete/Asphalt Patch	Each.....	33.00
Coring Machine	Per Day	265.00
Digital Micromanometer	Per Day	65.00
Disposable Bailer – 1" or larger	Each.....	32.00
Disposable Bailer – 1/2" or 3/4"	Each.....	21.00
Drums – Steel/Poly	Each.....	65.00
Drager Pump.....	Per Day	60.00
Drager Tube	Each.....	26.50
Environmental Sampling Kit.....	Per Day	130.00
Explosive Gas / Multi-Gas Meter	Per Day	124.00
Generator	Per Day	150.00
GPS (sub-meter).....	Per Day	300.00
Groundwater Bladder Pump.....	Per Day	210.00
Groundwater Pump (Grundfos).....	Per Day	290.00
Groundwater Sampling Filter	Each.....	32.00
Hammer Drill	Per Day	120.00
HEPA Vacuum	Per Day	55.00
Interface Probe.....	Per Day	65.00

EQUIPMENT CONT.

Landfill Gas Analyzer (GEM 2000)	Per Day	320.00
Laser Level.....	Per Day	130.00
Locking Well Caps (1" or 2")	Each	33.00
Low Flow Sampling Equipment.....	Per Day	345.00
Magnetometer	Per Day	185.00
Metal Detector	Per Day	60.00
Penetrometer/Hand Auger	Per Day	45.00
Petite Ponar Sediment Sampler.....	Per Day	80.00
Peristaltic Pump	Per Day	65.00
pH/Temperature/Conductivity Meter	Per Day	65.00
Photoionization Detector	Per Day	165.00
Safety Tripod and Winches	Per Day	85.00
Soil Gas Installation Equipment	Per Day	290.00
Soil Gas Sampling Equipment	Per Day	300.00
Soil Gas Implants	Each	75.00
Steam Cleaner	Per Day	170.00
Survey Equipment (Level Rod)	Per Day	37.00
Water Level Meter	Per Day	65.00
Well Locks	Each	22.00
Well Pack Sand.....	Bag.....	22.00
Well Supplies, Other Supplies and Equipment	At Cost + 20%	
IAQ Meter	Per Day	120.00
IAQ Meter	Per Week	360.00
Sound Level Meter	Per Day	60.00
Sound Level Meter	Per Week	170.00
Sound Level Meter	Per Month	475.00

LABORATORY

Analytical Chemistry of Water and Soil.....	As Quoted or At Cost + 20%	
Asbestos Analyses	As Quoted or At Cost + 20%	
Hydrometer / Gradation Analysis	Each	260.00
Loss by Wash.....	Each	115.00
Permeability Test of Compacted Sample.....	Each	420.00
Permeability Test of Liner Sample (Clayey Soil).....	Each	370.00
Sieve Analysis	Each	115.00
Visual Engineering Classification: Soil.....	Per Sample	8.00
Other Services	Rate Available Upon Request	

FEE SCHEDULE – SOIL PROBE

SEE PERSONNEL AND EXPENSES FEE SCHEDULE FOR STAFF RATES

DRILLING/FIELD SERVICES

Soil Probe Services.....	*Full Day (up to 8 hours) ... 2,150.00 Half Day (up to 4 hours) .. 1,300.00 Additional Per Hour Rate ... 250.00
Mobilization of Soil Probe Rig and crew on and off site.....	Per Mile (Each Way) 4.00 Minimum Charge..... 525.00

*(*Includes probe, operator, steam cleaner, generator, probe materials ..Per Foot and Per Probe rates Available upon request.)*

Out-of-Town Living Expenses.....	Per Day/Per Person ... Cost + 20%
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ENVIRONMENTAL HEALTH PROTECTION EQUIPMENT

Level B	Rate Available Upon Request
Level C	Per Day 160.00

EQUIPMENT

1/2" OD x 3/8" ID High Density Poly Tubing	Per Foot 1.25
3/4" Locking Cap	Each 27.50
3/4" Prepack Well Screen	Each 155.00
3/4" PVC Riser	Foot..... 6.50
1" SCH 80 PVC Riser.....	Foot..... 7.75
1" SCH 80 PVC Screen 5'	Each 44.00
2' Liner.....	Each 4.50
4' Liner.....	Each 6.50
Bentonite	Per 50 lb. Bag 33.00
Concrete/Asphalt Patch	Each 33.00
Corps of Engineers DCP	Per Day 140.00
Drum Dolly.....	Day..... 65.00
Drums – Steel/Poly	Each 65.00
Expendable Drive Point.....	Each 16.50
Generator	Per Day 150.00
Landfill Gas Analyzer GEM 2000	Per Day 320.00
Lighted Arrow Board	Per Day 180.00
Pavement Coring – Geoprobe – Per Day	Per Day 150.00
SME Traffic Control Signage: Non-Freeway (8 signs max)	Per Day 415.00
Soil Gas Implant.....	Each 75.00
Steam Cleaner	Per Day 170.00
Well Pack Sand.....	Per Bag 22.00
Other Materials.....	At Cost + 20%

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the “CLIENT.” The CLIENT’s CLIENT shall be referred to as the “OWNER.” Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as “SME.” The “services” to be provided under this Agreement are defined in SME’s Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME’s instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME’s File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME’s File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney’s fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME’s services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME’s written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME’s services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker’s compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME’s services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: _____

Project Name: _____

Project Location: _____

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____

Parcel: 45-03-07-304-001.C

1 of 6

☆ Parcel: 45-03-07-304-001.000-023

Owner:
City Of Hammond, Indiana
Mailing Address:
2211 Calumet AVE Hammond IN 46320
Site Address:
2211 CALUMET AVE HAMMOND IN 46394

[View Additional Details](#) | [Add to Results](#)

LAKE 2ND ADD. (HAMMOND)

LAKE ADD. (HAMMOND)

122nd ST.

LAKE 3RD ADD. (HAMMOND)

LAKE 3RD ADD. (HAMMOND)

G.L. 3

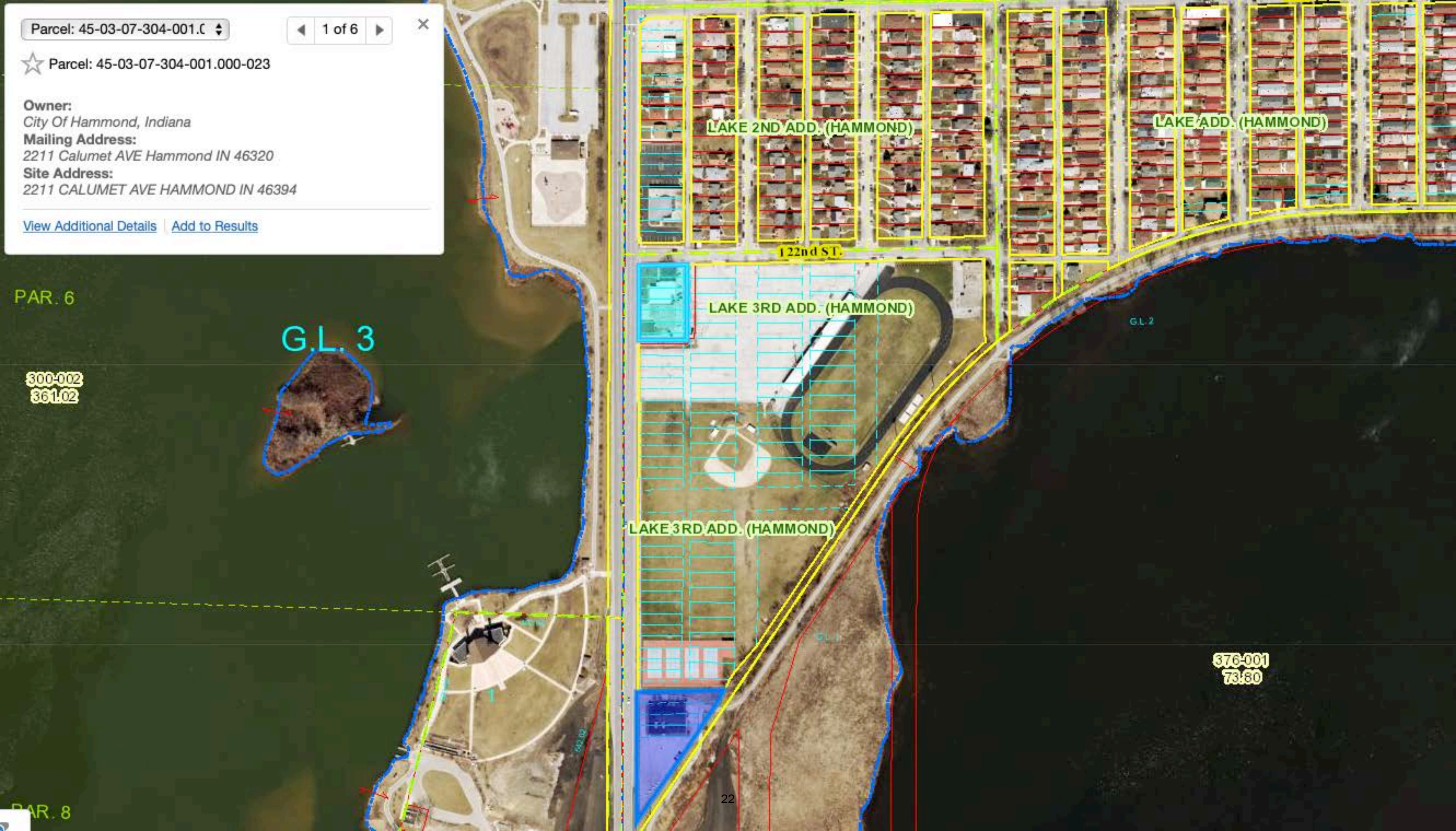
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PAR. 8



**AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING
COMMISSION AND DRIVE CLEAN INDIANA, INC., FOR THE PROVISION OF
PROFESSIONAL EDUCATION AND TRAINING SERVICES
SERVICES JULY 1, 2022 –DECEMBER 31, 2023**

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

WHEREAS, the request specifically included Drive Clean Indiana as the sub-grantee to conduct education, outreach, and training to vehicle fleet operators within Lake, Porter, and LaPorte Counties; and

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

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

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

WHEREAS, the total dollars allocated for this Public Private Partnership activity within the Current Unified Planning Work Program Air Quality Public Education Work Plan are \$ 450,000 of which \$ 360,000 is federal funding to be allocated as follows: NIRPC \$ 11,700 and DCI \$ 431,860. Drive Clean Indiana will be reimbursed 80% of their allocated total not to exceed \$ 345,488;

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

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

1. **Scope of Work:** Drive Clean Indiana shall perform the services and provide the products to the satisfaction of the Commission as described in the scope of work (Attachment A to this Agreement) which is hereby made a part of this Agreement. The Commission requires prior approval of the procurement and use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.
2. **Schedule:** All work described in Attachment A shall be conducted within the time frame beginning July 1, 2022 and shall be completed in total no later than December 31, 2023.
3. **Compensation:** The maximum total amount, which may be paid to the Contractor for services performed in conjunction with this Agreement, is not to exceed \$ 345,488 with contractor to document payment of an additional \$ 86,372, by itself or other non-federal parties, toward activities in Attachment A. Total of **\$ 431,860 in documented services must be performed to receive the full reimbursement of \$345,488.**
4. **Payment Provisions:** The Commission shall reimburse the Contractor for services rendered in Attachment A upon submission and review by the Commission of claim

vouchers for work accomplished during designated period on a quarterly basis in accordance with the following procedures:

- (A) The Contractor shall submit invoices with progress reports to the Commission no less than quarterly and no more than monthly.
 - (B) The Contractor shall attach supporting documentation of time charges and copies of receipts for all other types of charges to its invoice. The Contractor shall attach copies of invoices with similar supporting documentation from pre-approved Subcontractors utilized in conjunction with this Agreement.
 - (C) NIRPC shall reimburse the Contractor 80% of total eligible documented expenses supporting the agreed upon scope of work. The remaining 20% shall remain the responsibility of Drive Clean Indiana as non-federal reimbursable match of the federal grant.
5. The Invoice shall be accompanied by a documentation of activities included in the Activity Report Summary portion of the invoice for which reimbursement is being claimed. Quarterly/Monthly Invoices are due on the dates specified in Attachment A. Failure to resolve questions or concerns may result in delay of payment processing. The Contractor may be required to provide documentation of Non-Federally reimbursed expenses included as match similar to reimbursed expense.
- (A) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall invoice the Indiana Department of Transportation for payment. Payment to the contractor will be made within 10 days of receipt of federal funds from the state.
 - (B) All invoices with supporting documentation shall be mailed or emailed to:

Marisol Manley, (mmanley@nirpc.org)
Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, IN 46368
6. Modifications: This agreement shall not be modified except in writing, signed by both parties to this agreement. The parties agree that the Commission may modify ATTACHMENT A – SCOPE OF SERVICES by adding, deleting, or modifying tasks, subtasks, and schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of this agreement. Any adjustment in total cost for the services described in this agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to this agreement.
7. Independent Contractor: Nothing in this agreement shall be construed as creating an employer/employee relationship between the Commission and the Contractor. The Contractor understands and agrees that any and all tax liability that might be assessed on fees paid by the Commission to the Contractor is its sole responsibility.
8. Insurance: The Contractor agrees to maintain comprehensive insurance including, but not limited to, Federal, State, or Local employers' liability, workers' compensation, social

security unemployment compensation, comprehensive general liability insurance and automobile liability insurance with respect to its own employees in amounts customarily maintained in its industry and agrees that any liability arising out of the services rendered hereunder shall not be limited to the Contractor insurance coverage.

9. Indemnity: The Contractor shall defend, indemnify, protect and hold harmless the Commission, its officers, directors, employees, and independent contractors from any and all liability occasioned wholly or in part by any negligent act, failure to exercise the care customary in the profession, or errors or omission of the Contractor; including liability resulting from willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the Contractor, its independent contractors, agents or employees; including any and all expenses, legal or otherwise, incurred by the Commission in defense of any claim or suit arising out of services provided under this agreement.
10. Delays: The Contractor shall perform its services with due diligence upon receipt of a written notice to proceed from the Commission. Neither party shall be responsible for delays nor failure in performance due to causes beyond the reasonable control of either party. The Contractor will notify the Commission immediately of any event that will delay deliverables and provide the Commission with a written notice thereof specifying the reasons for the delay and actions planned to compensate for the delay in performance. The Commission will not unreasonably withhold an extension to the term of this agreement.
11. Termination: This agreement may be terminated, in whole, or in part, if the Commission shall determine that such termination is in its best interests. Upon receipt of written notice of termination from the Commission, thirty (30) days thereafter, the Contractor shall discontinue performance and refrain from incurring further costs unless otherwise directed; and within thirty (30) days deliver to the Commission all data, graphics, summaries, reports, and other information and materials the Contractor has accumulated in the performance of services under the agreement, whether completed or in process.

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

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

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

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

- 20. Applicability of federal requirements: The Contractor agrees that it will abide by and fulfill all requirements of the federal government that are applicable to this agreement.
- 21. Authorized Representatives: The Commission's authorized, administrative representative for these services is Ms. Talaya Jones, Chief Financial Officer. The authorized technical project manager is Ms. Katherine Luther, Chief of Staff and Environmental Director.

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

TO:

Northwestern Indiana Regional
 Planning Commission
 6100 Southport Road
 Portage, Indiana 46368
 (219) 763-6060
kluther@nirpc.org

TO:

Drive Clean Indiana, Inc.
 10115 Ravenwood, Dr. Suite B
 St. John, IN 46373
 (219)-644-3690
clisek@southshorecleancities.org

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

IN WITNESS WHEREOF, the duly authorized officers of the respective parties hereto have executed the Agreement as of this _____ day of _____, 2022.

Drive Clean Indiana, Inc.

**NORTHWESTERN INDIANA REGIONAL
 PLANNING COMMISSION**

BY: _____
 Carl Lisek, Executive Director

BY: _____
 Tyson Warner, Executive Director

ATTEST:

 Kathy Luther,
 Director of Environmental Programs

ATTACHMENT A – SCOPE OF WORK 2020
July 1, 2021 –December 31, 2022
Drive Clean Indiana Air Quality Public Education and Outreach Program

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

The NIRPC and DCI relationship represents a public-private partnership project, which is an eligible activity under CMAQ. NIRPC has included the fleet education, outreach, and training activities performed by DCI in the 2021-2022 UPWP. The Contractor has an established relationship with many private and public sector vehicle fleet operators in Northwest Indiana. They have successfully participated in a competitive CMAQ grant application process, and this activity of the partnership has been found eligible and approved by state and federal agencies responsible for these funds.

Contractual Responsibilities:

The Region brand and education and outreach campaign is focused specifically on coordination/leverage of area resources and efforts to raise awareness of the importance of air quality forecasts, provide education on the effects of pollutants including ozone and particulate matter and encourage voluntary actions to reduce air pollution from transportation sources and promote moving toward cleaner air.

Task 1: NWI Air Quality Public Education, Outreach, Partnerships, and Media
\$181,600 (145,280 Federal, \$36,320 Local)

- Media and marketing campaigns: “It All Adds Up to Cleaner Air”, “Region Man” (Examples may include: print, billboards, radio, etc., paid advertising) and social media campaigns, and management of regional air quality website
- Gas Can Exchange and Earth Day: Partner with Solid Waste Management Districts and/or Cities to continue to promote gas can exchange program in cooperation with household hazardous waste collections. Procurement and purchase of gas cans for these exchanges.
- Partners for Clean Air Support:
 1. Be liaison between NIRPC and NWI Partners for Clean Air, attend steering committee meetings
 2. Manage Partners for Clean Air Facebook page and Social Media.
 3. Assist Partners for Clean Air with event planning, marketing and communications
- New Media Approaches and Communications
- Educational Air Monitoring Partnership with Dunes Learning Center

Task 2: NWI Green Fleets Program

\$205,000 (Federal: 164,000, Local: 41,000)

- Training, individualized fleet emission assessments, one-on-one technical support and grant readiness, for up to 50 fleets which may include but are not limited to local governments, federal and state agencies with NWI facilities, schools, transit operators, non-profit organizations, private businesses in Lake, Porter, and La Porte Counties of Indiana. Support work with NIRPC and Transit Subrecipients to incorporate emission reduction strategies into NIRPC's Transit Asset Management Plan.
- Plan and execute peer learning events, webinars, and recognition programs for fleet operators, including annual conference and expo.
- Continue EV Readiness and EV infrastructure planning, technical support, coordination and outreach in Lake, Porter, and LaPorte Counties. This will include but not be limited to: Workplace Charging, grow overall support of electric vehicles, work with state entities in implementation of projects and opportunities
- Provide NIRPC with access to Fuel Price Reports, Annual Clean Cities Survey results, policy recommendations and best practices analysis as it pertains to alternative fuels, alternative fuel vehicles, alternative fueling infrastructure and emission reduction strategies related to same.
- Provide technical support for LPAs and Transit Operators submitting projects in NIRPCs Fall 2023 CMAQ and De-Carbonization Notice of Funding Opportunities Process.

Task 3: Air Quality Public Education and Green Fleets Reimbursable Program Expenses

Total: \$6,000 (Federal: \$4,800, Local: \$1,200)

- Local travel expenses, postage, copying and printing, that support Task 1 and 2.

