

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
 EXECUTIVE BOARD MEETING
 Thursday, June 16, 2016, 9:00 A.M.
 NIRPC Lake Michigan Room
 6100 Southport Road, Portage, IN**

AGENDA

- I. Call to Order and Pledge of Allegiance – Jim Ton, Chair
- II. Presentation – Google eCity Award: Lessons Learned from Winners,
Eric Zosso and Linda Graff, Provito Company
- III. Approval of Minutes of May 19, 2016 Executive Board Meeting Pages 1-5
- IV. Report of the Chair – Jim Ton
- V. Report of the Executive Director – Ty Warner
- VI. Environmental Management Policy Committee – Geof Benson
- VII. Transportation Policy Committee – Dave Decker Pages 6-21
 - a) FY 2017-2018 Unified Planning Work Program Public
Comment Period Report Pages 6
 - b) Resolution 16-21, FY 2017-2018 Unified Planning Work Program Pages 7-12
 - c) Resolution 16-22, Amendment #24 to the FY 2016-2019
Transportation Improvement Program for Transit Pages 13-15
 - d) Resolution 16-23, Amendment #25 to the FY 2016-2019
Transportation Improvement Program for INDOT Pages 16-21
- VIII. Finance & Personnel Committee – Diane Noll Pages 22-37
 - a) Budget Amendment Page 26
 - b) Alternative Fuel CMAQ Agreement Pages 27-37
- IX. INDOT, Rick Powers, La Porte District Director
- X. Other Business
- XI. Public Comment
- XII. Announcements
- XIII. Adjournment

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

NIRPC Full Commission Meeting
NIRPC Office, Lake Michigan Room
6100 Southport Road, Portage, IN
May 19, 2016
Minutes

Chairman Jim Ton called the meeting of the Executive Board to order at 9:10 a.m. with the Pledge of Allegiance.

Commission members present included Geof Benson, Kevin Breitzke, Michael Griffin, Tom McDermott, Blair Milo, Diane Noll, Ed Soliday, Greg Stinson, Jim Ton, Kyle Allen, Jr., Jeannette Bapst, Toni Biancardi, Christine Cid, Jeff Dekker, Bill Emerson, Jr., Will Farrellbegg, Tom Fath, Jeff Good, Sylvia Graham, Richard Hardaway, Jack Jeralds, Justin Kiel, Cary Kirkham, Kathryn Kniola, Rick Ryfa, Tom Schmitt, Dave Shafer, Fred Siminski, Brian Snedecor, George Topoll. Bob Carnahan participated via conference phone.

Guests present included Rick Powers, Justin Mount, Natalie Johnson, Matt Deitchley, Jeff Sheridan, Nathanael Pilla, Christopher Murphy, Deb Backhus, David Wright, Jill Murr, Julia Surber, Nicole Barker, Jim Nowacki, Andrew Steele and Tim Zorn.

Staff present included Ty Warner, Steve Strains, Dave Hollenbeck, Angie Hayes, Kathleen Honl, Kathy Luther, Mitch Barloga, Belinda Petroskey, Gabrielle Biciunas, Scott Weber, Sarah Geinosky, Eman Ibrahim, Stephen Sostaric, James Winters and Mary Thorne.

Presentation: Natalie Johnson, Urban Waters Coordinator at Purdue University, presented on Northwest Indiana's Septic Maintenance and Care. Failing septic systems are causing impaired water quality in the Little Calumet-Galien watershed, with high E. coli levels resulting in beach closures and high bacteria counts. Many systems are over 20 years old. Homeowners must be proactive and informed, have their septic tank inspected, know the proper use of septic systems and become better educated on the use and maintenance of their septic systems. A link to a short survey will be sent to the Commissioners which will help target the areas to focus on for this outreach and education program. For more information go to savedunes.org/septics-awareness/ or epa.gov/septic.

Approval of Minutes: On a motion by Greg Stinson and a second by Kevin Breitzke, the minutes of the April 17, 2016 Executive Board meeting were approved as presented.

Report of the Chair – Jim Ton

- Ty Warner and Heather Ennis were featured in the current issue of NWI Business Magazine.
- The Committee Assignments have been completed and will be shared with the Commissioners after the meeting. Committee member contact information will be shared with the Committee Chairs via email.

Report of the Executive Director – Ty Warner

- Ty Warner introduced Sarah Geinosky who reported on the Marquette Action Plan, which is the implementation phase of the recently updated Marquette Plan. The survey for the public to take

is available until May 31 and can be found at <http://nirpc.org/hot-topics/marquette-action-plan-survey.aspx>.

- The Unified Planning Work Program is a comprehensive document of the work NIRPC engages in, and the draft FY 2017-2018 UPWP document is available on NIRPC's website. It is out for public comment until June 16.
- Ty Warner presented Angie Hayes with a staff award for 10 years of service.

Finance & Personnel Committee:

Diane Noll reported that the committee met this morning and there are three items being brought to the Commission today.

- The Committee recommended the 2016 budget amendment for \$1,000 for additional local funds to be spent on the trail guides project. On a motion by Diane Noll and a second by Geof Benson, the Commission approved the 2016 budget amendment for the trail guides project.
- The Committee recommended Resolution 16-19, the Updated Management Plan for the LaPorte County Revolving Loan Fund. NIRPC is the administrator and depository for the fund. On a motion by Diane Noll and a second by Greg Stinson, the Commission approved Resolution 16-19.
- The Committee recommended approval of the procurement for the I-65 and US 30 corridor study for a *Safety at the Crossroads* safety plan. The recommendation is to issue a solicitation for the procurement of consulting services for the study. On a motion by Diane Noll and a second by Geof Benson, the Commission approved the procurement recommendation.

Environmental Management Policy Committee:

Geof Benson reported that the approved minutes from the joint Environmental Management Policy Committee – Urban Waters Partnership Meeting of April 7 were in the packet.

Transportation Policy Committee:

Kevin Breitzke reported that the Transportation Policy Committee met on May 10th. The Committee heard a presentation from Carl Lisek, South Shore Clean Cities on the Northwest Indiana Green Fleet. A brief presentation by Zach Hurst, ITR Concessions Co, LLC was also made on the progress of the \$200 million 80/90 PUSH project upgrading the Indiana Toll Road from Lake Station to Elkhart.

