



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

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
EXECUTIVE BOARD MEETING**

September 21, 2023 at 9:00 A.M.

NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Richard Hardaway
- 2.0 New Appointments to the Commission - Attorney Dave Hollenbeck
- 3.0 Roll Call – Candice Eklund
- 4.0 Public Comment on Today's Agenda Items
Members of the audience who have signed up to comment on agenda items will be recognized by the Chair. Time is limited to 3 minutes per commenter.
- 5.0 Approval of the Minutes of the July 20, 2023, Executive Board Meeting (pp. 1-3)
ACTION REQUESTED: Approval
- 6.0 Report of the Chair – Richard Hardaway
- 7.0 Report of the Executive Director - Ty Warner
- 8.0 Finance and Personnel Committee – Wendy Mis (pp. 4-19)
 - 8.1 Marquette Greenway Trail Interlocal Agreement - Michigan City, *Mitch Barloga* (p.6-11)
ACTION REQUESTED: Approval
 - 8.2 Marquette Greenway Trail Interlocal Agreement – City of Gary, *Mitch Barloga* (p.12-20)
ACTION REQUESTED: Approval
- 9.0 Technical Planning Committee - Kevin Breitzke (pp. 21-29)
 - 9.1 Resolution #23-12: [Amendment #1 of the FY 2024 Unified Planning Work Program](#) (UPWP) for Lake, Porter, and LaPorte Counties, *Tom Vander Woude* (p. 24-29)
ACTION REQUESTED: Approval
 - 9.2 Urban Area Boundaries Update, *Grace Benninger*
ACTION REQUESTED: Informational
- 10.0 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 11.0 Other Business
- 12.0 Announcements
- 13.0 Adjournment
The next meeting on October 19 will be an Executive Board meeting.

NIRPC Executive Board Meeting

6100 Southport Road, Portage, IN

July 20, 2023 Minutes

Call to Order

Chairman Richard Hardaway called the meeting to order at 9:05 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 - Taken by Candice Eklund. Though the meeting was intended as a Full Commission meeting, attendance was one Commissioner short of a quorum. A quorum of the Executive Board was present, and the meeting reverted to a meeting of the Executive Board. During roll call, Mary Tanis announced she was removed from NIRPC's Commission on July 19, 2023 by Dyer's Council. Mary left the meeting after her announcement.

Present

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

The 18 Commissioners present at the meeting included Thomas Black (Highland), Robert Carnahan (Cedar Lake), Tim Clayton (Winfield), Don Craft (Porter), Joshleen Denham (Trail Creek), Daina Dumbrys (Michiana Shores), Denise Ebert (Wanatah), Robert Forster (Kouts), Connie Gramarossa (LaPorte County Commissioner), Ellen Hundt (Beverly Shores), Jack Jeralds (Schneider), Jane Jordan (Burns Harbor), Robert LeMay (Long Beach), Edward Morales (Porter Township), Regina Ruddell (Pottawattomie Park), Tom Schmitt (Schererville), Gerald Swets (St. John), Sharon Szwedo (New Chicago), and George Topoll (Union Township). Also present was Adam Parkhouse representing INDOT.

Absent

The 3 Executive Board members absent from the meeting included Kyle Allen (Lake County Commissioner), Tom Dermody (La Porte), and Jim Pressel (Governor Appointee).

The 21 Commissioners absent included Duane Arndt (Kingsford Heights), Jeanette Bapst (Dune Acres), Bill Carroll (Lake Station), Anthony Copeland (East Chicago), Tony Hendricks (LaPorte County Surveyor), Scott Kingan (Ogden Dunes), Peter Land (Crown Point), Tom McDermott (Hammond), Lori Mercer (Westville), Matt Murphy (Valparaiso), Randall Neimeyer (Lake County Council), Duane Parry (Michigan City), David Peeler (Hebron), Jerome Prince (Gary), Barb Regnitz (Porter County Commissioner), Lisa Rosenkranz (La Crosse), Rick Ryfa (Griffith), Brian Snedecor (Hobart), Steve Spebar (Whiting), Red Stone (Porter County Council), and John Yelkich (Lowell).

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

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

Public Comment – There were no public comments.

Approval of Minutes

The minutes of the May 18, 2023, Executive Board meeting were approved on motion by Kevin Breitzke and seconded by Jim Ton.

Report of the Chair – Richard Hardaway

Richard Hardaway reported he went to the National Association of Regional Councils (NARC) annual conference with Ty Warner, Justin Kiel, and George Topoll last month in Detroit, Michigan. He announced Justin Kiel was voted to the Senior Vice President of the NARC Board of Directors and Ty Warner was voted to the NARC Executive Directors Council.

Report of the Executive Director - Ty Warner

Ty Warner further expounded on Richard's report stating he appreciated Richard, Justin, and George participating in the NARC conference. Two of the discussion points at the conference included the continued housing crisis presented by the American Planning Association who focused on housing issues experienced

nationally, and the head of the charging network system for General Motors who presented on electric vehicles charging and their national rollout. Ty noted the work done on Detroit's riverfront and their downtown area, stating the Detroit downtown partnership, riverwalk consortium, and other groups collaborated on these efforts. Ty said the two required documents on today's agenda, that were produced as part of NIRPC's federal obligation, were *NWI 2050+*, NIRPC's long-range plan for the region, and the new 2024-2028 Transportation Improvement Program (TIP). Mr. Warner thanked NIRPC staff for all of their efforts that went into *NWI 2050+*, adding they also had great consultant work provided on the plan. The printed *NWI 2050+* that was distributed at the meeting is also posted on NIRPC's website at <https://nirpc.org/nwi-2050plus/>.

Ty recognized Candice Eklund, Executive Assistant, for her 5 years of service with NIRPC.

Environmental Management Policy Committee (EMPC) – Bill Emerson

Bill Emerson reported there were discussions on the BP Carbon Capture and Storage Investment project at the meeting held on May 4. The next meeting is scheduled for August 3, 2023. At today's meeting, Damian Bilboa, BP Vice President for U.S. Low Carbon Ventures, presented on what BP is doing globally, nationally, and in NWI on this initiative and why they believe it's a catalyst for a large-scale investment in the future. Mr. Bilboa discussed carbon capture and hydrogen providing energy that's affordable, secure, and accessible for our communities and to make sure they have a positive fuel that has environmental and economic impact for the community. He stated Indiana is advantaged in its sub-surface potential for the injection and storage of carbon dioxide (CO2). The investment growth in new sources of energy in carbon capturing and decarbonization is the fastest growing sector in the economy. Globally, hydrogen is the next growth industry and BP expects the scale and market to double by 2030 and quadruple by 2050. BP is currently working to acquire the contractual rights to inject CO2 in Northern Indiana over the next three years and will make the economic decision whether they will move forward on this initiative. For additional information, visit [Climate - NIRPC](#) on NIRPC's website.