Total Direct Project Expenditures	Federal	Local Share Match
\$392,600	\$ 314,080	\$ 78,520
Indirect (10%)		
\$39,260	\$ 31,408	\$ 7,852

Contract Deliverables:

- Increase knowledge and perception change of air quality among Northwest Indiana residents, leaders, decision makers and businesses.
- Competitive Procurement and purchase of approximately 1000 gas cans for exchange
- 30 diesel fleet emission and vehicle inventories. (DCI)
- NWI Clean Air Website (DCI)
- 4 Targeted Audience Workshops (DCI)
- Presence at a minimum of 5 regional events (DCI)
- Presentation at a minimum of 3 NIRPC Committee meetings
- Increased social media metrics (DCI)
- Radio Remotes for NWI Earth Day and Gas Can Exchange/Household Hazardous Waste
- Annual fuel usage report
- 12 Purple Air Monitors, 10 deployed with new Dunes Learning Air Quality Educational Partnership in Environmental Justice Communities. Sub-contract with Dunes Learning Center for curriculum development program delivery. 2 for other outreach events or demonstration projects.

SFY 2023 Data Reporting and Deliverables Plan

Key Deliverables	Due Date	Description
<i>Provide data from U.S. Department of Energy Annual Survey</i>	<i>March 2023/Data approved by DOE 5/23</i>	<i>Solicit input from Lake, Porter, and LaPorte Stakeholders on vehicle counts and Petroleum reduction efforts for SSCC Annual Survey. This information will be shared with NIRPC</i>
<i>Update AQ Website Website</i>	<i>Monthly -12 times (Minimum)</i>	<i>New events, new grants etc.</i>
<i>Newsletter</i>	<i>Monthly-12 times</i>	<i>Updates on emission reduction & regional projects</i>
<i>Alt Fuel Price Report</i>	<i>4 times annually</i>	<i>Provide price updates on All alternative fuels in NWI</i>
<i>Operators Roundtable</i>	<i>1 times -Minimum</i>	<i>Recommendations for emission reduction in the NIRPC Transit Asset Management Plan.</i>
<i>Green Fleet Inventory Summaries</i>	<i>July 2023</i>	<i>Comprehensive list of vehicles in the Green Fleets inventories</i>
<i>Annual NWI Clean Air Report to TPC and/or EMPC</i>	<i>November 2022</i>	<i>Final report and final invoice will be submitted for period ending 6/30/22.</i>
<i>Gas Can Exchange</i>	<i>May 2023</i>	<i>Supply gas cans and radio remotes for at least one exchange per county.</i>
<i>DLC Educational AQ Monitoring Project In Progress</i>	<i>June 2023</i>	<i>Purchase Purple Air monitoring devices, sub-contract with DLC for curriculum development and implementation executed.</i>

Contractual Period: July 1, 2022 through Dec 30, 2023

Technical Planning Committee
NIRPC Lake Michigan Room
May 3, 2022
Minutes

Kevin Breitzke called the meeting to order at 10:03 a.m. with the Pledge of Allegiance and a roll call. The recorded meeting can be viewed at <https://youtu.be/NbAkfCKvqu4>.

In attendance were Kevin Breitzke, Mark O'Dell, Kay Nelson (Forum), Jeff Huet (Schererville), Lauri Keagle (DCI), Jennifer Smith (INDOT), Chris Murphy, David Wright (GPTC), and George Topoll (Union Township).

NIRPC staff present were Charles Bradsky, Kevin Polette, Kathy Luther, and Flor Baum.

The meeting minutes of April 5, 2022 were approved on motion by Kay Nelson, second by Mark O'Dell, and the committee voted unanimously to approve.

There were no public comments.

Planning

Charles Bradsky presented on Resolution 22-13: 2023 – 2024 Unified Planning Work Program (UPWP). NIRPC has received PL and 5303 funds of \$1,846,933.00 for 2023. The remaining funds for FY-21 is \$372,500.00 and \$836,500.00 for FY-22. NIRPC is required to provide non-federal matching funds. Therefore, \$751,875.00 is needed for FY-23 and \$477,500.00 for FY-24. The committee discussed the possibility of having a working group that focuses on environmental justice (EJ) for upcoming projects to give outreach and guidance to policy. On motion by Kay Nelson and second by David Wright, the TPC approved to recommend Res. 22-13 to The Commission.

Kathy Luther presented on the Regional Climate Action Planning (RCAP) Framework. The 2017 Greenhouse Gas Emission Inventories (GHGE) has been completed in 15 communities within The Region. The 2017 GHGE baseline total for carbon dioxide equivalents were 49M metric tons from sources such as commercial and residential energy, industrial, transportation, solid waste, and water treatment within The Region. The focus was narrowed into three scopes. Scope one focuses on GHGE from sources located within the community boundary. Scope two focuses on GHGE occurring because of the use of grid-supplied electricity, heat, steam and/or cooling. Scope three focuses on all other GHGE that occur outside the community boundary as a result of activities taking place within the community boundary. The RCAP process is slated to form a working group between March through May. The working group will develop and implement outreach and engagement strategies, goals and objectives. A draft of the RCAP framework and development of local CAP support plan and performance metrics is slated for August 2022. By November, the working group will finalize and adopt a NWI regional climate action framework. For more information, please contact Kathy at kluther@nirpc.org.

Programming

Nothing to report.

Topical Committee Reports

Charles reported on the Transportation Resource Oversight Committee. All FY 20-24 amendments to the TIP have been approved. Charles is currently working on getting the new STIP approved for FY 22-26.

Reports from Planning Partners

Lauri Keagle (DCI) reported on events and programs. Please use this link to view the complete details of the DCI report: <https://files.constantcontact.com/b4f049b7201/bf53384a-716e-4886-a4e0-c330bd4098f7.pdf?rdr=true>. Please contact Lauri at lkeagle@drivecleanindiana.org or visit www.drivecleanindiana.org for more information.

Adjournment

Hearing no further business, the meeting adjourned at 11:03 a.m.

The next TPC meeting will be on July 5, 2022 at 10:00 a.m. in the NIRPC building.



RESOLUTION 22-15

A RESOLUTION ADOPTING GREEN INFRASTRUCTURE DESIGN GUIDELINES TO IMPLEMENTING ELEMENTS OF THE NIRPC LIVING STREETS POLICY FOR PROGRAMMED TRANSPORTATION PROJECTS

WHEREAS, the Northwestern Indiana Regional Planning Commission (NIRPC) promotes an equitable and effective multimodal, regional land use/transportation system that is safe, as well as energy, environmentally and fiscally efficient, maximizes regional connectivity, serves the mobility needs of all citizens, utilizes stormwater runoff mitigation best practices, improves the health of the general public, and is environmentally sensitive; and

WHEREAS, NIRPC promotes sustainable and resilient transportation that encourages walking, rolling, bicycling and transit use while promoting safe operations for all users, while improving the natural and built environment via the integration of more energy efficient and ecologically friendly management practices, as increased walking, rolling and cycling offers the potential for better air quality, reduces motor traffic, curbs fossil fuel reliance, fosters a more efficient right-of-way, promotes greater health of the local population cleans and manages stormwater runoff while allowing for the implementation of permeable surfaces, referred to commonly as “Green Infrastructure” concepts; and

WHEREAS, Green Infrastructure policies and Green Street requirements have been, and continue to be, adopted nationwide at state, regional, and municipal levels in the interest of adherence to EPA guidance and stormwater requirements that post-development stormwater quality improvements; and

WHEREAS, NIRPC is responsible for planning and programming transportation projects that utilize federal grants which adhere to goals and objectives from previously adopted documents such as the NWI *2050 Plan* and *Greenways and Blueways 2020*; and other applicable documents; and

WHEREAS, NIRPC adopted a Complete Street Policy & Guidelines in 2010, expanded to the Living Streets Policy in 2020; and

WHEREAS, the Technical Policy Committee has duly voted to recommend these Green Infrastructure Guidelines as the official design guidance for Green Infrastructure requirements of the Living Streets Policy to aid in the development of sustainable, resilient transportation corridors in the NIRPC region of Lake, Porter and LaPorte Counties; and

NOW, THEREFORE, BE IT RESOLVED that NIRPC duly adopts the *Complete Streets Complete Networks* manual, with amendments, as the official design guidance for projects directly programed by NIRPC.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this 21st day of July, two thousand and twenty-two.

Justin Kiel
Chair

ATTEST:

Secretary



Public Comment Report

**Amendment #20-22.05 & 20-22.06 to the 2020-2024 & 2022-2026
Transportation Improvement Programs (TIP)**

Northwestern Indiana Regional Planning Commission

Technical Planning Committee

July 5, 2022

Amendments # 20-22.05 & #20-22.06 of the FY 2020-2024 & 2022-2026 Transportation Improvement Programs was released for a 21-day public comment period which began on June 13, 2022 and ended on July 5, 2022. The amendment was made available for viewing at www.nirpc.org and press releases with links were posted on several social media sites. No comments were received during the comment period on the proposed amendment.

NIRPC staff did not receive any technical comments from the Interagency Consultation Group (ICG). Approval was given for this amendment by members of the ICG on or before June 17, 2022.