The following items relate to the I-65 Added Travel Lanes project, which is being recommended today as an amendment to the *2040 Comprehensive Regional Plan*.

- The Public Comment Report on the I-65 Added Travel Lanes project from SR 2 to SR 10 was described by Stephen Sostaric. The comment period ran from March 16 to April 15 with one public meeting in Lowell. Most of the comments were positive; one expressed concerns but caused no significant change in the intent of the project.
- The first action was the approval of Resolution 16-13, the adoption of the Air Quality Conformity Determination for the I-65 Added Travel Lanes project. Scott Weber described the air quality conformity determination between the 2040 Comprehensive Regional Plan as updated and amended, the FY 2016-2019 Transportation Improvement Program and the Indiana State Implementation Plan for Air Quality which concluded that the emissions resulting from the project area at or less than the budgets established in the Maintenance Plan. The Transportation Policy Committee recommended approval at their March 15 meeting of Resolution 16-13. Michael Griffin

motioned to approve the Air Quality Conformity Determination and Greg Stinson seconded the motion. The Commission was reminded that the process was approved for the segment from US 30 to SR 2 and this segment is from SR 2 to SR 10. The emissions are decreasing due to improvements in fuel efficiency. The Commission voted to approve Resolution 16-13, the Air Quality Conformity Determination for the I-65 Added Travel Lanes project from SR 2 to SR 10.

- The second action was the approval of Resolution 16-14, the adoption of the Environmental Justice Analysis for the I-65 Added Travel Lanes project. James Winters described the analysis which concluded that the I-65 added travel lanes project will not negatively affect the environmental justice communities in Northwest Indiana and with some adjustments to policy, risks of suburban sprawl and continued disinvestment of the urban core can be avoided. The Transportation Policy Committee recommended action on Resolution 16-14. On a motion by Geof Benson and a second by Michael Griffin, the Commission voted to approve Resolution 16-14, the Environmental Justice Analysis for the I-65 Added Travel Lanes project.
- The third action was the approval of Resolution 16-15, the Congestion Management Process for the I-65 Added Travel Lanes project. Scott Weber described the Congestion Management Process, which concludes that only the added travel lanes alternative achieves a level of service in 2040 consistent with existing conditions. The Transportation Policy Committee recommended action on Resolution 16-15. In answer to a question from Tom McDermott about the width of the median, Matt Deitchley responded that there was enough room on the shoulders to accommodate those extra lanes and avoid narrowing the median. On a motion by Kevin Breitzke, seconded by Greg Stinson, the Commission voted to approve Resolution 16-15, the Congestion Management Process for the I-65 Added Travel Lanes project.
- The fourth action was the approval of Resolution 16-16, the second amendment to the *2040 Comprehensive Regional Plan Update Companion*. Mitch Barloga described the amendment, which expands an existing project currently listed in the Capacity Expansion Projects published in the Plan, adding the I-65 added travel lanes from US 30 to SR 2. This new segment runs from SR 2 to SR 10. The Transportation Policy Committee recommended action on Resolution 16-16, Amendment #2 to the *2040 Comprehensive Regional Plan Update Companion*. Blair Milo motioned to approve, seconded by Tom McDermott. Responding to questions raised by Geof Benson that the action was contrary to the goals of the *2040 Plan* about sprawl and reinvestment in the urban core, Mitch Barloga said the environmental justice analysis was taken a step further to respond to the concern of sprawl and that there are good smart growth policies in place in Lowell. Tom McDermott agreed with Geof Benson and declared that he would vote against it, though he had seconded the motion. As a point of clarification, Michael Griffin commented that in parliamentary procedure, a second is made to afford discussion of the matter and also to afford an opportunity to vote for or against a matter. The Commission voted to approve Resolution 16-16, the second amendment to the *2040 Comprehensive Regional Plan Update Companion* with 23 affirmative votes and 7 opposing votes.
- The fifth action was the approval of Resolution 16-17, the seventeenth amendment to the FY 2016-2019 Transportation Improvement Program for the I-65 Added Travel Lanes project from SR 2 to SR 10. Stephen Sostaric described the amendment adding the I-65 Added Travel Lane segments to the Transportation Improvement Program. The Transportation Policy Committee recommended action on Resolution 16-17. On a motion by Geof Benson, seconded by Greg Stinson, the Commission voted to approve Resolution 16-17, Amendment 17 to the FY 2016-2019 Transportation Improvement Program for the I-65 Added Travel Lanes project.

- The sixth action was the approval of Resolution 16-18, the twentieth amendment to the FY 2016-2019 Transportation Improvement Program. Stephen Sostaric described the eight INDOT projects found in this amendment. The Transportation Policy Committee recommended action on Resolution 16-18. On a motion by Greg Stinson, seconded by Blair Milo, the Commission voted to approve Resolution 16-18, Amendment 20 to the FY 2016-2019 Transportation Improvement Program.
- The final action was the approval of Resolution 16-20, the twenty-third amendment to the FY 2016-2019 Transportation Improvement Program for 5310 Projects for LaPorte County. Belinda Petroskey described the FTA Section 5310 LaPorte County transit projects for Michiana Resources, LaPorte County Comprehensive Mental Health and Parents and Friends, Inc. for replacement vehicles. The Transportation Policy Committee recommended action on Resolution 16-20, Amendment 23 to the FY 2016-2019 Transportation Improvement Program. On a motion by Blair Milo, seconded by Greg Stinson, the Commission voted to approve Resolution 16-18, Amendment 20 to the FY 2016-2019 Transportation Improvement Program.

The next meeting date of the Transportation Policy Committee is scheduled for Tuesday, June 14th at 9 a.m. at the NIRPC office.

Indiana Department of Transportation:

Rick Powers thanked Representative Ed Soliday for serving Northwest Indiana in transportation. He also reported that the cable barriers are up except for the construction zone areas. Summer work consisting of herbicide applications, pothole repair, bridge maintenance, and culvert work is ongoing. I-94 from Illinois to Michigan is in some state of repair and it was intentionally done all at once. ITR Concessions is also working on the Indiana Toll Road.