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

Wendy Mis reported the F&P Committee met this morning to review financial reports, bank reconciliations, and claim registers for May and June 2023. The F&P Committee reviewed and amended the 2023 budget to add additional revenue for the expenses to the Marquette Greenway project as a non-for-profit transportation feasibility study. The F&P Committee brought the one action item below to the Executive Board with a favorable recommendation. The next F&P meeting is scheduled for September 21 at 8:00 a.m.

- Drive Clean Indiana (DCI) 2023 (SFY 2024) Contract: Kathy Luther presented this annual contract with DCI. This contract will fund a Congestion Mitigation and Air Quality (CMAQ) education program, Green Fleets services, as well as technical support to those who operate fleets. They will also provide a pre-inventory to identify ways to save money, invest in newer technology, and assist in preparing grants. On motion by Jim Ton and seconded by Justin Kiel, the Executive Board approved the DCI contract.

Technical Planning Committee (TPC) - Kevin Breitzke

Kevin Breitzke reported the TPC met on July 11, 2023. The TPC brought the three action items below for consideration with a favorable recommendation. The next TPC meeting is scheduled for September 12, 2023.

1. Resolution #23-11: FY 2022-2026 Transportation Improvement Program (TIP) Amendment #22-10. Charles Bradsky reported there was one question submitted during the 21-day public comment period asking if the Local TRAX project in Hammond was included in this amendment. The project is not included in this amendment and NIRPC forwarded the email to a representative in Hammond to follow up with the commenter. There were no comments received from the Interagency Governmental Agency. On motion by Wendy Mis and seconded by Justin Kiel, the Executive Board approved Resolution #23-11.
2. Resolution #23-10: *NWI 2050+* Long Range Metropolitan Transportation Plan. Tom Vander Woude provided a summary of the 30-day public comment report. The draft plan was made available on NIRPC's website, and four public meetings were held to solicit comments and feedback. NIRPC received four comments and they were addressed in the text included in the final draft being presented today. *NWI 2050+* is Northwest Indiana's Metropolitan Transportation plan that is required to be updated every four years. The plan is one of the core planning documents that is required by the United States Department of Transportation (USDOT) for NIRPC as a Metropolitan Planning Organization (MPO) and is the foundational document for work at NIRPC. This plan carries forward some of the focus areas of the prior plan, *NWI 2050*, and this updated plan continues the idea of Connected, Renewed, United, and Vibrant. It also addresses the new Infrastructure Investment and Jobs Act (IIJA) legislation for transportation legislation and includes an updated section on Resiliency, Housing, and Carbon

Reduction. Since a detailed presentation of *NWI 2050+* was given at a previous meeting, Tom provided a brief overview of the history of the project, the development of the plan, and provided a brief description of each of the seven chapters: Land Use, Active Transportation, Roadways, Climate & the Environment, Transit, and Freight. Once the plan is adopted, implementation can begin over the next few years. On motion by Jim Ton and seconded by Justin Kiel, the Executive Board approved Resolution #23-10.

3. Resolution #23-05: FY 2024-2028 TIP, *Invest NWI 2024-2028*. Charles Bradsky stated there were no public comments received during the 21-day public comment period or during the open houses that were held concurrently with *NWI 2050+*. The draft TIP was made available on NIRPCs website and other social media platforms. There were two comments received from the FHWA regarding a slight deficit reported that was corrected and a request to provide a more descriptive explanation of the money NIRPC loaned to another MPO to be paid back in a future year. The TIP is updated every four years and is federally mandated by the FHWA. INDOT and the USDOT have reviewed NIRPCs proposed TIP and are awaiting the new air quality conformity information that will be implemented by NIRPC. On motion by Jim Ton and seconded by Bill Emerson, the Executive Board approved Resolution #23-05.

NIRPC Economic Development District Report – Denarie Kane

Ms. Kane reported there has been ongoing work associated with new federal grant opportunities. An Expression of Interest was submitted in June for an Economic Recovery Corps Fellow to assist with brownfield data collection. In addition, research is being done on the EDA's new Recompete grant which helps reduce prime age unemployment in eligible communities. She stated that her outreach to communities regarding traditional EDA funds and competitive applications is continuing, as are discussions with partner organizations regarding action items in the Economic Recovery & Resilience Plan. She asked for help in the mapping of digital inclusion assets and said information will be on NIRPC's social media later today. This map is part of the state's new Digital Equity Plan being developed by Purdue's Center for Regional Development.

INDOT – Adam Parkhouse

Adam Parkhouse was unable to provide an INDOT report before he needed to leave the meeting.

Other Business

No other business was reported.

Announcements

Commissioners relayed announcements of various events in their communities.

Kathy Luther thanked the leadership from many of the communities who reported NIRPC was undertaking regional climate planning. The Climate Leadership Summit on September 8 will be held at Indiana University Northwest.

Adjournment

Hearing no other business, Richard Hardaway adjourned the meeting at 10:31 am. The next meeting on September 21, 2023, will be an Executive Board meeting.

The livestream video recording of this meeting is available on NIRPC's YouTube Channel at [Commission Meeting 7-20-23 - YouTube](#)

NORTHWESTERN INDIANA REGIONAL PLANNING
COMMISSION FINANCE AND PERSONNEL COMMITTEE
May 18, 2023 / NIRPC Dune Room – 8:00 a.m.

Members present

Bob Carnahan, Don Craft, Wendy Mis, George Topoll

Staff and others present

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

Call to Order

Chairperson Mis called the meeting to order at 8:00 a.m. with the Pledge of Allegiance.

Approval of Minutes

Due to lack of quorum, the approval of the minute's agenda item was postponed. When quorum was reached, the minutes of the April 20, 2023 meeting were presented. On motion by Bob Carnahan, second by Don Clark and no opposition, the minutes were approved.