RESOLUTION 22-16

**A RESOLUTION OF THE NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION AMENDING THE
FY 2020-2024 & 2022-2026 TRANSPORTATION IMPROVEMENT PROGRAMS
FOR LAKE, PORTER, AND LAPORTE COUNTIES, INDIANA
AMENDMENT NO. 20-22.05; 20-22.06
July 21, 2022**

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

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

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

WHEREAS, the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs are a product of a multi-modal, 3-C transportation planning process, compatible with regional goals and objectives and socio-economic and demographic factors used to form the *NWI 2050 Plan*; and

WHEREAS, the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs are an implementation of the *NWI 2050 Plan*, are fiscally constrained, and are consistent with the State Implementation Plan for Air Quality; and

WHEREAS, the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs are developed by the Commission in coordination and cooperation with local elected and appointed highway and transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of

Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U. S. Environmental Protection Agency; and

WHEREAS, the changes to the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs brought about by this amendment were reviewed by the Air Quality Conformity Task Force’s Interagency Consultation Group (ICG); and

WHEREAS, the changes to the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs brought about by this amendment were subjected to public comment in the manner prescribed by the 2019 Public Participation Plan with no comments received; and

WHEREAS, the Technical Policy Committee (TPC) has recommended that the Northwestern Indiana Regional Planning Commission make these changes to the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the FY 2020-2024 & FY 2022-2026 Transportation Improvement Programs by adding the new projects and making other changes as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission this twenty-first day of July, 2022.

Justin Kiel
Chairperson

ATTEST:

Secretary

1902830 (Ver 4) 20-22.05 STATUS Programmed **FEDERAL**

Title: Signal Modernization 5th Ave & Bigger St. **Route:** N/A
Description: Signal Modernization at 5th Ave & Bigger St, with added Pedestrian components & crosswalks
Project Type: Signal - Other **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Nearest Crossstreet: Bigger St
Narrative: Moving forward in identifying PE consultant to move this project forward,

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	HSIP Chicago UZA	\$45,000	\$0	\$0	\$0	\$45,000
2023	Local Fund	\$5,000	\$0	\$0	\$0	\$5,000
>2024	Beyond	\$0	\$0	\$418,000	\$0	\$418,000
2020-2024 TOTAL		\$50,000	\$0	\$0	\$0	\$50,000
ALL YEARS TOTAL		\$50,000	\$0	\$418,000	\$0	\$468,000

Region: Northwestern MPO

Lead Agency: Gary

Previously Approved Version

1902830 (Ver 3) 20-08.2

Title: Signal Modernization 5th Ave & Bigger St. **Route:** N/A
Description: Signal Modernization at 5th Ave & Bigger St, with added Pedestrian components & crosswalks
Project Type: Signal - Other **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Nearest Crossstreet: Bigger St
Narrative: moved back one fiscal year

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$6,490	\$0	\$0	\$0	\$6,490
2020	STBG Chicago UZA	\$25,961	\$0	\$0	\$0	\$25,961
2022	Local Fund	\$0	\$0	\$85,635	\$0	\$85,635
2022	STBG Chicago UZA	\$0	\$0	\$342,540	\$0	\$342,540
2020-2024 TOTAL		\$32,451	\$0	\$428,175	\$0	\$460,626
ALL YEARS TOTAL		\$32,451	\$0	\$428,175	\$0	\$460,626

Region: Northwestern MPO

Lead Agency: Gary

2101119 (Ver 4) 20-22.05 STATUS Programmed **FEDERAL**

Title: Roundabout at Broad St and Ave H **Route:** N/A
Description: Broad St. and Avenue H Intersection Improvement Project (Roundabout)
Project Type: Intersection or Intersection Groups **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Added additional PE funds

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Fund	\$79,800	\$0	\$0	\$0	\$79,800
2023	STBG Chicago UZA	\$319,200	\$0	\$0	\$0	\$319,200
>2024	Beyond	\$0	\$0	\$1,848,806	\$125,000	\$1,973,806
2020-2024 TOTAL		\$399,000	\$0	\$0	\$0	\$399,000
ALL YEARS TOTAL		\$399,000	\$0	\$1,848,806	\$125,000	\$2,372,806

Region: Northwestern MPO **Lead Agency:** Griffith

Previously Approved Version

2101119 (Ver 3) 20-19.5

Title: Roundabout at Broad St and Ave H **Route:** N/A
Description: Broad St. and Avenue H Intersection Improvement Project (Roundabout)
Project Type: Intersection or Intersection Groups **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Adjusted local funds for PE

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Fund	\$27,405	\$0	\$0	\$0	\$27,405
2023	STBG Chicago UZA	\$109,620	\$0	\$0	\$0	\$109,620
>2024	Beyond	\$0	\$0	\$1,848,806	\$125,000	\$1,973,806
2020-2024 TOTAL		\$137,025	\$0	\$0	\$0	\$137,025
ALL YEARS TOTAL		\$137,025	\$0	\$1,848,806	\$125,000	\$2,110,831

Region: Northwestern MPO **Lead Agency:** Griffith

1901900 (Ver 6) 20-22.05 STATUS Programmed **FEDERAL**

Title: Multi-use paths / Hammond Marquette Greenway **Route:** N/A
Description: Extend the funded trail from East Chicago to Gary (Kennedy Ave to Cline Ave)
Project Type: Other **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Marquette Greenway from Kennedy Ave to Cline Ave of Distance (mile) 1.91
Narrative: Funding for PE should have been entered as ROW. PE has been entered as local funds.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	Local Fund	\$220,000	\$0	\$0	\$0	\$220,000
2023	Local Fund	\$0	\$25,000	\$0	\$0	\$25,000
2023	TAP Chicago UZA	\$0	\$100,000	\$0	\$0	\$100,000
>2024	Beyond	\$0	\$0	\$2,219,740	\$125,000	\$2,344,740
2020-2024 TOTAL		\$220,000	\$125,000	\$0	\$0	\$345,000
ALL YEARS TOTAL		\$220,000	\$125,000	\$2,219,740	\$125,000	\$2,689,740

Region: Northwestern MPO

Lead Agency: Hammond

Previously Approved Version

1901900 (Ver 5) 20-22.01

Title: Multi-use paths / Hammond Marquette Greenway **Route:** N/A
Description: Extend the funded trail from East Chicago to Gary (Kennedy Ave to Cline Ave)
Project Type: Other **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Marquette Greenway from Kennedy Ave to Cline Ave of Distance (mile) 1.91
Narrative: Added CN in 2025. Approved from 2020 NOFA

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Fund	\$25,000	\$0	\$0	\$0	\$25,000
2023	TAP Chicago UZA	\$100,000	\$0	\$0	\$0	\$100,000
>2024	Beyond	\$0	\$0	\$2,219,740	\$125,000	\$2,344,740
2020-2024 TOTAL		\$125,000	\$0	\$0	\$0	\$125,000
ALL YEARS TOTAL		\$125,000	\$0	\$2,219,740	\$125,000	\$2,469,740

Region: Northwestern MPO

Lead Agency: Hammond

2200175		(Ver 1) 20-22.05		STATUS New Project			LOCAL
Title:	Bridge Replacement; Indiana Dunes State Park					Route:	N/A
Description:	Indiana Dunes State Park Bridge on Wilson Rd over Dunes Creek						
Project Type:	Br Repl, Comp.Cont.Pres.Conc.Bulb T- f	AQ Exempt:	Exempt		District:	LaPorte	
County:	Porter	Limits:					
Narrative:	New bridge project for INDOT						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2023	Local Bridge	\$450,000	\$0	\$0	\$0	\$450,000	
>2024	Beyond	\$0	\$0	\$1,000,000	\$0	\$1,000,000	
2020-2024 TOTAL		\$450,000	\$0	\$0	\$0	\$450,000	
ALL YEARS TOTAL		\$450,000	\$0	\$1,000,000	\$0	\$1,450,000	
Region: Northwestern MPO				Lead Agency: INDOT			

1700359		(Ver 3) 20-22.05	STATUS Programmed				FEDERAL
Title:	Bridge Deck Overlay at SR 912- FUTURE PROJECT					Route:	SR 912
Description:	Elevation Change-up Ramp, 1.17mi W of US 12						
Project Type:	Bridge Deck Overlay	AQ Exempt:	Exempt			District:	LaPorte
County:	Lake	Limits:	Bridge #: 33037				
Narrative:	Modify CN to FY24 and letting date to 12/13/23. corrected AQC.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2024	NHPP Non Interstate	\$0	\$0	\$1,162,050	\$0	\$1,162,050	
2020-2024 TOTAL		\$0	\$0	\$1,162,050	\$0	\$1,162,050	
ALL YEARS TOTAL		\$0	\$0	\$1,162,050	\$0	\$1,162,050	
Region: Northwestern MPO				Lead Agency: INDOT			

Previously Approved Version							
1700359		(Ver 2) 20-00					
Title:	Bridge Deck Overlay at SR 912					Route:	SR 912
Description:	Elevation Change-up Ramp, 1.17mi W of US 12						
Project Type:	Bridge Deck Overlay	AQ Exempt:	Non-Exempt			District:	LaPorte
County:	Lake	Limits:	Bridge #: 33037				
Narrative:	Carry over to 20 TIP						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2020	NHPP Non Interstate	\$0	\$0	\$1,174,554	\$0	\$1,174,554	
2020	State Match	\$0	\$0	\$293,639	\$0	\$293,639	
<2020	Prior	\$121,633	\$0	\$0	\$0	\$121,633	
2020-2024 TOTAL		\$0	\$0	\$1,468,193	\$0	\$1,468,193	
ALL YEARS TOTAL		\$121,633	\$0	\$1,468,193	\$0	\$1,589,826	
Region: Northwestern MPO				Lead Agency: INDOT			

1700370 (Ver 3) 20-22.05 STATUS Programmed **FEDERAL**

Title: Bridge Deck Overlay at SR 912-FUTURE PROJECT **Route:** SR 912
Description: Ramp over RR Yard, 1.40mi W of US 12
Project Type: Bridge Deck Overlay **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: 33034
Narrative: Modify CN to FY24 and update letting to 12/13/23. Corrected AQC

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2024	NHPP Non Interstate	\$0	\$0	\$1,626,654	\$0	\$1,626,654
2020-2024 TOTAL		\$0	\$0	\$1,626,654	\$0	\$1,626,654
ALL YEARS TOTAL		\$0	\$0	\$1,626,654	\$0	\$1,626,654