Scheduled on May 31 are two one-and-a-half-hour educational sessions to be held at the LaPorte INDOT District offices on local road funding and asset management plans, the first opportunity being at 10:00 a.m. and the second at 1:00 p.m. INDOT will be holding another such meeting opportunity at the Fair Oaks Farms Dairy.

Ed Soliday added that the Times article and editorial on SB 1001 are incorrect. Communities can use four different sources of local match: rebate money from local option income tax (LOIT) withholding, local tax money, wheel tax, or rainy day fund. Communities must have an asset management plan in place. You must furnish the six pieces of data that describes the condition of the road. It must be a local public road. There is \$186 million in match money, with half going to smaller counties. The bill takes another 1.5 cents from gas sales tax to have at least \$100 million in matching money every year from now on. It is a partnership between the state and local governments. In order to be able to draw on the wheel tax in January, a resolution must be passed by June 30. If locals want to wait to pass a resolution in July or August, or not pass it at all, they can draw their first money in 2018. The rough cap is about \$1 million of matching money. The application is one page and priority will be given to preservation and maintenance. The day you sign the contract for the project, a check will be issued.

Any amount over-budgeted will be absorbed by the locals. If you are under budget you can keep the money. The law says you must pass the ordinance before July 1 to draw the money in 2017. The effective date of the change in rate must be after January 1, 2017. The \$1 million cap is per project but bundling may be an option. The contracts will be examined. A call for projects for federal money

is May; the call for projects for this match is June. The level of engineering design will be minimal. A road study is not required, as the emphasis this year is on preservation and maintenance. There is no penalty for not enacting a wheel tax in order to access the funds in 2017. The Commissioners with more questions were again encouraged to attend one of the two meetings at INDOT LaPorte District on May 31 where INDOT will also offer assistance in developing an asset management plan.

Blair Milo commented that the City of LaPorte will leverage every option they can as they need \$17 million for their local roads.

Public Comment on Agenda Items:

- David Wright, GPTC, provided a letter to INDOT asking for an investigation of the standing water on Broadway between 4th and 5th Avenues, water that interferes with the function of one of its major bus stops.
- Jim Nowacki, resident of Gary, also commented on the standing water issue and said he found a piece of geotextile fabric at one of the sewers that was clogged and preventing water from draining.

Announcements:

- Dave Shafer announced that at the National Association of Regional Councils (NARC) conference in Salt Lake City in June, Geof Benson will stand for election as Senior Vice President of NARC. Presuming his successful election, his board position will be vacant and Blair Milo will stand for election as a NARC board member.
- Michael Griffin congratulated both Commissioners. He is Chairman of the Board of the American Red Cross and extended an invitation to their Open House in Merrillville at 781 E. 83rd Avenue today. As he is a volunteer of the Bicentennial Commission Lake County Committee, Michael Griffin is sending a letter to Lake County elected officials with information pertaining to Lake County, as a Bicentennial Legacy Project, displaying the 20-star 1818 US flag.

Hearing no other business, on a motion by Greg Stinson and a second by Tom McDermott, Jim Ton adjourned the meeting at 10:50 a.m.

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

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

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Public Comment Report

FY 2017-2018 Unified Planning Work Program

Northwestern Indiana Regional Planning Commission

June 9, 2016

The draft of the FY 2017-2018 Unified Planning Work Program (UPWP) was released for a 30 day public comment period beginning May 18, 2016. A draft of the document was made available at www.nirpc.org and emailed to stakeholders.

No comments have been received as of the above date. An update will be provided at the NIRPC Commission meeting on June 16, 2016 prior to action on the UPWP.

RESOLUTION 16-21

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ADOPTING THE AMENDMENT OF THE UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEARS 2017 and 2018

June 16, 2016

WHEREAS, the preparation of a Unified Planning Work Program (UPWP) is a necessary and required part of the metropolitan area transportation planning process as specified in 23 CFR 450.314; and by its State statutory authority, the Northwestern Indiana Regional Planning Commission (NIRPC) is charged with planning responsibility in three domains; and

WHEREAS, the work tasks described within NIRPC's UPWP for the three-county northwestern Indiana region are in conjunction with the programs of the Federal Transit Administration, the Federal Highway Administration, the U.S. Environmental Protection Agency, the Indiana Department of Transportation and the Indiana Department of Environmental Management, and significant planning projects in the region by other agencies; and

WHEREAS, this program will be funded through the Federal Highway Administration, the Federal Transit Administration, the U.S. Environmental Protection Agency, foundations, and NIRPC's local funds from each member county;

WHEREAS, the program continues to include planning in each of NIRPC's statutory planning domains of economic development, environmental management and transportation, and transit subgrantee administration, thereby producing another overall agency, unified work program, in addition to planning tasks from elsewhere in the region;

WHEREAS, the work elements contained in the UPWP respond to some of the transportation, air quality, sub-grantee administration, environment, and economic development needs of Northwestern Indiana and are in keeping with federal requirements found in the Clean Air Act Amendments of 1990 and the new Fixing America's Surface Transportation Act (FAST Act) and accompanying guidelines and regulations;

WHEREAS, the FAST Act is the first law enacted in over ten years that provides long-term funding certainty for surface transportation. It maintains current program structures and funding shares between highways and transit.

WHEREAS, NIRPC responded within the UPWP tasks to the FAST Act regulations and guidelines as well as the FHWA and FTA 2016 planning emphasis areas (PEAs);

WHEREAS, the planning emphasis areas for 2016 are: Title VI program management, performance-based planning measures and targets, ladders of opportunity program, and highway safety improvement program (HSIP) funds for safety planning activities and/or identify low cost systemic use of HSIP funds;

WHEREAS, this UPWP was developed through a participatory process, involving the Transportation Policy Committee. Minor changes to the UPWP report may be occurred as needed. Incorporated in the report are NIRPC planning and implementation priorities, budgets, work tasks, and regional significant transportation projects.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission adopts the Fiscal Years 2017-2018 Unified Planning Work Program.