Review of Financial Status – December 2022 Budget vs Actual

Talaya Jones presented the December 2022 general fund financial reports. Total expenditures for January 1 through December 31, 2022, were \$6,934,508 of the \$9,201,349 budgeted. Talaya noted that all categories were spent within budget, but monies for the Utilities line item and Furniture and Equipment line item were being rolled over into 2023. Total general fund revenue for the period was \$3,189,829 of the \$4,311,106 budgeted. Talaya noted that the state agency contracts for NWI 2050+ weren't ready and could not be drawn down so payouts were rolled over into 2023. Also noted was that there had been barriers in creating loans for CARES funding and the Federal Agencies funding was under collected due to lack of a full-time employee.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports for January 1 through December 31, 2022. Total NIRPC CARES fund expenditures for the period ending December 31, 2022, was \$266,169 of the \$1,153,515 budgeted. Talaya noted that the CARES Revolving Loan Fund was well under budget due to federal funding not being able to be loaned out. Total CARES revenue collected for the period was \$373,863 of the \$1,352,229 budgeted. Talaya explained that the EDD RLF Revenue line item was under collected because of the inability to loan out money. She also explained that FTA Revenue under CARES Transit Capital was under collected because of bus back orders due to supply issues.

Review of Financial Status – April 2023 Budget vs Actual

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

Talaya presented the April 2023 general fund financial reports. Total expenditures for the period ending April 30, 2023, were \$1,875,941 of the \$15,899,219 budgeted. It was explained that NIRPC has still not received lease or utility invoices despite many requests. The accounting staff has photocopied prior lease invoices to use for payment, but complexities for utility amounts due to the different building tenants, utility invoices with breakdowns are needed to remit payment. One of the lease renewal requests is to consider the 2022 utilities a "gift" because NIRPC cannot keep carrying over money from year to year. Talaya noted that the \$0 amount expended for Copier Leasing and Computer Service Maintenance was due to issues from 2022 still be worked through. Total general fund revenue for the period was \$32,669 of the \$4,164,925 budgeted. Talaya noted that grant revenue is typically collected quarterly.

Talaya presented the Coronavirus Aid, Relief and Economic Securities (CARES) Act financial reports, year to date April 2023. Total NIRPC CARES fund expenditures for the period ending April 30, 2023, was \$10,904 of the \$162,250 budgeted. Talay reported that new computers will be ordered later this year. Total CARES revenue collected for the period was \$10,330 of the \$150,368 budgeted.

Approval of Claims Registers – April 2023

Talaya presented the April 2023 General Fund claims register totaling \$294,439.15 to the Committee for approval. On motion by Bob Carnahan, second by George Topoll and no opposition, the General Fund register of claims in the amount of \$294,439.15 was approved. The CARES Act register of claims totaling \$1,534.00 was presented for approval. On motion by Don Craft, second by Bob Carnahan and no opposition, the CARES Act register of claims in the amount of \$1,534.00 was approved.

NIRPC Resolution 23-08 Authorizing the submittal of the EDA FY 2023 Partnership Planning Grant Application to Administer the Economic Development District

Denarie Kane presented resolution 23-08 and explained that the Economic Development Administration (EDA) requires a resolution every year when NIRPC applies for the Economic Development Administration Planning grant. The EDA provides \$70,000 and NIRPC supplies the \$70,000 local match from the County collections. On motion by George Topoll, second by Don Craft and no opposition, forwarding NIRPC Resolution 23-08 to the NIRPC Executive Board with a recommendation for approval was approved.

NIRPC Resolution 23-09 Authorizing the execution of a grant agreement with the U.S. DOT and INDOT under the FY 2021 RAISE Grant Program for the Marquette Greenway Project

The Indiana Department of Transportation (INDOT) has agreed to serve as the pass-through for the RAISE Grant federal funds for the Marquette Greenway Project. NIRPC was originally to be the direct recipient, but Resolution 23-09 authorizes NIRPC Executive Director Ty warner, or his successor, to execute an agreement with the U.S.DOT and INDOT to designate INDOT as the recipient of the RAISE Grant and NIRPC as the First Tier subrecipient to carry out the project with the Recipient's assistance and oversight. On motion by George Topoll, second by Don Craft and no opposition, forwarding NIRPC Resolution 23-09 to the NIRPC Executive Board with a recommendation for approval was approved.

NIRPC Building Lease

Ty solidified the list of NIRPC needs and wants for a lease renewal and Ty and Dave met to discuss. Dave made preliminary contact with Portage's representative, Bill Rathjen from McColly Real Estate. Dave and Ty will try to sit down with Bill regarding the conditions and changes for a lease renewal to be effective January 2, 2024.

Personnel updates

NIRPC no longer has any job postings. Ty noted that the Transit Compliance Officer position responsibilities originally posted for will be rolled into the Transportation Programming & Grant Assistant position.

Other Business

None

Adjournment

There being no further business, the meeting was adjourned at 8:36 a.m.

FILED
AUG 18 2023

GALE A. NEULIEB
CITY CLERK
CITY OF MICHIGAN CITY

INTERLOCAL COOPERATION AGREEMENT

**BETWEEN THE CITY OF MICHIGAN CITY AND NORTHWEST INDIANA
REGIONAL PLANNING COMMISSION FOR THE CONSTRUCTION OF THE
MARQUETTE GREENWAY TRAIL**

WHEREAS, the Interlocal Cooperation Act (I.C. 36-1-7-1, et seq.) allows local government entities to enter into interlocal cooperation agreements for their mutual benefit; and

WHEREAS, the City of Michigan City, Indiana (“CITY”) and the Northwestern Indiana Regional Planning Commission (“NIRPC”) are Indiana political subdivisions authorized by the Interlocal Cooperation Act to enter into an interlocal cooperation agreement; and

WHEREAS, NIRPC has been awarded a federal RAISE¹ grant for the construction of the Marquette Greenway Trail through Gary, Portage, Michigan City (“CITY”) in Indiana, and New Buffalo Township in Michigan (all four (4) municipalities shall hereinafter collectively be referred to as “participating entities”), and each participating entity will be required to submit a local match for their respective portion of the trail extending through their jurisdiction; and

WHEREAS, the CITY and NIRPC now desire to enter into an interlocal agreement for the construction services for the Marquette Greenway Trail (“the Project”) through the CITY as well as define the nature and extent of the CITY’s local match for the project; and

WHEREAS, NIRPC anticipates entering into substantial similar interlocal cooperation agreements with Gary, Portage, and New Buffalo Township for the Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the City and NIRPC hereby agree as follows:

1. **INCORPORATION OF WHEREAS SECTIONS.** The aforementioned “Whereas” sections are incorporated herein as if fully set forth herein.
2. **DURATION.** Pursuant to I.C. 36-1-7-2, each party to this Agreement must pass an ordinance or resolution approving this Agreement. After each party passes an ordinance or resolution approving this Agreement, pursuant to I.C. 36-1-7-6, before this Agreement takes effect, it must be recorded with the LaPorte County Recorder. Thus, the date this Agreement takes effect will be the date this Agreement is recorded with the LaPorte County Recorder’s Office.