Region: Northwestern MPO

Lead Agency: INDOT

Previously Approved Version

1700370 (Ver 2) 20-00

Title: Bridge Deck Overlay at SR 912 **Route:** SR 912
Description: Ramp over RR Yard, 1.40mi W of US 12
Project Type: Bridge Deck Overlay **AQ Exempt:** Non-Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: 33034
Narrative: Carry over to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	NHPP Non Interstate	\$0	\$0	\$588,398	\$0	\$588,398
2020	State Match	\$0	\$0	\$147,100	\$0	\$147,100
<2020	Prior	\$60,920	\$0	\$0	\$0	\$60,920
2020-2024 TOTAL		\$0	\$0	\$735,498	\$0	\$735,498
ALL YEARS TOTAL		\$60,920	\$0	\$735,498	\$0	\$796,418

Region: Northwestern MPO

Lead Agency: INDOT

2000039 (Ver 2) 20-22.05 STATUS Programmed **FEDERAL**

Title: Bridge Deck Overlay **Route:** N/A
Description: Bridge Deck Overlay, SR 912 over CSX RR, AMOCO SERV RD, 00.45 W US 12/US 20
Project Type: Bridge Deck Overlay **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Move CN funding to FY23 and FY24 along with CE funding to FY24 and change letting date to 12/13/23.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	NHPP Non Interstate	\$0	\$0	\$55,000	\$0	\$55,000
2024	NHPP Non Interstate	\$0	\$0	\$1,492,467	\$50,000	\$1,542,467
2020-2024 TOTAL		\$0	\$0	\$1,547,467	\$50,000	\$1,597,467
ALL YEARS TOTAL		\$0	\$0	\$1,547,467	\$50,000	\$1,597,467

Region: Northwestern MPO

Lead Agency: INDOT

Previously Approved Version

2000039 (Ver 1) 20-09

Title: District Bridge Project (Rehabilitation) **Route:** N/A
Description: Bridge Deck Overlay, SR 912 over CSX RR, AMOCO SERV RD, 00.45 W US 12/US 20
Project Type: Bridge Deck Overlay **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Amend FY21 PE, FY22 CN and FY23 CN & CE. TLAP Funds

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2021	State Match	\$175,000	\$0	\$0	\$0	\$175,000
2022	State Match	\$0	\$0	\$55,000	\$0	\$55,000
2023	State Match	\$0	\$0	\$1,645,832	\$50,000	\$1,695,832
2020-2024 TOTAL		\$175,000	\$0	\$1,700,832	\$50,000	\$1,925,832
ALL YEARS TOTAL		\$175,000	\$0	\$1,700,832	\$50,000	\$1,925,832

Region: Northwestern MPO

Lead Agency: INDOT

1800533 (Ver 3) 20-22.05 STATUS Programmed **FEDERAL**

Title: Bridge Painting-FUTURE PROJECT **Route:** SR 912
Description: SR 912, Bridge Painting @ CONRAIL RR, 0.19mi E of US 20
Project Type: Bridge Painting **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: 912-45-02216
Narrative: Move CN to FY24 and change letting date to 12/13/23.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2024	NHPP Non Interstate	\$0	\$0	\$1,691,546	\$0	\$1,691,546
2020-2024 TOTAL		\$0	\$0	\$1,691,546	\$0	\$1,691,546
ALL YEARS TOTAL		\$0	\$0	\$1,691,546	\$0	\$1,691,546

Region: Northwestern MPO

Lead Agency: INDOT

Previously Approved Version

1800533 (Ver 2) 20-00

Title: Bridge Painting **Route:** SR 912
Description: SR 912, Bridge Painting @ CONRAIL RR, 0.19mi E of US 20
Project Type: Bridge Painting **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: 912-45-02216
Narrative: Carry to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	STBG State	\$8,000	\$0	\$0	\$0	\$8,000
2020	State Match	\$2,000	\$0	\$0	\$0	\$2,000
2021	STBG State	\$16,000	\$0	\$692,785	\$0	\$708,785
2021	State Match	\$4,000	\$0	\$173,196	\$0	\$177,196
<2020	Prior	\$95,520	\$0	\$0	\$0	\$95,520
2020-2024 TOTAL		\$30,000	\$0	\$865,981	\$0	\$895,981
ALL YEARS TOTAL		\$125,520	\$0	\$865,981	\$0	\$991,501

Region: Northwestern MPO

Lead Agency: INDOT

1700105		(Ver 1) 20-22.05	STATUS New Project				FEDERAL
Title:	District Bridge Project (Removal)- FUTURE PROJECT					Route:	N/A
Description:	Bridge Removal, SR - 912, Ramp H over Ramp b, 1.33mi W of US 12						
Project Type:	Bridge Removal	AQ Exempt:	Exempt		District:	LaPorte	
County:	Lake	Limits:					
Narrative:	Amend FY24 CN \$109,306.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2024	NHPP Non Interstate	\$0	\$0	\$109,306	\$0	\$109,306	
2020-2024 TOTAL		\$0	\$0	\$109,306	\$0	\$109,306	
ALL YEARS TOTAL		\$0	\$0	\$109,306	\$0	\$109,306	
Region: Northwestern MPO				Lead Agency: INDOT			

1703000 (Ver 3) 20-22.05 STATUS Programmed **FEDERAL**

Title: Pedestrian bridge removal **Route:** SR 912
Description: SR 912 Pedestrian Walk @ RR Yard service road; 1.4 mi west US 12, lake county
Project Type: Bridge Removal **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: P012-45-05996 A
Narrative: Move CN phases to FY23 and FY24 and change letting to 12/13/23.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	NHPP Non Interstate	\$0	\$0	\$40,000	\$0	\$40,000
2024	NHPP Non Interstate	\$0	\$0	\$527,733	\$0	\$527,733
2020-2024 TOTAL		\$0	\$0	\$567,733	\$0	\$567,733
ALL YEARS TOTAL		\$0	\$0	\$567,733	\$0	\$567,733

Region: Northwestern MPO

Lead Agency: INDOT

Previously Approved Version

1703000 (Ver 2) 20-00

Title: Pedestrian bridge removal **Route:** SR 912
Description: SR 912 Pedestrian Walk @ RR Yard service road; 1.4 mi west US 12, lake county
Project Type: Bridge Removal **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: P012-45-05996 A
Narrative: Carry over to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	NHPP Non Interstate	\$34,560	\$0	\$0	\$0	\$34,560
2020	State Match	\$8,640	\$0	\$0	\$0	\$8,640
2022	NHPP Non Interstate	\$40,000	\$32,000	\$0	\$0	\$72,000
2022	State Match	\$10,000	\$8,000	\$0	\$0	\$18,000
2023	NHPP Non Interstate	\$0	\$0	\$336,577	\$0	\$336,577
2023	State Match	\$0	\$0	\$84,144	\$0	\$84,144
2020-2024 TOTAL		\$93,200	\$40,000	\$420,721	\$0	\$553,921
ALL YEARS TOTAL		\$93,200	\$40,000	\$420,721	\$0	\$553,921

Region: Northwestern MPO

Lead Agency: INDOT

1703011		(Ver 3) 20-22.05	STATUS Programmed				FEDERAL
Title:	Bridge Removal-FUTURE PROJECT					Route:	SR 912
Description:	SR 912 Michigan Ave @ SR 912, 1.34 mi west of US 12						
Project Type:	Bridge Removal	AQ Exempt:	Exempt			District:	LaPorte
County:	Lake	Limits:	Bridge #: (12)912-45-04112 C				
Narrative:	Move CN funding to FY24 and change letting to 12/13/23.						
	FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
	2024	NHPP Non Interstate	\$0	\$0	\$30,158,375	\$0	\$30,158,375
	2020-2024 TOTAL		\$0	\$0	\$30,158,375	\$0	\$30,158,375
	ALL YEARS TOTAL		\$0	\$0	\$30,158,375	\$0	\$30,158,375
Region: Northwestern MPO				Lead Agency: INDOT			

Previously Approved Version

1703011 (Ver 2) 20-00

Title: Bridge Replacement **Route:** SR 912
Description: SR 912 Michigan Ave @ SR 912 EB/WB ramps; 1.34 mi west of US 12
Project Type: Br Repl, Steel Girder **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: (12)912-45-04112 C
Narrative: Carry over to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	NHPP Interstate	\$729,600	\$0	\$0	\$0	\$729,600
2020	State Bridge	\$182,400	\$0	\$0	\$0	\$182,400
2022	NHPP Non Interstate	\$16,000	\$28,000	\$0	\$0	\$44,000
2022	State Match	\$4,000	\$7,000	\$0	\$0	\$11,000
2023	NHPP Non Interstate	\$0	\$0	\$10,446,550	\$0	\$10,446,550
2023	State Match	\$0	\$0	\$2,611,638	\$0	\$2,611,638
2020-2024 TOTAL		\$932,000	\$35,000	\$13,058,188	\$0	\$14,025,188
ALL YEARS TOTAL		\$932,000	\$35,000	\$13,058,188	\$0	\$14,025,188

Region: Northwestern MPO

Lead Agency: INDOT

1703012		(Ver 3) 20-22.05	STATUS Programmed				FEDERAL
Title:	Bridge Removal-FUTURE PROJECT					Route:	SR 912
Description:	SR 912 Ramp B @ Ramp B; 1.33 miles of US 12						
Project Type:	Bridge Removal	AQ Exempt:	Exempt			District:	LaPorte
County:	Lake	Limits:	Bridge #: (12)912-45-04112 C				
Narrative:	Move CN to FY24 and change letting date to 12/13/2023.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2024	NHPP Non Interstate	\$0	\$0	\$109,306	\$0	\$109,306	
2020-2024 TOTAL		\$0	\$0	\$109,306	\$0	\$109,306	
ALL YEARS TOTAL		\$0	\$0	\$109,306	\$0	\$109,306	
Region: Northwestern MPO			Lead Agency: INDOT				