MOREOVER, BE IT FURTHER RESOLVED that the Commission is authorized to enter into such agreements and contracts as may be required with the funding and administrative agencies for the conduct of this program.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission adopts the Fiscal Years 2017-2018 Unified Planning Work Program.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this sixteenth day of June, 2016.

James G. Ton

Chairperson

ATTEST:

Geof R. Benson

Secretary



U.S. Department
of Transportation

Federal Transit Administration Federal Highway Administration
Region V Indiana Division
200 West Adams St., Suite 320 575 N. Pennsylvania St., Rm 254
Chicago, IL 60606-5253 Indianapolis, IN 46204-1576

May 13, 2016

Roy Nunnally, Director
Asset Management Division
Indiana Department of Transportation
100 N Senate Ave. N955
Indianapolis, IN 46204

Dear Mr. Nunnally:

The purpose of this letter is to respond to INDOT's May 7, 2016 request for USDOT approval of the Northwestern Indiana Regional Planning Commission (NIRPC) FY 2017-2018 Unified Planning Work Program (UPWP). Our office has, in cooperation with INDOT, reviewed the document and found it to be in compliance with 23 CFR 420, and it is hereby approved.

This approval does not constitute FHWA & FTA authorization of the associated Federal-aid funds. Please work with INDOT administrative staff to assure the associated funds are authorized prior to the beginning of State FY 2017 (July 1, 2016).

Should you have any questions regarding this eligibility finding, please contact Joyce Newland of FHWA at joyce.newland@dot.gov/(317) 226-5353 or Susan Orona of FTA at susan.orona@dot.gov (312) 353-3888.

Sincerely,

Marisol R. Simón
Regional Administrator
FTA Region V

Sincerely,

Dominique R. Hannon
Acting Division Administrator
FHWA Indiana Division



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N955
Indianapolis, Indiana 46204

PHONE: (317) 232-5476
FAX: (317) 233-0958

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

May 7, 2016

Mr. Richard J. Marquis, Division Administrator
Federal Highway Administration
575 N. Pennsylvania Street, Room 254
Indianapolis, Indiana 46204

Ms. Marisol Simon, Division Administrator
Federal Transit Administration, Region V
200 W. Adams Street, Suite 320
Chicago, Illinois 60606

Attention: Ms. Joyce Newland – Ms. Susan Orona

SUBJECT: FY 2017-2018 Northwestern Indiana Regional Coordinating Council, Unified Planning Work Program

Dear Mr. Marquis & Ms. Marisol:

The Indiana Department of Transportation (INDOT) has completed the review of the new two year (FY 2017-2018) Unified Planning Work Program (UPWP) for the Northwestern Indiana Regional Coordinating Council (NIRPC).

We hereby recommend approval of the document for funding 2017 activities. It should be noted that second year funding will be processed following formal review of distribution levels and any UPWP revisions with execution of a Supplement Grant Agreement for FY 18.

INDOT will commence with the 2017 TIP/STIP Amendments, Grant Agreement and processing of a Purchase Order upon receipt of your approval letter.

Please contact me should have any questions.

Sincerely,

Roy Nunnally, Director
Engineering & Asset Management Division
Indiana Department of Transportation
RN:me

TABLE I: FY 2017 UPWP SUMMARY LIST OF PROJECTS AND BUDGETS

PROGRAM CATEGORY	NIRPC Job #	2017 TOTAL BUDGET	PL / 5303 SHARE	FTA 5307 SHARE	CMAQ SHARE	PENDING/ OTHER	NIRPC SHARE	NOTES
17-100 Administration & Public Participation	2061	566,490	453,192	-	-	-	113,298	Staff Charges + department exp. \$40,500
1 - Planning Management & Administration								
2 - Public Meetings & Communication Tools								
3 - Website/ Social Media Management								
4 - Administration of Transportation Projects								
17-200 Data Management & Analysis	2062	240,580	192,464	-	-	-	48,116	
1- Transportation Data Collection								
2- Planning Data Analysis / Forecasting								
3- GIS Support Services								
17-300 Short Range Planning	2063	339,765	271,812	-	-	-	67,953	
1- UPWP Development & Management								
2- Transportation Improvement Program (TIP) Management								
3- Title VI Program Management								
17-400 Long Range Planning	2064	483,410	386,728	-	-	-	96,682	
1 - Comprehensive Regional Plan / Transportation Regional Plan								
2 - Regional Land Use Planning								
3 - Congestion Management								
4 - Environmental Mitigation Planning								
5 - Safety & Security Planning								
6 - Freight Planning								
7 - Travel Network Modeling								
8 - Air Quality Conformity								
9 - Intelligent Transportation System								
17-500 Transit and Active Transportation	2065	171,760	137,408	-	-	6,250	28,102	Staff Charges + contractual exp. \$31,250
1 - Non-Motorized Transportation Planning								
2 - Transit Planning								
17-600 Other Planning Initiatives/Special Projects	2066	46,729	37,383	-	-	-	9,346	
1 - Sprawl Analysis								
Total PL Funding		\$ 1,848,734	\$ 1,478,987	\$ -	\$ -	\$ -	\$ 363,497	
Safety Planning I-65 & US 30 (HSIP)	2068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Carryover of \$285,000 for Project
Transit - FTA								
2114 - Transit Planning		150,000	-	120,000	-	-	30,000	
2545 - Hobart Transit Feasibility Study		75,000	-	60,000	-	15,000	-	Scheduled to be completed 08.01/16
2546 - Portage Transit Feasibility Study		75,000	-	60,000	-	15,000	-	
2536 - Transit Administration & ADA Review		350,000	-	280,000	-	-	70,000	
Total Transit - FTA Funding		\$ 650,000	\$ -	\$ 520,000	\$ -	\$ 30,000	\$ 100,000	
NIRPC Programs								
2541 - Air Quality Education/ Outreach	2541	-	-	-	-	-	-	Carryover of \$211,000 for Project
2542 - Diesel Retrofit	2542	-	-	-	-	-	-	Carryover of \$242,500 for Project
2067 - Alternative Fuel	2067	50,000	-	-	40,000	10,000	-	Dunes Learning Center
2538 - Deep River Portage Burns Waterway Initiative		55,000	-	-	-	55,000	-	
2539 - Solar Ready in Northwest Indiana		25,000	-	-	-	25,000	-	
2540 - Calumet Land Conservation Partnership		50,000	-	-	-	50,000	-	
1149 - NWI Brownfield Coalition		10,000	-	-	-	10,000	-	
Total NIRPC Programs Funding		\$ 190,000	\$ -	\$ -	\$ 40,000	\$ 150,000	\$ -	
NIRPC Administration - Indirect*								
9600 - General Management		-	-	-	-	-	-	
9600 - Staff & Administration Support		-	-	-	-	-	-	
Total NIRPC Administration - Indirect		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FTA Planning								
Valparaiso Transit Service Marketing Study		100,000	-	80,000	-	20,000	-	
NICTD - TOD Study		375,000	-	300,000	-	75,000	-	
GPTC - Planning Activities		100,000	-	80,000	-	20,000	-	Gary Public Transportation Corporation
Total FTA Planning		\$ 575,000	\$ -	\$ 460,000	\$ -	\$ 115,000	\$ -	
Total 2017 NIRPC Budget		\$ 3,263,734	\$ 1,478,987	\$ 980,000	\$ 40,000	\$ 295,000	\$ 463,497	