This Agreement shall terminate on **September 30, 2029** or upon completion of the Project in the City and in the municipal boundaries of the participating entities, whichever is earlier. This Agreement is renewable thereafter by agreement of the parties as evidenced by passage of similar ordinance or resolution.

3. **PURPOSE.** The purpose of this Agreement is to establish the duties and responsibilities of each of the parties herein for the construction, construction inspection, and the financing of the Project.

¹ For more information on RAISE grant see <https://www.transportation.gov/RAISEgrants/about>.

Exhibit "A"

4. **PROJECT DEFINED:**

NIRPC has applied for and been awarded federal grant monies through the RAISE grant for the construction of 10 miles of the Marquette Greenway Trail through Gary, Portage, Michigan City, in Indiana, and New Buffalo Township in Michigan. Of the 10 miles, approximately 3.8 miles of the trail will be complete in Michigan City. A local match is required from Michigan City as well as the other participating entities toward the grant. NIRPC will serve as the lead agency responsible for all grant administration and construction of the Project.

5. **PROJECT FUNDING ESTIMATES & CITY’S LOCAL SHARE.**

A. The total cost of the Project to be completed within the jurisdiction of all participating entities is anticipated to be \$26,064,641.00. With respect to the CITY, the total cost of the Project is estimated to be \$6,513,738.00. NIRPC has applied for and been awarded \$17,799,282.00 in federal grant funding from the RAISE grant for the Project. With respect to the CITY, it is anticipated that \$4,413,738.00 of the federal grant monies will be applied to the construction of the Project. A local match, which is an estimated amount, is required by each of the participating entities. The CITY’s local match is anticipated to be \$1,557,231.00. (See Table 1 below).

Table 1

Entity	TOTAL Project	RAISE Funds	Other Fed Funds	READI Funds	LOCAL Funds	% LOCAL
Gary	\$12,961,941	\$8,851,365	\$682,000	\$1,052,400	\$2,376,176	18.33%
Portage	\$5,314,400	\$3,558,117		\$426,831	\$1,329,452	25.02%
Michigan City	\$6,513,738	\$4,413,738		\$542,769	\$1,557,231	23.91%
New Buffalo Township	\$1,274,562	\$976,062			\$298,500	23.42%
Total	\$26,064,641	\$17,799,282	\$682,000	\$2,022,000	\$5,561,359	

B. The CITY shall contribute an estimated local match to NIRPC in the amount of \$1,557,231.00.

The CITY’s local match is a good faith estimate of construction and inspection expenses for the Project. The CITY’s local match may increase or decrease depending on the final cost of the Project. In addition, the City’s local match may possibly decrease should a participating entity decide not to participate in an Interlocal Agreement with NIRPC and deposit their respective local match.

Based on the estimate created for the CITY, the CITY shall provide their estimated local match to NIRPC as follows:

Phase	FFY 2023	FFY 2024
Construction (CN) (Including 15% Contingency) & Construction Engineering (CE)	\$654,037.02	\$903,193.98
*ESTIMATED TOTAL	\$654,037.02	\$903,193.98

The City's local match for FFY 2023 shall be remitted to NIRPC no later than October 1, 2023. The City's local match for FFY 2024 shall be remitted to NIRPC no later than June 1, 2024.

- C. If bids for the Project are higher than the estimated project cost for the CITY, NIRPC will submit a written request to City requesting permission from City to accept the higher estimated project cost before accepting bid. Subject to funding, the CITY may grant or deny approval. If the CITY denies approval, then this Agreement may terminate and any local match submitted by CITY shall be refunded to CITY.
- D. All change orders for the Project with the jurisdiction of the CITY must be pre-approved by the City.
- E. Following the conclusion of the Project, in the event that the cost for the Project within the municipal boundaries of the CITY is less than the anticipated estimate used to determine the local match for the CITY, NIRPC will refund the CITY their respective share of savings within sixty (60) days of completion of the Project. However, in the event that the cost for the Project within the municipal boundaries of the CITY is more than the anticipated estimates used to determine the local match for the CITY, NIRPC will invoice the CITY their respective share of additional costs. The CITY shall remit payment of the invoice within sixty (60) days.

6. **LEAD AGENCY.** At all times, NIRPC shall serve as the lead agency for this Project.

As the lead agency, NIRPC shall be responsible for the following:

- A. Complying with any and all federal grant requirements.
- B. Collecting local matching shares from the CITY and each participating entity.
- C. Maintaining a separate financial account for the Project and detailed financial accounting for the Project.
- D. Receiving, disbursing, and accounting for all monies for the Project.
- E. Distributing monthly accounting reports of the Project to the City.
- F. Constructing and inspecting the Project and hire qualified engineers and contractors to construct and inspect the Project.
- G. Providing administration and supervision over general construction services related to the Project. NIRPC will carry-out administration and supervision over general construction services of the Project on behalf of the CITY.
- H. Complying with any and all federal/state procurement and purchasing laws applicable to the Project.
- I. Adhering to and complying with all applicable laws governing its action when acting as a Metropolitan Planning Organization and Council of Governments.
- J. Conducting monthly project status meetings with the participating entities.
- K. Submitting any and all change orders for the Project to the CITY to the care of Shannon Eason, Assistant Superintendent for the Michigan City Park Department.
- L. Providing grant administration and management services and also coordinating support to all the participating entities as needed.
- M. Serving as the Local Public Agency (LPA) for any agreements between NIRPC and the Federal Highway Administration for the purposes of carrying out this Agreement.