Previously Approved Version

1703012 (Ver 2) 20-00

Title: Bridge Replacement **Route:** SR 912
Description: SR 912 Ramp B @ Ramp B; 1.33 miles of US 12
Project Type: Br Repl, Steel Girder **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Bridge #: (12)912-45-04112 C
Narrative: Carry over to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	NHPP Non Interstate	\$64,000	\$0	\$0	\$0	\$64,000
2020	State Match	\$16,000	\$0	\$0	\$0	\$16,000
2022	NHPP Non Interstate	\$16,000	\$0	\$0	\$0	\$16,000
2022	State Match	\$4,000	\$0	\$0	\$0	\$4,000
2023	NHPP Non Interstate	\$0	\$0	\$901,518	\$0	\$901,518
2023	State Match	\$0	\$0	\$225,380	\$0	\$225,380
2020-2024 TOTAL		\$100,000	\$0	\$1,126,898	\$0	\$1,226,898
ALL YEARS TOTAL		\$100,000	\$0	\$1,126,898	\$0	\$1,226,898

Region: Northwestern MPO

Lead Agency: INDOT

1801906		(Ver 3) 20-22.05	STATUS Programmed				STATE
Title:	Colorado Street bridge over RR crossing					Route:	N/A
Description:	Colorado Street over CN/ Grand Trunk and Western railroads in Hobart. This project is part of the Local Trax program, and will aid in the congestion of traffic crossing these busy RR tracks. There are no added capacity. The sponsor is INDOT. This project is exempt from the requirement to determine conformity. This project is expected to be substantially completed by November 15, 2021.						
Project Type:	New Bridge, Other	AQ Exempt:	Exempt		District:	LaPorte	
County:	Lake	Limits:	Nearest Crossstreet: 3rd St				
Narrative:	Moved letting date, moved PE to FY 22, moved RW to FY 22, moved CN to FY 23. 1900832 is on this contract B41853.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2022	Local Fund	\$0	\$52,772	\$0	\$0	\$52,772	
2022	State Bridge	\$54,425	\$142,679	\$0	\$0	\$197,104	
2023	Local Fund	\$0	\$0	\$1,515,294	\$0	\$1,515,294	
2023	State Bridge	\$0	\$0	\$4,096,906	\$627,140	\$4,724,046	
2020-2024 TOTAL		\$54,425	\$195,451	\$5,612,200	\$627,140	\$6,489,216	
ALL YEARS TOTAL		\$54,425	\$195,451	\$5,612,200	\$627,140	\$6,489,216	
Region: Northwestern MPO				Lead Agency: INDOT			

Previously Approved Version

1801906 (Ver 2) 20-00

Title: Colorado Street bridge over RR crossing **Route:** N/A
Description: Colorado Street over CN/ Grand Trunk and Western railroads in Hobart. This project is part of the Local Trax program, and will aid in the congestion of traffic crossing these busy RR tracks. There are no added capacity. The sponsor is INDOT. This project is exempt from the requirement to determine conformity. This project is expected to be substantially completed by November 15, 2021.
Project Type: New Bridge, Other **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:** Nearest Crossstreet: 3rd St
Narrative: Carry to 20 TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$0	\$30,806	\$0	\$0	\$30,806
2020	State Bridge	\$0	\$123,224	\$0	\$0	\$123,224
2021	Local Fund	\$0	\$0	\$1,014,700	\$166,800	\$1,181,500
2021	State Bridge	\$346,750	\$0	\$4,058,800	\$667,200	\$5,072,750
<2020	Prior	\$887,300	\$0	\$0	\$0	\$887,300
2020-2024 TOTAL		\$346,750	\$154,030	\$5,073,500	\$834,000	\$6,408,280
ALL YEARS TOTAL		\$1,234,050	\$154,030	\$5,073,500	\$834,000	\$7,295,580

Region: Northwestern MPO

Lead Agency: INDOT

1900832 (Ver 2) 20-22.05 STATUS Programmed STATE

Title: Local Trax, New Bridge Construction **Route:** N/A
Description: Colorado Street over Canadian National Railroad
Project Type: New Bridge, Other Construction **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Added PE funds to FY 22, removed RW funds from FY 22, reduced CN and CE funds in FY 2023. Project has 1801906 on san

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2021	State Match	\$817,115	\$0	\$0	\$0	\$817,115
2022	State Match	\$112,969	\$0	\$0	\$0	\$112,969
2023	Local Fund	\$0	\$0	\$425,250	\$0	\$425,250
2023	State Match	\$0	\$0	\$1,149,750	\$196,875	\$1,346,625
2020-2024 TOTAL		\$930,084	\$0	\$1,575,000	\$196,875	\$2,701,959
ALL YEARS TOTAL		\$930,084	\$0	\$1,575,000	\$196,875	\$2,701,959

Region: Northwestern MPO

Lead Agency: INDOT

Previously Approved Version

1900832 (Ver 1) 20-12

Title: Local Trax, New Bridge Construction **Route:** N/A
Description: Colorado Street over Canadian National Railroad
Project Type: New Bridge, Other Construction **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Amend Local Trax project into the current TIP.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	Local Fund	\$0	\$31,050	\$0	\$0	\$31,050
2022	State Match	\$0	\$83,950	\$0	\$0	\$83,950
2023	Local Fund	\$0	\$0	\$1,937,250	\$0	\$1,937,250
2023	State Match	\$0	\$0	\$5,237,750	\$931,500	\$6,169,250
2020-2024 TOTAL		\$0	\$115,000	\$7,175,000	\$931,500	\$8,221,500
ALL YEARS TOTAL		\$0	\$115,000	\$7,175,000	\$931,500	\$8,221,500

Region: Northwestern MPO

Lead Agency: INDOT

1902002 (Ver 6) 20-22.05 STATUS Programmed **FEDERAL**

Title: Pavement Rehabilitation 3R/4R Park St **Route:** N/A
Description: Pavement rehabilitation 3R/4R Park Ave from Furnace St to Erie St
Project Type: Roadway Reconstruction/Rehabilitation **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:**
Narrative: Scope of services revised based on additional information provided during Stage 1 Design due to reduced City staff capacity to

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$19,500	\$0	\$0	\$0	\$19,500
2020	STBG Mich City UZA	\$78,000	\$0	\$0	\$0	\$78,000
2022	Local Fund	\$36,586	\$0	\$0	\$0	\$36,586
2022	STBG Mich City UZA	\$146,344	\$0	\$0	\$0	\$146,344
2024	Local Fund	\$0	\$29,200	\$0	\$0	\$29,200
2024	STBG Mich City UZA	\$0	\$116,800	\$0	\$0	\$116,800
>2024	Beyond	\$0	\$0	\$860,000	\$0	\$860,000
2020-2024 TOTAL		\$280,430	\$146,000	\$0	\$0	\$426,430
ALL YEARS TOTAL		\$280,430	\$146,000	\$860,000	\$0	\$1,286,430

Region: Northwestern MPO

Lead Agency: La Porte

Previously Approved Version

1902002 (Ver 5) 20-22.02

Title: Pavement Rehabilitation 3R/4R Park St **Route:** N/A
Description: Pavement rehabilitation 3R/4R Park Ave from Furnace St to Erie St
Project Type: Roadway Reconstruction/Rehabilitation **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:**
Narrative: Increased PE Phase Funds based on Scope Changes and LPA Capacity for work share on certain tasks.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$19,500	\$0	\$0	\$0	\$19,500
2020	STBG Mich City UZA	\$78,000	\$0	\$0	\$0	\$78,000
2022	Local Fund	\$36,586	\$29,200	\$0	\$0	\$65,786
2022	STBG Mich City UZA	\$146,344	\$116,800	\$0	\$0	\$263,144
2023	Local Fund	\$0	\$0	\$172,000	\$0	\$172,000
2023	STBG Mich City UZA	\$0	\$0	\$688,000	\$0	\$688,000
2020-2024 TOTAL		\$280,430	\$146,000	\$860,000	\$0	\$1,286,430
ALL YEARS TOTAL		\$280,430	\$146,000	\$860,000	\$0	\$1,286,430

Region: Northwestern MPO

Lead Agency: La Porte

2101709 (Ver 1) 20-22.05 STATUS **New Project** LOCAL

Title: Bridge #94 Replacement **Route:** N/A
Description: Bridge #94 is located on CR East 1200 South just west of the road intersection of 1200S and 200E
Project Type: Bridge Replacement **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:**
Narrative: Bridge #94 is located on CR East 1200 South just west of the road intersection of 1200S and 200E

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Bridge	\$248,000	\$0	\$0	\$0	\$248,000
2023	Local Fund	\$62,000	\$0	\$0	\$0	\$62,000
2024	Local Bridge	\$0	\$52,000	\$0	\$0	\$52,000
2024	Local Fund	\$0	\$13,000	\$0	\$0	\$13,000
>2024	Beyond	\$0	\$0	\$1,290,000	\$195,000	\$1,485,000
2020-2024 TOTAL		\$310,000	\$65,000	\$0	\$0	\$375,000
ALL YEARS TOTAL		\$310,000	\$65,000	\$1,290,000	\$195,000	\$1,860,000

Region: Northwestern MPO

Lead Agency: LaPorte County

2101711 (Ver 1) 20-22.05 STATUS **New Project** **LOCAL**

Title: Bridge #166 Replacement **Route:** N/A
Description: Bridge #166 just east of intersection of CR 400 West and CR 1650 South in Prairie Township
Project Type: Bridge Replacement **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:**
Narrative: Bridge #166 just east of intersection of CR 400 West and CR 1650 South in Prairie Township