* See cost allocation plan

TABLE I: FY 2018 UPWP SUMMARY LIST OF PROJECTS AND BUDGETS

PROGRAM CATEGORY	NIRPC Job #	2018 TOTAL BUDGET	PL / 5303 SHARE	FTA 5307 SHARE	CMAQ SHARE	PENDING/ OTHER	NIRPC SHARE	NOTES
18-100 Administration & Public Participation	2311	520,730	416,584	-	-	-	104,146	Staff Charges + department exp. \$40,500
1 - Planning, Management & Administration								
2 - Public Meetings & Communication Tools								
3 - Website/ Social Media Management								
4 - Administration of Transportation Projects								
18-200 Data Management & Analysis	2312	220,656	176,525	-	-	-	44,131	
1- Transportation Data Collection								
2- Planning Data Analysis / Forecasting								
3- GIS Support Services								
18-300 Short Range Planning	2313	350,325	280,260	-	-	-	70,065	
1- UPWP Development & Management								
2- Transportation Improvement Program (TIP) Management								
3- Title VI Program Management								
18-400 Long Range Planning	2314	570,625	456,500	-	-	-	114,125	
1 - Comprehensive Regional Plan / Transportation Regional Plan								
2 - Regional Land Use Planning								
3 - Congestion Management								
4 - Environmental Mitigation Planning								
5 - Safety & Security Planning								
6 - Freight Planning								
7 - Travel Network Modeling								
8 - Air Quality Conformity								
9 - Intelligent Transportation System								
18-500 Transit and Active Transportation	2315	110,227	88,182	-	-	-	22,045	
1 - Non-Motorized Transportation Planning								
2 - Transit Planning								
18-600 Other Planning Initiatives/Special Projects	2316	50,730	40,584	-	-	-	10,146	
1 - Sprawl Analysis								
Total IPL Funding		\$ 1,823,293	\$ 1,458,635	\$ -	\$ -	\$ -	\$ 364,658	
Transit - FTA								
2115 - Transit Planning		150,000	-	120,000	-	-	30,000	
2536 - Transit Administration & ADA Review		350,000	-	280,000	-	-	70,000	
Total Transit - FTA Funding		\$ 500,000	\$ -	\$ 400,000	\$ -	\$ -	\$ 100,000	
NIRPC Programs								
2548 - Air Quality Education/ Outreach	2548	400,000	-	-	320,000	80,000	-	
2317 - Alternative Fuel	2317	50,000	-	-	40,000	10,000	-	Dunes Learning Center
2538 - Deep River Portage Burns Watway Initiative		55,000	-	-	-	55,000	-	
2539 - Solar Ready in Northwest Indiana		25,000	-	-	-	25,000	-	
2540 - Calumet Land Conservation Partnership		50,000	-	-	-	50,000	-	
1149 - NWI Brownfield Coalition		10,000	-	-	-	10,000	-	
Total NIRPC Programs Funding		\$ 590,000	\$ -	\$ -	\$ 360,000	\$ 230,000	\$ -	
NIRPC Administration - Indirect*								
9600 - General Management		-	-	-	-	-	-	
9600 - Staff & Administration Support		-	-	-	-	-	-	
Total NIRPC Administration - Indirect		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FTA Planning								
Valparaiso Transit Service Marketing Study		100,000	-	80,000	-	20,000	-	City of Valparaiso
GPFC - Planning Activities		100,000	-	80,000	-	20,000	-	Gary Public Transportation Corporation
Total FTA Planning		\$ 200,000	\$ -	\$ 160,000	\$ -	\$ 40,000	\$ -	
Total 2018 NIRPC Budget		\$ 3,113,293	\$ 1,458,635	\$ 560,000	\$ 360,000	\$ 270,000	\$ 464,658	

* See cost allocation plan

RESOLUTION 16-22

**A RESOLUTION OF THE NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION AMENDING THE
FY 2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR
LAKE, PORTER, AND LA PORTE COUNTIES, INDIANA
AMENDMENT NO. 24**

June 16, 2016

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 stakeholder interests; and

WHEREAS, the Commission performs the above activities to satisfy regional requirements under the Fixing American Surface Transportation Act (FAST Act, 2015), as well as other federal, state and local laws mandating transportation planning activities; and

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

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

WHEREAS, the FY 2016-2019 Transportation Improvement Program is developed by the Commission in coordination and cooperation with local elected and appointed highway and

transit officials, special interest and service organizations, including users of public transit, the Indiana Department of Transportation, the Indiana Department of Environmental Management, the U.S. Federal Highway Administration, the U.S. Federal Transit Administration, and the U. S. Environmental Protection Agency; and

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby amends the FY 2016-2019 Transportation Improvement Program by adding and/or modifying the transit project(s) as shown on the attachment to this resolution.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this sixteenth day of June, 2016.