7. **RESPONSIBILITIES OF CITY.** For purposes of this Agreement, the CITY will:
- A. Submit the City's local match as outlined by this Agreement.
 - B. Timely reviewing and providing feedback on the construction and inspection of the Project as the same may be requested from time to time by NIRPC.
 - C. Participate in monthly project status meetings with NIRPC and the participating entities.
 - D. Timely review any change orders for the Project. All change orders will be submitted to the Assistant Superintendent for the Michigan City Park Department, who will be responsible for reviewing the same with the Mayor. The Mayor will promptly issue either an approval or denial of the change order.
 - E. Upon satisfactory completion and acceptance of the Project, those improvements of public way and other infrastructure improved or installed within the CITY shall become property of the CITY.
8. **TERMINATION OF AGREEMENT.** If NIRPC should forfeit, terminate or otherwise forgo funding and participating in the RAISE grant for this Project, this Agreement shall terminate instanter, and any monies that NIRPC may be holding from CITY as CITY'S local match to the PROJECT shall be returned to the CITY within thirty (30) days of termination.
9. **ENTITY AUTHORIZATION.** The undersigned person or persons executing this Agreement on behalf of CITY and NIRPC represent and certify that they are duly elected or appointed officers or representatives and are fully authorized and empowered to execute and deliver this Agreement.
10. **COUNTERPARTS.** This Agreement may be executed in counterparts and each of the said counterparts shall be considered an original.
11. **INDEMNIFICATION.** Each party to this Agreement agrees to indemnify and hold the other party and each of their elected and appointed officers and employees harmless from any and all claims or demands on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, or expenses caused by or arising from their respective negligent or otherwise wrongful act or omission in the performance of this Agreement, whether the alleged negligence or malfeasance is claimed to be wholly or partially the basis of any tort claim or other claim covered by this Agreement.
12. **ASSIGNMENT OF RIGHTS.** No party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement.
13. **AMENDMENT.** The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all parties.
14. **FORCE MAJEURE.** Except as otherwise provided in this Agreement, CITY and/or NIRPC shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international, whether federal, state or local, or the international equivalent thereof), failure due

to technical difficulties, or any other cause of any nature whatsoever beyond the control of the CITY and/or NIRPC which was not avoidable in the exercise of reasonable care and foresight.

15. **NOTICES.** Any and all notices, offers, acceptances, requests, certifications, and consents provided for in this Agreement shall be in writing and shall be given and be deemed to have been given when personally delivered against a signed receipt or mailed by registered or certified mail, return receipt requested, to the last address which the addressee has given to the other parties. The address of each party is set forth in this section, and each party agrees to notify the other parties of any change of address.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
6100 Southport Road
Portage, Indiana 46368

CITY OF MICHIGAN CITY, INDIANA
100 East Michigan Boulevard
Michigan City, Indiana 46360
Attn: Mayor

-(with a copy of Notice provided to:)
City of Michigan City, Indiana
100 E. Michigan Boulevard
Michigan City, Indiana 46360
Attn: Corporation Counsel

16. **CAPTIONS.** The captions and section designations set forth herein are for convenience only and shall not have substantive meaning.
17. **SEVERABILITY.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held invalid by a final order of a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the same shall remain in full force and effect.
18. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire understanding between the parties herein and supersedes all other negotiations, discussions, representations, or agreements, whether written or verbal, relating to this Agreement.
19. **LAPORTE COUNTY RECORDER'S OFFICE & STATE BOARD OF ACCOUNTS:**
Upon execution of this Agreement by both parties, the Michigan City Clerk is directed to record this Agreement with the LaPorte County Recorder's Office and, thereafter, forward copies of said recorded document(s) to NIRPC. In addition, pursuant to I.C. 36-1-7-6, each party acknowledges that not later than sixty (60) days after this Agreement takes effect, this Agreement must be filed with the State Board of Accounts for audit purposes.
20. **PUBLIC ACTION:** It is expressly acknowledged and stated that this Agreement is executed and entered into by CITY and NIRPC after action at a duly advertised public meeting of the following:

- A. Common Council of the City of Michigan City, La Porte County, Indiana, a Municipal Corporation, on the 5th day of September, 2023, by vote of 8 in favor and 0 against, and whereby the Members of the City Council, Mayor, and City Clerk, respectively, were directed to execute and attest same, and deliver the Agreement herein.

- B. Northwest Indiana Regional Planning Commission on the ____ day of _____, 20____, by vote of ____ in favor and ____ against, and whereby the Members of NIRPC, respectively, were directed to execute and attest same, and deliver the Agreement herein.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

By: _____
 Richard Hardaway, Chairperson
 Northwest Indiana Regional Planning Commission

Date: _____

Attest:

 Sue Lynch, Secretary
 Northwest Indiana Regional Planning Commission

By: Duane Parry
 Duane Parry, Mayor
 City of Michigan City, Indiana

Date: 9/7/23

Attest:

 Gale Neulieb, City Clerk
 Michigan City, Indiana

**INTERLOCAL COOPERATION AGREEMENT FOR THE
PURCHASE AND UTILIZATION OF DESIGN,
ENGINEERING, RIGHT-OF-WAY, AND CONSTRUCTION
SERVICES FOR MUTUAL BENEFIT CONNECTED WITH THE
CONSTRUCTION OF THE MARQUETTE GREENWAY**

Whereas, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of their powers by enabling them to mutually purchase and utilize equipment, supplies and services for the mutual benefit of each other; and

Whereas, The City of Gary, by its Redevelopment Commission and Board of Public Works and Safety organized pursuant IC 36-7-14.5 and IC 36-9-6, and the Northwestern Indiana Regional Planning Commission (NIRPC) are political subdivisions empowered by the aforesaid Interlocal Cooperation act, as amended with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

Whereas, The City of Gary, by its Redevelopment Commission and Board of Public Works and Safety, organized pursuant IC 36-7-14.5 and IC 36-9-6, and the Northwestern Indiana Regional Planning Commission (NIRPC) all as participating entities now desire to enter into an agreement constructed pursuant to IC. 36-1-7-1, et seq., to provide for the ability to provide design, engineering, right-of-way and construction services for the mutual benefit of the participating entities, and at a shared cost.

Now Therefore, in consideration of the mutual terms, covenants, and conditions set forth herein, The City of Gary, by its Redevelopment Commission and Board of Public Works and Safety and the Northwestern Indiana Regional Planning Commission (NIRPC), hereby agree as follows:

Section 1. DURATION. The duration of this agreement shall be from September 22, 2023 through September 30, 2029, provided said agreement is adopted by Resolution by each of the governing boards of the relevant aforesaid political subdivisions as participating entities, prior to that

date, or up to and including December 31, 2029, and may be renewable each calendar year thereafter by agreement of the parties, evidenced by passage of similar resolutions, should the purposes of this agreement or Section 7 herein require it .