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Bridge	\$240,000	\$0	\$0	\$0	\$240,000
2023	Local Fund	\$60,000	\$0	\$0	\$0	\$60,000
2024	Local Bridge	\$0	\$52,000	\$0	\$0	\$52,000
2024	Local Fund	\$0	\$13,000	\$0	\$0	\$13,000
>2024	Beyond	\$0	\$0	\$1,100,000	\$165,000	\$1,265,000
2020-2024 TOTAL		\$300,000	\$65,000	\$0	\$0	\$365,000
ALL YEARS TOTAL		\$300,000	\$65,000	\$1,100,000	\$165,000	\$1,630,000

Region: Northwestern MPO

Lead Agency: LaPorte County

1801831 (Ver 8) 20-22.05 STATUS Programmed **FEDERAL**

Title: Lincoln Trail Extension **Route:** N/A
Description: Lincoln Trail Extension, from W 300 S (intersection of US 421 & SR 2) to PNW
Project Type: Other **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:** Lincoln Trail from W 300 S to PNW of Distance (mile) 1.7
Narrative: Changed the \$232,720 from FY 2022 to FY 2023 due to the Admod being denied for FY 2022. Was instructed to perform a TIP

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$3,800	\$0	\$0	\$0	\$3,800
2020	STBG Mich City UZA	\$15,200	\$0	\$0	\$0	\$15,200
2021	Local Fund	\$11,820	\$0	\$0	\$0	\$11,820
2021	STBG Mich City UZA	\$47,280	\$0	\$0	\$0	\$47,280
2023	DEMO	\$85,968	\$0	\$0	\$0	\$85,968
2023	Local Fund	\$40,986	\$0	\$0	\$0	\$40,986
2023	STBG Mich City UZA	\$163,946	\$0	\$0	\$0	\$163,946
2024	Local Fund	\$0	\$70,000	\$0	\$0	\$70,000
2024	STBG Mich City UZA	\$0	\$280,000	\$0	\$0	\$280,000
<2020	Prior	\$380,000	\$0	\$0	\$0	\$380,000
>2024	Beyond	\$0	\$0	\$2,001,600	\$0	\$2,001,600
2020-2024 TOTAL		\$369,000	\$350,000	\$0	\$0	\$719,000
ALL YEARS TOTAL		\$749,000	\$350,000	\$2,001,600	\$0	\$3,100,600

Region: Northwestern MPO

Lead Agency: LaPorte County

Previously Approved Version

1801831 (Ver 7) 20-16

Title: Lincoln Trail Extension **Route:** N/A
Description: Lincoln Trail Extension, from W 300 S (intersection of US 421 & SR 2) to PNW
Project Type: Other **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:** Lincoln Trail from W 300 S to PNW of Distance (mile) 1.7
Narrative: Within the 22-57 Ad Mod I moved FY 22 ROW Federal Funds in the amount of \$232,720 to PE.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2020	Local Fund	\$3,800	\$0	\$0	\$0	\$3,800
2020	STBG Mich City UZA	\$15,200	\$0	\$0	\$0	\$15,200
2021	Local Fund	\$11,820	\$0	\$0	\$0	\$11,820
2021	STBG Mich City UZA	\$47,280	\$0	\$0	\$0	\$47,280
2022	Local Fund	\$0	\$58,180	\$0	\$0	\$58,180
2022	STBG Mich City UZA	\$232,720	\$0	\$0	\$0	\$232,720
2024	DEMO	\$0	\$85,968	\$0	\$0	\$85,968
<2020	Prior	\$380,000	\$0	\$0	\$0	\$380,000
>2024	Beyond	\$0	\$0	\$2,001,600	\$0	\$2,001,600
2020-2024 TOTAL		\$310,820	\$144,148	\$0	\$0	\$454,968
ALL YEARS TOTAL		\$690,820	\$144,148	\$2,001,600	\$0	\$2,836,568

Region: Northwestern MPO

Lead Agency: LaPorte County

9981680 (Ver 1) 20-22.05 STATUS **New Project** **FEDERAL**

Title: Veterans' Memorial Trail **Route:** N/A
Description: Lake County Parks Rails to Trails Crown Point to Hebron (ROW only)
Project Type: Bicycle Enhancement **AQ Exempt:** Exempt **District:** LaPorte
County: Lake **Limits:**
Narrative: Added project from STIP; added MPO funds

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2021	Local Fund	\$0	\$93,750	\$0	\$0	\$93,750
2021	STBG Group IV	\$0	\$375,000	\$0	\$0	\$375,000
2022	Local Fund	\$0	\$128,476	\$0	\$0	\$128,476
2022	TAP State	\$0	\$513,903	\$0	\$0	\$513,903
2023	Local Fund	\$0	\$319,200	\$0	\$0	\$319,200
2023	TAP Chicago UZA	\$0	\$1,276,800	\$0	\$0	\$1,276,800
<2020	Prior	\$0	\$793,013	\$0	\$0	\$793,013
2020-2024 TOTAL		\$0	\$2,707,129	\$0	\$0	\$2,707,129
ALL YEARS TOTAL		\$0	\$3,500,142	\$0	\$0	\$3,500,142

Region: Northwestern MPO

Lead Agency: Lake County

1902689 (Ver) 20-22.05 STATUS Deleted								
Title:	Pavement Rehabilitation or Reconstruction; Barker Ave						Route:	N/A
Description:	Barker Ave 3R/4R pavement project; Barker Ave from Woodland Ave going west.							
Project Type:	Roadway Reconstruction/Rehabilitation	AQ Exempt:	Exempt			District:	LaPorte	
County:	Laporte	Limits:						
Narrative:	the LPA wishes to eliminate this project.							
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL		
Region: Northwestern MPO				Lead Agency: Michigan City				

Previously Approved Version								
1902689 (Ver 4) 20-15								
Title:	Pavement Rehabilitation or Reconstruction; Barker Ave						Route:	N/A
Description:	Barker Ave 3R/4R pavement project; Barker Ave from Woodland Ave going west.							
Project Type:	Roadway Reconstruction/Rehabilitation	AQ Exempt:	Exempt			District:	LaPorte	
County:	Laporte	Limits:						
Narrative:	Added CN phase to show estimated total project costs							
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL		
2023	Local Fund	\$22,500	\$0	\$0	\$0	\$22,500		
2023	STBG Mich City UZA	\$90,000	\$0	\$0	\$0	\$90,000		
>2024	Beyond	\$0	\$0	\$1,500,000	\$0	\$1,500,000		
2020-2024 TOTAL		\$112,500	\$0	\$0	\$0	\$112,500		
ALL YEARS TOTAL		\$112,500	\$0	\$1,500,000	\$0	\$1,612,500		
Region: Northwestern MPO				Lead Agency: Michigan City				

1902001 (Ver 2) 20-22.05 STATUS Programmed **FEDERAL**

Title: Willowcreek Rd Extension SR 130 to 700 N **Route:** N/A
Description: New Road SR 130 to 700 N
Project Type: New Road Construction **AQ Exempt:** Non-Exempt **District:** LaPorte
County: Porter **Limits:** Not Location Specific
Narrative: Awarded funding by TROC

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2023	Local Fund	\$331,418	\$0	\$0	\$0	\$331,418
2023	STBG Chicago UZA	\$1,325,672	\$0	\$0	\$0	\$1,325,672
2024	Local Fund	\$0	\$81,000	\$0	\$0	\$81,000
2024	STBG Chicago UZA	\$0	\$324,000	\$0	\$0	\$324,000
2020-2024 TOTAL		\$1,657,090	\$405,000	\$0	\$0	\$2,062,090
ALL YEARS TOTAL		\$1,657,090	\$405,000	\$0	\$0	\$2,062,090

Region: Northwestern MPO

Lead Agency: Porter County

Previously Approved Version

1902001 (Ver 1) 20-00

Title: Willowcreek Rd Extension SR 130 to 700 N-FUTURE PROJECT **Route:** N/A
Description: New Road SR 130 to 700 N
Project Type: New Road Construction **AQ Exempt:** Non-Exempt **District:** LaPorte
County: Porter **Limits:** Not Location Specific
Narrative: NOFA 2019

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2024	Local Fund	\$0	\$81,000	\$0	\$0	\$81,000
2024	STBG Chicago UZA	\$0	\$324,000	\$0	\$0	\$324,000
2020-2024 TOTAL		\$0	\$405,000	\$0	\$0	\$405,000
ALL YEARS TOTAL		\$0	\$405,000	\$0	\$0	\$405,000

Region: Northwestern MPO

Lead Agency: Porter County

Northwestern MPO TIP SUMMARY BY LEAD AGENCY

	Prior	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond	Total
Gary	\$0	\$32,451	\$0	\$428,175	\$50,000	\$0	\$418,000	\$418,000	\$928,626
Griffith	\$0	\$0	\$0	\$0	\$536,025	\$0	\$0	\$3,947,612	\$4,483,637
Hammond	\$0	\$0	\$0	\$220,000	\$250,000	\$0	\$4,689,480	\$4,689,480	\$5,159,480
INDOT	\$1,165,373	\$3,402,921	\$8,132,346	\$697,845	\$32,964,354	\$36,927,437	\$0	\$1,000,000	\$84,290,276
La Porte	\$0	\$195,000	\$0	\$511,860	\$860,000	\$146,000	\$860,000	\$860,000	\$2,572,860
LaPorte County	\$760,000	\$38,000	\$118,200	\$290,900	\$900,900	\$565,968	\$4,003,200	\$6,753,200	\$9,427,168
Lake County	\$793,013	\$0	\$468,750	\$642,379	\$1,596,000	\$0	\$0	\$0	\$3,500,142
Michigan City	\$0	\$0	\$0	\$0	\$112,500	\$0	\$0	\$1,500,000	\$1,612,500
Porter County	\$0	\$0	\$0	\$0	\$1,657,090	\$810,000	\$0	\$0	\$2,467,090
TOTAL	\$2,718,386	\$3,668,372	\$8,719,296	\$2,791,159	\$38,926,869	\$38,449,405	\$9,970,680	\$19,168,292	\$114,441,779

Email to the ICG including the following parties was sent 6/10/2022. Concurrence is as follows:

- FHWA concurrence given 6/13/2022
- EPA concurrence 6/17/2022
- IDEM concurrence 6/17/2022
- INDOT concurrence 6/17/2022
- FTA concurrence 6/17/2022

Other than FHWA, all approvals are Concurrence by No Response.