James G. Ton
Chairperson

ATTEST:

Geof R. Benson
Secretary

RESOLUTION 16-23

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AMENDING THE 2016-2019 TRANSPORTATION IMPROVEMENT PROGRAM FOR LAKE, PORTER, AND LAPORTE COUNTIES, INDIANA AMENDMENT NO. 25

June 16, 2016

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

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

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

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

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

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

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

WHEREAS, the changes to the FY 2016-2019 Transportation Improvement Program brought about by this amendment were subjected to public comment in the manner prescribed by the 2014 Public Participation Plan, including preparation of a Public Comment Summary Report; and

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

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

Duly adopted by the Northwestern Indiana Regional Planning Commission this sixteenth day of June, 2016.

James G. Ton
Chairperson

ATTEST:

Geof R. Benson
Secretary

2016-2019 Transportation Improvement Program for Lake, Porter, and LaPorte Counties, Indiana
 Amendment #25 June 2016

New INDOT Projects/Project Phases

DES	Sponsor	Project	Action Requested	Federal		Phase	Year	Funds	
				Funds	Total			Federal	Non-Federal
1600913	INDOT	SR 2 Intersection Improvement (roundabout). At Porter CR 50W (Heavilin Rd)	Add New Phase			PE	2017	\$ 135,740	\$ 27,148
			Add New Phase			RW	2018	\$ 30,000	\$ 6,000
			Add New Phase	State HSIP		UT	2018	\$ 30,000	\$ 6,000
			Add New Phase			CE	2019	\$ 203,000	\$ 40,600
			Add New Phase			CN	2019	\$ 1,493,324	\$ 298,665
Located in unincorporated Porter County.									
1400204	INDOT	US 12 Bridge Deck Replacement (0.51 miles West of US 20). Lift Bridge	Add New Phase	NHPP Non		PE	2017	\$ 139,700	\$ 27,940
			Add New Phase	Interstate		CE	2019	\$ 69,600	\$ 13,740
Located in East Chicago--about 0.55 miles South of SR 912. Cost to complete: \$464,000.									
1600028	INDOT	US 12 HMA Overlay, Preventive Maintenance. From US 20 (Columbus Drive) to SR 912.	Add New Phase	NHPP Non Interstate		PE	2017	\$ 151,000	\$ 30,200
			Add New Phase			CE	2019	\$ 134,900	\$ 26,980
			Add New Phase			CN	2019	\$ 1,494,738	\$ 298,948
Located in East Chicago.									

DES	Sponsor	Project	Action Requested	Federal		Funds				
				Funds	Phase	Year	Total	Federal	Non-Federal	
1593278	INDOT	SR 49 Bridge Deck Overlay. Over Cook Ditch, 4.01 Miles South of SR 8.	Add New Phase	State	PE	2017	\$ 40,000	\$ 32,000	\$ 8,000	
					STBG	CE	2019	\$ 30,000	\$ 24,000	\$ 6,000
						CN	2019	\$ 200,000	\$ 160,000	\$ 40,000
Located in unincorporated Porter County.										
1600351	INDOT	US 30 Bridge Deck Overlay. Over Deep River, 1.96 Miles East of SR 51.	Add New Phase	NHPP	PE	2017	\$ 127,500	\$ 102,000	\$ 25,500	
					Non-Interstate	CE	2019	\$ 170,000	\$ 136,000	\$ 34,000
						CN	2019	\$ 850,000	\$ 680,000	\$ 170,000
Located in unincorporated Lake County just west of the Lake/Porter County Line.										
1593213	INDOT	I-65 Bridge Deck Overlay. 73rd Ave over I-65, 0.94 Miles North of US 30.	Add New Phase	NHPP	PE	2017	\$ 157,000	\$ 141,300	\$ 15,700	
					Interstate	CE	2019	\$ 117,750	\$ 105,975	\$ 11,775
						CN	2019	\$ 864,916	\$ 778,424	\$ 86,492
Located within the Town of Merrillville.										
1600352	INDOT	US 20 Bridge Deck Painting. Over I-90, 3.6 Miles East of SR 39.	Add New Phase	NHPP	PE	2017	\$ 135,000	\$ 108,000	\$ 27,000	
					Non-Interstate	CE	2019	\$ 135,000	\$ 108,000	\$ 27,000
						CN	2019	\$ 1,350,000	\$ 1,080,000	\$ 270,000
Located in unincorporated LaPorte County.										

DES	Sponsor	Project	Action Requested	Federal		Funds		Year	Phase	Funds	Total	Federal	Non-Federal
				Funds	Phase	Total	Total						
1600344	INDOT	US 35 Concrete Pavement Restoration. From SR 2 in City of LaPorte to 0.5 miles North of SR 2.	Add New Phase	NHPP	PE	2017	\$ 60,000	\$ 48,000	\$	12,000			
			Add New Phase	Non-Interstate	CE	2019	\$ 90,000	\$ 72,000	\$	18,000			
			Add New Phase		CN	2019	\$ 604,000	\$ 483,200	\$	120,800			
Approaches & ramps associated with the overpass located just East of the LaPorte County Courthouse.													
1383583	INDOT	SR 49 HMA Functional Overlay. From SR 8 to US 30.	Add New Phase	State	PE	2017	\$ 200,000	\$ 160,000	\$	40,000			
			Add New Phase	STBG	CE	2019	\$ 450,000	\$ 360,000	\$	90,000			
Located in Town of Kouts And unincorporated Porter County. Length: 8.75 miles. Cost to Complete: \$5,633,000.													
1593265	INDOT	US 421 HMA Overlay, Preventive Maintenance. From SR 2 (North Jct) to 0.3 miles South of I-94 (CR 300N).	Add New Phase	NHPP	PE	2017	\$ 156,750	\$ 125,400	\$	31,350			
			Add New Phase	Non-Interstate	CE	2019	\$ 156,750	\$ 125,400	\$	31,350			
			Add New Phase		CN	2019	\$ 1,567,500	\$ 1,254,000	\$	313,500			
Located in unincorporated LaPorte County and the Town of Westville. Length: 6.37 miles.													
1600029	INDOT	US 12 HMA Overlay, Preventive Maintenance. From 1.07 miles West of SR 249 (at Burns Harbor Ditch) to 1.32 miles East of SR 149 (Oak Hill Rd).	Add New Phase	NHPP	PE	2017	\$ 196,000	\$ 156,800	\$	39,200			
			Add New Phase	Non-Interstate	CE	2019	\$ 196,000	\$ 156,800	\$	39,200			
			Add New Phase		CN	2019	\$ 1,960,000	\$ 1,568,000	\$	392,000			
Located in Ogden Dunes, Portage, and Burns Harbor. Length: 3.93 miles.													
1600354	INDOT	SR 149 Pipe Lining. At 1.64 miles South of Jct with US 20.	Add New Phase	NHPP	PE	2017	\$ 30,000	\$ 24,000	\$	6,000			
			Add New Phase	Non-Interstate	CE	2019	\$ 40,000	\$ 32,000	\$	8,000			
			Add New Phase		CN	2019	\$ 200,000	\$ 160,000	\$	40,000			
Located in the City of Portage.													