Section 2. PURPOSE. The purpose of this agreement is to authorize and allow the NIRPC as governed by its Commission and Executive Board to engage in design, engineering, right-of-way acquisition and construction activities –serving as the Local Participating Agency (LPA) -- on behalf of the other participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Federal aid multi-use trail project involving the design of, purchasing right-of-way, and the construction of the remaining segments of the Marquette Greenway. The Marquette Greenway is a proposed three-state multi-use non-motorized paved trail stretching from Chicago, IL to New Buffalo, MI, totaling an approximate length of 60 miles near the southern Lake Michigan shoreline. The project was awarded a federal grant to complete approximately 10 miles of trail in Gary, Portage, and Michigan City, IN, and New Buffalo, MI, with NIRPC serving as a recipient of these federal funds and thus responsible for collecting local match funds for these municipalities toward the completion of these project segments.

Section 3. ADMINISTRATION and AUTHORITY DELEGATION: ESTABLISHMENT OF THE ENHANCED ENTITY. This agreement shall be administered through a “separate legal entity” to be styled as the *Enhanced Entity*, which is hereby established. It shall be comprised of NIRPC which shall be deemed to be a separate legal entity, all pursuant to IC 36-1-7-3(a)(5)(A). The *Enhanced Entity* shall be NIRPC for any agreements between the entity and the Federal Highway Administration for the purposes of carrying out the purposes of this agreement. The establishment and the powers of the enhanced entity shall be as follows:

(A) All parties approving the agreement also hereby consent to and hereby appoint NIRPC to be the governing body of the *Enhanced Entity*. The powers of the Enhanced Entity, as a separate legal entity, shall be exercised by the Commission and shall be construed to include all powers directly granted

it under those powers permitted under IC. 36-1-7-2 and only those powers exercisable by the participating entities individually and outlined in IC 36-7-14.5 and IC 36-9-6, deemed necessary to carry-out the multi-use trail project described in section 2 of this agreement.

(B) Change orders will be provided for review and concurrence by all participating entities. By adoption and approval of this agreement, all the participating entities have consented to make review and concurrence a ministerial task to be undertaken by a person or officer each will respectively authorize and, once chosen, will be empowered to evidence review and concurrence on behalf of the respective participating entity by letter transmitted to the governing body of the *Enhanced Entity*. The Enhanced Entity through its governing board, NIRPC, will finally approve all change orders and its proper officers will evidence approval by their signatures.

Section 4. ENHANCED ENTITY, FINANCIAL MANAGEMENT AND FISCAL OFFICER. This agreement hereby delegates to the Chief Financial Officer (CFO) of NIRPC, the duty to receive, disburse, and account for all moneys of this undertaking pursuant to the terms of this agreement. The CFO shall perform all usual duties associated with the office and as required by law and shall act as the fiscal officer of the *Enhanced Entity*.

Section 5. TERMS. In consideration of the mutual promises contained herein, it is further agreed as follows:

(A) NIRPC, by its Commission, agrees and shall serve as an enhanced entity on behalf of the City of Gary. It shall provide administration and supervision over general construction services related to the multi-use trail construction project described herein. As for those portions of the project related to public way construction and surfacing, and all other installation, the enhanced entity will carry-out administration and supervision over general construction services on behalf of the City of Gary, according to specifications outlined in the project specifications as drafted and duly approved for the multi-use trail construction project described herein;

(B) The City of Gary, through its Redevelopment Commission, agrees and shall contribute an estimated amount of Two Million, Three Hundred Seventy-Six Thousand, One Hundred Seventy-Six dollars (\$2,376,176.00) to NIRPC acting as an enhanced entity, to be deposited in NIRPC’s Marquette Greenway project fund, to be payable upon terms as the enhanced entity may direct (PE due 6-1-24; ROW due 6-1-24; 50% of CN & CE due 6-1-25 and 50% of CN & CE due on 6-1-26). Failure to meet these deadlines will jeopardize this project for everyone. However, if timing of construction of Gary’s section of the Marquette Greenway (Bridge St. to Cline Ave.) is delayed beyond FFY 2025, the City of Gary Redevelopment Commission reserves the right to negotiate new due dates for CN and CE. This amount represents the LOCAL SHARE of the project’s overall cost for each phase of the entire project in Gary;

(C) The City of Gary shall reimburse NIRPC for services due in each year of the project’s lifetime. These expected payments are based on good faith estimates for each phase of the project, which may include design, engineering, right of way acquisition, construction and construction engineering services. It is expected that as final pricing is secured the amounts may need to be increased and additional funds will be required. In the alternative, if prices are less than anticipated, there could be refunds issued. Based on the estimate created for the City of Gary, here are the expected payments to NIRPC for services provided:

Phase	FFY 2024	FFY 2025	FFY 2026
Preliminary Engineering (PE)	\$180,000.00	\$0.00	\$0.00
Right-of-Way (ROW)	\$20,000.00	\$0.00	\$0.00
Construction (CN) (Including 15% Contingency) & Construction Engineering (CE)	\$0.00	\$1,088,088.00	\$1,088,088.00
*ESTIMATED TOTAL	\$200,000.00	\$1,088,088.00	\$1,088,088.00

*NIRPC understands that the legislature, through U.S. Representative Mrvan, has awarded \$682,00 to the City of Gary for the design and construction of this Marquette Greenway project. Those funds are in addition to the funds listed in this Agreement.

(D) That the Northwestern Indiana Regional Planning Commission (NIRPC), organized pursuant to IC 36-7-7.6 et seq., agrees and shall contribute grant administration and management services, coordinating support to all the participating entities and the *Enhanced Entity* as needed;

(E) That the contributions described in subdivisions (B) and (C) of Section 5 of this agreement are tendered as amounts allowing for that portion of the contribution that under the terms of the federal highway program would be otherwise reimbursable to each participating entity individually;

(F) Further, that the participating entities described in subdivisions (B) and (C) of Section 5 of this agreement consent to pay the amounts herein identified and any that may lawfully be incurred in consequence of this project as a pro-rata share of the amounts due, allowing for that portion of the contribution that under the terms of the federal highway program would be otherwise reimbursable to each participating entity individually but will be instead reimbursable to the enhanced entity;

(G) Still further, following the conclusion of the project herein described and the receipt of the final settlement with the granting agency, in the event that costs are below the initial estimates used to determine the initial contributions of the participating entities producing refunded savings, the enhanced entity will rebate to the participating entities as a pro-rata share of the amounts due of the refunded savings, after allowances;

(H) Still further, following the conclusion of the project herein described and the receipt of the final settlement with the granting agency, in the event that costs are above the initial estimates used to determine the initial contributions of the participating entities producing additional expenses, the participating entities will contribute to the enhanced entity as a pro-rata share of the amounts due of the additional expenses, as identified.