NIR-22-047 (Ver 1) 20-22.06 STATUS **New Project** **FEDERAL**

Title: Facility Improvement **Route:** N/A
Description: Roof replacement in Michigan City shop facility.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:** Nearest Crossstreet: 601 Roeske Ave., Michigan City, IN 46360
Narrative: NICTD is replacing the mechanical shop roof at the Michigan City facility. The roof is well beyond their useful life and is current

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$0	\$0	\$2,480,000	\$0	\$2,480,000
2022	Local Transit Match Fund	\$0	\$0	\$620,000	\$0	\$620,000
2020-2024 TOTAL		\$0	\$0	\$3,100,000	\$0	\$3,100,000
ALL YEARS TOTAL		\$0	\$0	\$3,100,000	\$0	\$3,100,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-048 (Ver 1) 20-22.06 STATUS **New Project** **FEDERAL**

Title: Computer Equipment **Route:** N/A
Description: Computer equipment utilized by railroad staff to be replaced. This includes system servers and desktop computers.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Laporte **Limits:** Various Locations
Narrative: NICTD will purchase administrative computer equipment.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$0	\$0	\$80,000	\$0	\$80,000
2022	Local Transit Match Fund	\$0	\$0	\$20,000	\$0	\$20,000
2020-2024 TOTAL		\$0	\$0	\$100,000	\$0	\$100,000
ALL YEARS TOTAL		\$0	\$0	\$100,000	\$0	\$100,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-049		(Ver 1) 20-22.06	STATUS New Project				FEDERAL
Title:	PTC Equipment					Route:	N/A
Description:	Positive Train Control, safety system signal overlay, onboard train system equipment that has met useful life.						
Project Type:	Transit - Capital	AQ Exempt:	Exempt		District:	LaPorte	
County:	Various	Limits:	Various Locations				
Narrative:	Positive Train Control, safety system signal overlay, onboard train system equipment that has met useful life.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2022	FTA 5337 St of Good Repair	\$0	\$0	\$960,000	\$0	\$960,000	
2022	Local Transit Match Fund	\$0	\$0	\$240,000	\$0	\$240,000	
2020-2024 TOTAL		\$0	\$0	\$1,200,000	\$0	\$1,200,000	
ALL YEARS TOTAL		\$0	\$0	\$1,200,000	\$0	\$1,200,000	
Region: Northwestern MPO				Lead Agency: NICTD			

NIR-22-050		(Ver 1) 20-22.06	STATUS New Project				FEDERAL
Title:	South Bend Realignment					Route:	N/A
Description:	This project will fund the engineering and NEPA work associated with the proposed station and track relocation in South Bend, Indiana.						
Project Type:	Transit - Capital	AQ Exempt:	Exempt		District:	LaPorte	
County:	St. Joseph	Limits:	Nearest Crossstreet: Grandview Ave. South Bend IN				
Narrative:	This project will fund the engineering and NEPA work associated with the proposed station and track relocation in South Bend,						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2022	FTA 5337 St of Good Repair	\$800,000	\$0	\$0	\$0	\$800,000	
2022	Local Transit Match Fund	\$200,000	\$0	\$0	\$0	\$200,000	
2020-2024 TOTAL		\$1,000,000	\$0	\$0	\$0	\$1,000,000	
ALL YEARS TOTAL		\$1,000,000	\$0	\$0	\$0	\$1,000,000	
Region: Northwestern MPO				Lead Agency: NICTD			

NIR-22-051 (Ver 1) 20-22.06 STATUS **New Project** FEDERAL

Title: PTC Routers **Route:** N/A
Description: Positive Train Control on board railcar system routers.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Various **Limits:** Various Locations
Narrative: Positive Train Control on board railcar system routers.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$0	\$0	\$160,000	\$0	\$160,000
2022	Local Transit Match Fund	\$0	\$0	\$40,000	\$0	\$40,000
2020-2024 TOTAL		\$0	\$0	\$200,000	\$0	\$200,000
ALL YEARS TOTAL		\$0	\$0	\$200,000	\$0	\$200,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-052 (Ver 1) 20-22.06 STATUS **New Project** FEDERAL

Title: IT Consulting **Route:** N/A
Description: This project will utilize consultants to assess the existing systems utilized by NICTD and help to write RFP(s) for the replacement systems for the software systems no longer supported that are utilized by NICTD.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Various **Limits:** Various Locations
Narrative: This project will utilize consultants to assess the existing systems utilized by NICTD and help to write RFP(s) for the replacemer

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$240,000	\$0	\$0	\$0	\$240,000
2022	Local Transit Match Fund	\$60,000	\$0	\$0	\$0	\$60,000
2020-2024 TOTAL		\$300,000	\$0	\$0	\$0	\$300,000
ALL YEARS TOTAL		\$300,000	\$0	\$0	\$0	\$300,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-053 (Ver 1) 20-22.06 STATUS **New Project** **FEDERAL**

Title: Railcar Engineering **Route:** N/A
Description: This project will fund engineering work evaluating the rail cars operational functionality.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Various **Limits:** Various Locations
Narrative: This project will fund engineering work evaluating the rail cars operational functionality.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$80,000	\$0	\$0	\$0	\$80,000
2022	Local Transit Match Fund	\$20,000	\$0	\$0	\$0	\$20,000
2020-2024 TOTAL		\$100,000	\$0	\$0	\$0	\$100,000
ALL YEARS TOTAL		\$100,000	\$0	\$0	\$0	\$100,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-054 (Ver 1) 20-22.06 STATUS **New Project** **FEDERAL**

Title: Radio Equipment **Route:** N/A
Description: This project will fund the purchase of new radio equipment utilized in communications along the rail road.
Project Type: Transit - Capital **AQ Exempt:** Exempt **District:** LaPorte
County: Various **Limits:** Various Locations
Narrative: This project will fund the purchase of new radio equipment utilized in communications along the rail road.

FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL
2022	FTA 5337 St of Good Repair	\$0	\$0	\$200,000	\$0	\$200,000
2022	Local Transit Match Fund	\$0	\$0	\$50,000	\$0	\$50,000
2020-2024 TOTAL		\$0	\$0	\$250,000	\$0	\$250,000
ALL YEARS TOTAL		\$0	\$0	\$250,000	\$0	\$250,000

Region: Northwestern MPO

Lead Agency: NICTD

NIR-22-040		(Ver 2) 20-22.06	STATUS Programmed				FEDERAL
Title:	Transit / Asset Management / 2022 Vehicle Replacements					Route:	N/A
Description:	Vehicle Replacements for the City of LaPorte's transit service: TransPorte. Replacements include three vehicles in 2022 (LP 25, LP 26, LP 27).						
Project Type:	Transit - Capital	AQ Exempt:	Exempt		District:	LaPorte	
County:	Laporte	Limits:	Not Location Specific				
Narrative:	increased funding for 3 buses due to inflation.						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2022	Local Fund	\$0	\$0	\$126,800	\$0	\$126,800	
2022	STBG Mich City Transfer to FTA	\$0	\$0	\$507,200	\$0	\$507,200	
2020-2024 TOTAL		\$0	\$0	\$634,000	\$0	\$634,000	
ALL YEARS TOTAL		\$0	\$0	\$634,000	\$0	\$634,000	
Region: Northwestern MPO				Lead Agency: TransPorte (LaPorte)			

Previously Approved Version							
NIRPC26005C		(Ver 1) 20-05					
Title:	Transit / Asset Management / 2022 Vehicle Replacements					Route:	N/A
Description:	Vehicle Replacements for the City of LaPorte's transit service: TransPorte. Replacements include three vehicles in 2022 (LP 25, LP 26, LP 27).						
Project Type:	Transit - Capital	AQ Exempt:	Exempt		District:	LaPorte	
County:	Laporte	Limits:	Not Location Specific				
Narrative:	New Project - 2019 NOFA						
FED FY	REVENUE SOURCE	PE	RW	CN	CE	TOTAL	
2022	Local Fund	\$0	\$0	\$57,400	\$0	\$57,400	
2022	STBG Mich City Transfer to FTA	\$0	\$0	\$229,600	\$0	\$229,600	
2020-2024 TOTAL		\$0	\$0	\$287,000	\$0	\$287,000	
ALL YEARS TOTAL		\$0	\$0	\$287,000	\$0	\$287,000	
Region: Northwestern MPO				Lead Agency: TransPorte (LaPorte)			

Northwestern MPO TIP SUMMARY BY LEAD AGENCY

	Prior	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond	Total
NICTD	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$0	\$0	\$6,250,000
TransPorte (LaPorte)	\$0	\$0	\$0	\$921,000	\$0	\$0	\$0	\$0	\$921,000
TOTAL	\$0	\$0	\$0	\$7,171,000	\$0	\$0	\$0	\$0	\$7,171,000

Email to the ICG including the following parties was sent 6/10/2022. Concurrence is as follows:

FHWA concurrence given 6/13/2022
 EPA concurrence given 6/14/2022
 IDEM concurrence given 6/14/2022
 INDOT concurrence given 2/14/2022
 FTA concurrence 6/17/2022

FTA's approval is Concurrence by No Response.