DES	Sponsor	Project	Action Requested	Federal Funds		Phase	Year	Funds	
				Funds	Total			Federal	Non-Federal
1600350	INDOT	US 30 Pipe Lining. At 2.09 miles East of SR 2 and SR 49 Interchange. (near Porter County Airport)	Add New Phase	NHPP	PE	2017	\$ 30,000	\$ 24,000	\$ 6,000
			Add New Phase	Non	CE	2019	\$ 40,000	\$ 32,000	\$ 8,000
			Add New Phase	Interstate	CN	2019	\$ 200,000	\$ 160,000	\$ 40,000
Located in the City of Valparaiso just East of Industrial Drive.									
1600355	INDOT	US 41 Bridge Painting. Over I-80/94 E/W Ramps, 3.78 Miles South of SR 312.	Add New Phase	NHPP	PE	2017	\$ 100,000	\$ 80,000	\$ 20,000
			Add New Phase	Non	CE	2019	\$ 100,000	\$ 80,000	\$ 20,000
			Add New Phase	Interstate	CN	2019	\$ 1,000,000	\$ 800,000	\$ 200,000
Located in the City of Hammond. Appears to be Calumet Ave interchange.									
1600340	INDOT	US 20 HMA Overlay, Preventive Maintenance. From 0.24 miles West of SR 149 to 0.11 miles East of I-94 (Babcock Rd).	Add New Phase	NHPP	PE	2017	\$ 151,000	\$ 120,800	\$ 30,200
			Add New Phase	Non	CE	2019	\$ 113,000	\$ 90,400	\$ 22,600
			Add New Phase	Interstate	CN	2019	\$ 755,000	\$ 604,000	\$ 151,000
Located in Portage and Burns Harbor. Length: 1.41 miles.									
1600346	INDOT	US 421 HMA Overlay, Preventive Maintenance. From 0.52 miles North of I-94 (Kieffer Rd) to US 20.	Add New Phase	NHPP	PE	2017	\$ 72,000	\$ 57,600	\$ 14,400
			Add New Phase	Non	CE	2019	\$ 97,000	\$ 77,600	\$ 19,400
			Add New Phase	Interstate	CN	2019	\$ 485,000	\$ 388,000	\$ 97,000
Located in Michigan City. Length: 0.99 miles.									

FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda
Thursday
June 16, 2016
8:00 a.m.
NIRPC Office
Portage, Indiana

1. Call to Order
2. Meeting Minutes of May 19, 2016
3. Review of Financial Status
4. Approval of Claims Register
5. FTA Conflict of Interest Draft
6. 2016 Budget Amendment
7. Alternative Fuel CMAQ Agreement
8. Other Business
9. Adjournment

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

Requests for alternate formats please contact Angie Hayes at (219) 763-6060 extension 104 or ahayes@nirpc.org. Individuals with hearing impairments may contact us through the Indiana Relay 711 service by calling 711 or (800) 743-3333.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

FINANCE AND PERSONNEL COMMITTEE

May 19, 2016
NIRPC Offices
Portage, Indiana

Members Present

Geof Benson
Richard Hardaway
Diane Noll - Chair
Greg Stinson

Staff and Others Present

Angie Hayes
Kelly Wenger
Kathleen Honl
David Hollenbeck
George Topoll

Members Absent

John Bayler
Dave Decker
Jeff Dekker
Jim Ton
David Uran

Call to Order

The meeting was called to order at 8:00 a.m. by Diane Noll.

Approval of Minutes

It was noted that the date of the minutes showed as March 18th and needed to be changed to March 17th. Upon a motion by Greg Stinson, seconded by Richard Hardaway, the Committee approved the minutes of the March 17, 2016 meeting with the identified date change.

Review of Financial Status

Angie Hayes presented the financial report. At this time there are no cash issues to report. Angie did highlight the expenditures over 50% for the year and noted that many are either one time payments or are front loaded expenses. The Budget to Actual reports were presented to the Committee. The total expenditures of the General Fund for the period ending April 30, 2016 are at 27.51%.

Approval of Claims Register

Kelly Wenger presented the claims register to the Committee for approval. Upon a motion by Geof Benson, seconded by Greg Stinson, the Committee approved the claims register.

Accrued Time Rounding Policy

Angie Hayes presented to the Committee changes to the vacation policy in the employee handbook. Upon a motion by Greg Stinson, seconded by Richard Hardaway, the Committee approved the changes to the vacation policy.

Accufund Contract Amendment

Angie Hayes presented Amendment 2 for the Accufund Software Agreement to the Committee. With additional hours remaining in the contract, staff would like to extend the completion date of the contract to January 31, 2017 to receive assistance with W-2 preparation and create various reports. Upon a motion by Geof Benson, seconded by Richard Hardaway, the Committee approved the contract amendment.

Vehicle Disposition

Kathleen Honl presented the Committee the listing of vehicles to be disposed of at the June 8th disposition sale. All vehicles have meet useful life per the Federal Transit Administration guidelines and are being disposed of in accordance with those same guidelines. Upon a motion by Geof Benson, seconded by Richard Hardaway, the Committee approved the disposition of the listed vehicles.

2016 Budget Amendment

Angie Hayes presented budget Amendment 3 to the Committee. This is an addition of local funds for the additional work required on the trail guides project. Upon a motion by Geof Benson, seconded by Greg Stinson, the Committee approved the budget amendment for recommendation to the Full Commission.