Section 6. DISSOLUTION AND DISPOSITION OF ASSETS. In order to comply with the requirements of IC 36-1-7-3(a)(4), the following provisions apply as follows:

(A) Notwithstanding the provisions of this Section 5, the pledged revenues contributed by the participating governmental entities may be discontinued by participating entities in the event that funds on deposit to the credit of the proper fund are sufficient to meet all obligations related to satisfactorily complete the purposes of this agreement and the project it supports;

(B) Before payments may be discontinued, the *Enhanced Entity* must certify that the resources collected under this agreement are sufficient to meet all obligations of the project;

(C) This agreement may be amended by unanimous consent of the participating entities, evidenced by passage and adoption by the same body and officers that are empowered to initially adopt this agreement; provided, that no amendment may be made that would impair the ability of the *Enhanced Entity* to satisfy any debts, liabilities, or obligations lawfully undertaken for the purposes of the agreement;

(D) If the proper applications for the external funds necessary and desirable to achieve the objects and purposes described in this agreement have not been filed by **December 31, 2029**, any and all resources on deposit to the credit of the City of Gary in NIRPC's Marquette Greenway Fund as described herein, shall be identified and distributed to the several participating entities **based upon the ratio of the actual contributions made by each to the total on deposit to the credit of the proper fund** upon satisfaction of all obligations and liabilities, which may have been incurred to date.

(E) Further, in the event that the purposes of this agreement are achieved or abandoned, in whole or in part, after allowance for any encumbrances and all other lawful payables, the unobligated, unassigned, unreserved fund balance shall be identified and distributed to the several participating entities and to any non-entity donors **based upon the ratio of the actual contributions made by each to the total on deposit to the credit of the fund.**

Section 7. MEETINGS and GOVERNING LAW. In acting as an enhanced entity, NIRPC shall adhere to and comply with all applicable laws governing its action when acting as a Metropolitan Planning Organization and

Council of Governments. The City of Gary shall participate in monthly project status meetings;

Section 8. TITLE. Upon satisfactory completion and acceptance of the project, the enhanced entity is dissolved, and those improvements of public way and other infrastructure improved or installed in consequence of the multi-use non-motorized trail construction project described herein, become property of the respective individual political subdivisions, to the extent those improvements lie within the particular lawful boundaries of the particular political subdivisions, all according to governing law.

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

CITY OF GARY, INDIANA
401 Broadway #102
Gary, Indiana 46402

Its Redevelopment Commission

By: _____
, President

Attest:

, Secretary

Participant Execution Date:_____

Its Board of Public Works and Safety

By: _____
, President

Attest:

, Secretary

Participant Execution Date:_____

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by the City of Gary by Ordinance or Resolution all pursuant to I.C. 36-1-7-2, and particularly IC 36-7-7.6-11(b)(4) and IC 36-7-7.6, Section 13(12)(A) and Section 13(13).

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
6100 Southport Road
Portage, Indiana 46368

By: _____
Ty Warner, Executive Director

Attest:

Talaya Jones, Director of Finance

Its Full Commission

By: _____
Richard Hardaway, Chairperson

Attest:

Sue Lynch, Secretary

Technical Planning Committee

NIRPC Lake Michigan Room

YouTube Recording:

[Technical Planning Committee Meeting 7/11/23 - YouTube](#)

July 11, 2023

Minutes

Kevin Breitzke called the meeting to order at 10:06 a.m. with the Pledge of Allegiance. In attendance were Kevin Breitzke (Porter County), George Topoll (Union Township), Beth Shrader (Valpo Transit), Mark O'Dell (Chesterton), Lisa Shrader (INDOT), Ryan Lisek (DCI), Dean Button (Hammond), Kay Nelson (Forum), Rebekah Hammond (NICTD), Tony Siegmund (NICTD), and David Wright (GPTC).

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

On motion by Dean Button, second by Kay Nelson, the Technical Planning Committee (TPC) approved the minutes of May 9, 2023 minutes as presented.

There were no public comments.

Planning

Mitch Barloga presented on Resolution 23-10: NWI 2050+ Long Range Plan Adoption. Engage NWI is the federally required "Public Participation Plan" that enables NIRPC staff to ensure that it is meeting all federal requirements for public participation. There was a 30-day public comment report in which two non-significant comments were received. Additionally, the draft plan was made available on NIRPC's website, and four public meetings were held to solicit comments and feedback. The Northwestern Indiana Regional Planning Commission (NIRPC), as the Metropolitan Planning Organization (MPO) and Council of Governments (COG) for NWI, has the responsibility to conduct economic development, environmental, and transportation planning for Lake, LaPorte and Porter Counties. This plan carries forward some of the focus areas of the prior plan, *NWI 2050*, and this updated plan continues the idea of Connected, Renewed, United, and Vibrant. It also addresses the new Infrastructure Investment and Jobs Act (IIJA) legislation for transportation legislation and includes an updated section on Resiliency, Housing, and Carbon Reduction. The chapters include the following: Introduction, Land Use, Active Transportation, Roadways, Climate and the Environment, Transit, and Freight. Once the plan is adopted, implementation can begin over the next few years. On motion by George Topoll, second by Dean Button, the TPC recommended Res 23-10 to the Commission for approval.

Scott Weber gave an informational presentation on the Urban Area (UA) Boundary. UAs are delineated by the US Census Bureau every 10 years with at least 2K housing units (HUs) or 5K people, at least one nucleus of 1,275 HUs per sq mile, and a density of at least 200 HUs per sq mile. MPA's within the NIRPC Region, at a minimum, must incorporate applicable UAs and adjacent areas expected to become urbanized within 20 years. Before 2020, UAs were measured by population. The population threshold increased to over 5K people. The "jump" threshold reduced from 2.5 mi. (2000-2010) to 1.5 mi. There are no longer Urban Clusters. Instead, certain small UAs (Lowell, Lake of the Four Seasons, and Westville) with a population of 5K – 49.9K are designated UAs. There will be an adjustment process of the 2020 Census UAs. FHWA and FTA will apportion formula funding amounts based on unadjusted UA boundaries, including STBG

funds. Roadway Functional Classification is no longer tied to Urban vs. Rural. The adjustment process of the census-defined UAs is as follows:

- States and MPOs, in coordination with local officials, may adjust the Census-designated UAs.
- The entire Census-designated UAs must be included.
- NIRPC approved the 2010 adjusted UA in December 2012 (Res 12-25).
- The 2020 adjusted UA is due to FHWA in December 2023.
- INDOT must approve NIRPC's proposed adjusted UA and submit to Federal Highway Administration (FHWA) for final approval.