Resolution 16-19 for RLF Management Plan

Kelly Wenger presented the Resolution for the RLF Management Plan to the Committee. The draft plan was presented to the Committee in September of 2015. There have been minor recommended changes by the Economic Development Administration that were reviewed with the Committee. Upon a motion by Geof Benson, seconded by Richard Hardaway, the Committee approved Resolution 16-19 for recommendation to the Full Commission.

Procurement Recommendation

Angie Hayes presented the procurement recommendation for the Corridor Study – Safety at the Crossroads I-65 and US 30 Safety Planning for the consulting services. This project is 100% funded with Highway Safety Improvement Program funds from the State. Upon a motion by Geof Benson, seconded by Richard Hardaway, the Committee approved the procurement recommendation for recommendation to the Full Commission.

Other Business

Angie Hayes informed the Committee that South Lake County Community Services is once again below the 80% requirement for vehicle maintenance but working towards bringing it back into compliance. Staff will keep the Committee informed.

Adjournment

There being no further business, the meeting adjourned at 8:38 a.m.

PROPOSED 2016 BUDGET AMENDMENT
Additional Funds

Amendment 4: To add new revenue

\$ 10,000 TO:

Purpose: To add new funds to the 2016 budget.
 These are additional local funds to be spent on printing the Greenways & Blueways 2020 Plan.

DETAILED BUDGET LINE	Original	Addition	Amended
Departmental Expenses: Communication Environmental Program:	13,750	10,000	23,750
Revenue: Calumet Land Conservation Partnership	60,000	10,000	70,000

BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND THE INDIANA DUNES ENVIRONMENTAL LEARNING CENTER, INC. FOR PROPANE FUEL.

CFDA Number 20.205

By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and the Indiana Dunes Environmental Learning Center, Inc. hereinafter referred to as the Grantee, the following is hereby mutually agreed to:

1. Components of Agreement:

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

The Commission shall procure the propane fuel and rental of the propane fuel tank on behalf of the Grantee.

2. Description of the Grantee's Obligations and Responsibilities:

Pursuant to the Grantee's desire to participate in the Congestion Mitigation and Air Quality Program Reimbursement Grants funded by the Federal Highway Administration passed through the Indiana Department of Transportation, the Grantee agrees to purchase propane fuel so as to reduce emissions from the Grantee's vehicles. To participate and qualify for the Congestion Mitigation and Air Quality Program reimbursements, the Grantee shall be responsible for the following:

- a. The Grantee shall purchase propane fuel and rent a propane fuel tank that will be installed by the Grantee and the propane fuel provider as procured by the Commission.
- b. The Grantee shall pay the vendor in a timely manner.
- c. So as to receive reimbursement, the Grantee shall provide copies of claims and cancelled checks and such other additional documentation as may be required by the Commission on a quarterly basis.

3. Compensation:

The Grantee shall agree to pay all costs associated with the propane fuel purchases. The Grantee shall then submit copies of claims and cancelled checks and such other documentation as the Commission may require so as to receive reimbursement at the rate at 80% for an amount not to exceed \$100,000 for such costs pursuant to the terms and conditions of the Congestion Mitigation and Air Quality Reimbursement Program and in compliance with the procedures contained in Section 5 of this Agreement.

4. Project Period:

The period of performance for which Congestion Mitigation and Air Quality Program Reimbursement Grant is extended is from July 1, 2016 to June 30, 2018. Any grant proceeds not utilized and/or unclaimed for the propane fuel project may be forfeited by the Grantee.

5. Payment Procedures:

The Commission shall make payment to the Grantee for expenses incurred in conjunction with implementation of this Agreement in the following manner:

A. The Grantee shall submit to the project manager copies of claims, cancelled checks, and work progress reports and such other documentation as the Commission may require at least quarterly.

B. Upon final approval of the Grantee's claims, the Commission shall make payment in the normal course of its processing and payment of claims which will normally occur within thirty (30) days of funds being received from the Indiana Department of Transportation.

C. All invoices shall be mailed to:

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

5. Modification Provisions:

Any modifications to the Agreement shall be made in writing and shall occur upon the acquiescence and approval of both the Commission and the Grantee. The Commission reserves the right to terminate Grantee participation in the Congestion Mitigation and Air Quality Reimbursement Program upon a finding of Grantee noncompliance with the terms and conditions of this Agreement or if funds are no longer available from the State of Indiana or the U.S. Department of Transportation Federal Highway Administration.

The terms and conditions of this agreement shall become binding upon the Commission and the Grantee as of the date first affixed hereon and the acceptance of this Agreement by the Commission and the Grantee evidenced by the execution of the Agreement and the affixing hereto the authorized signatures of the parties.

IN WITNESS WHEREOF, the duly authorized officers of the respective parties hereto have executed this agreement as of this ____ day of _____, 2016.

**NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION**

**INDIANA DUNES ENVIRONMENTAL
LEARNING CENTER, INC.**

By:

By:

Ty Warner

Geof Benson, Executive Director

Date:

Date:

Attest:

Attest:

Angie Hayes

Name/Title Contracting Officer

ARTICLE II. GENERAL PROVISIONS.

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

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

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

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

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

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

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

C. The GRANTEE also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person

who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.6. Compliance with Laws.

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

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

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

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

G. As required by IC §5-22-3-7:

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

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

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

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

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

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

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

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

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

2.7. Debarment and Suspension.

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

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

2.8. Drug-Free Workplace Certification.

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

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

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

the GRANTEE of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

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

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

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

2.16. Non-Discrimination.

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

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

B. The GRANTEE understands that the Commission is a recipient of federal funds. Pursuant to that understanding, the GRANTEE agrees that if the GRANTEE employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the GRANTEE will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The GRANTEE shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may

be regarded as a material breach of Agreement.

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

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

1. Compliance with Regulations: The GRANTEE shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The GRANTEE, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a GRANTEE is in the exclusive possession of another who fails or refuses furnish this information, the GRANTEE shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the GRANTEE under the Agreement until the GRANTEE complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

The GRANTEE, and any sub recipient or SUB-GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The GRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the GRANTEE to carry out these requirements is a material breach of this

Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

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

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