NIRPC staff is currently preparing a draft that includes the 2010 adjusted AU boundary (AUAB) and extends to the 2020 unadjusted UA boundary to areas not included in the 2010 AUAB. Also noted, this will be extended to municipal boundaries if outside of the 1+2 above and will also be extended to incorporate federal aid routes continuity. The AU adjustments will be reviewed with stakeholders to determine any possible conflicts or missed areas prescribed in the *NWI 2050* or the *NWI 2050+*. Draft will be presented at the TPC and Commission meeting in October 2023, and it is slated to be submitted to INDOT for review.

Programming

Charles Bradsky presented on Resolution 23-11: FY 2022-2026 Transportation Improvement Plan (TIP) Amendment #22-10 of the 2022-2026 TIP. Res 23-11 was released for public comment on June 13 and closed on July 4. One question regarding if Hammond's Local Trax project, Governor's Parkway Bridge, was in the amendment. It is not. The amendment was sent to members of the Intergovernmental Consultation Group (ICG) on June 12. With NIRPC's agreement with the ICG, if no response is received, concurrence is granted. No comments were received from the ICG; therefore, approval was given by the members by concurrence. Clarification was requested for two projects:

- Schererville project (des #1382603) is non-exempt and is in our long-range plan.
- INDOT's project (des #1900177) clarification of the description, "left turning improvements along the SR 2 corridor." It is NIRPC's understanding, in a statement from the project designer, that INDOT has since removed any left-turning improvements along the corridor.

Amendment #22-10 contains six projects which are either new or modifications for fiscal years 2024, & 2025 and are as follows:

- Three new INDOT projects were added - 1 bridge rehabilitation project and 2 road rehabilitation (one Concrete and one asphalt).
- The City of LaPorte eliminated a sidewalk project.
- Porter County added a new bridge replacement project.
- Schererville added a substantial amount of funding for ROW. This is for the second phase of the corridor project which will be going to construction in 2025.

On motion by Dean Button, second by George Topoll, with technical corrections being addressed, the TPC recommended Res 23-11 to the Commission for approval.

Charles spoke on Resolution #23-05: FY 2024-2028 TIP Adoption, *Invest NWI 2024-2028*. During the 21-day public comment period, no public comments were received.

No comments were received at the open houses that were held for the *NWI 2050+*. Two comments were received from the FHWA regarding a deficit reported that was corrected and a request to provide explanation of the funds NIRPC loaned to another MPO that will be paid back at a later year. INDOT and the USDOT have reviewed NIRPCs proposed TIP and are awaiting the new Air Quality Conformity information to be implemented by NIRPC. On motion by Dean Button and seconded by David Wright, the TPC recommended Res 23-05 to the Commission for approval.

Topical Committee Reports

3PC announced the mobile app (Calumet Greenways & Blueways) that is now available on Apple and Android phones.

Reports from Planning Partners

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

Adjournment

Hearing no further business, the meeting adjourned at 10:46 a.m.

The next TPC meeting is slated for September 12, 2023, at 10:00 a.m. in the NIRPC building.



RESOLUTION 23-12

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION TO ADOPT AMENDMENT 1 OF THE FY 2024 UNIFIED PLANNING WORK PROGRAM FOR LAKE, PORTER, AND LAPORTE COUNTIES, INDIANA

September 21, 2023

WHEREAS, the Northwestern Indiana Regional Planning Commission, hereafter referred to as “the Commission,” being designated as the Metropolitan Planning Organization (MPO) for the Lake, Porter, and LaPorte County metropolitan planning area, adopted the FY 2024 Unified Planning Work Program (UPWP) on May 18, 2023; and

WHEREAS, the 2024 UPWP describes those planning activities to be undertaken by the Commission between July 1, 2023 and June 30, 2024, and the 2024 UPWP identifies funding sources necessary to pay for those planning activities; and

WHEREAS, it is necessary from time to time to amend the UPWP to best reflect the planning activities to be undertaken during this time period; and

WHEREAS, amendment 1 of the 2024 UPWP includes the addition of HSIP and STBG flex funding, which is included in the FY 2022-2026 and FY 2024-2028 Transportation Improvement Programs; and

WHEREAS, amendment 1 reallocates funding to the Special Planning Activities element for the E-Commerce Area Plan task and to the Multi-modal Planning element for a Non-Profit Transportation Feasibility Study; and

WHEREAS, the Technical Planning Committee has recommended that the Commission approve amendment 1 of the 2024 UPWP;

NOW, THEREFORE, BE IT RESOLVED that the Commission hereby adopts Amendment 1 of the FY 2024 UPWP and the Commission is authorized to modify such agreements and contracts as may be required with the funding and administrative agencies for the execution of the UPWP amendment, as required by the Indiana Department of Transportation (INDOT) or the Federal Highway Administration (FHWA) or the Federal Transit Administration (FTA).

Duly adopted by the Northwestern Indiana Regional Planning Commission on this 21st day of September 2023.

Richard Hardaway
Chairperson

ATTEST:

Sue Lynch
Secretary

FY 2024 Unified Planning Work Program

AMENDMENT 1

Background

- **Core planning document required by US Dept. of Transportation (USDOT)**
 - Approved work plan for MPO staff
 - Program of planning tasks over next fiscal year (State calendar from July to June)
 - Financial planning document linking staff activities to funding sources
- **Addresses major surface transportation issues facing Northwest Indiana today and into the future by implementing policies and strategies identified in NIRPC's long-range plan**
- **Addresses priorities of federal funding agencies**
- **FY 2024 UPWP adopted by NIRPC on May 18, 2023**
- **Amendments must be approved by NIRPC, INDOT, and US DOT**

Summary of Amendment

- Four actions
 - Shifts funds to existing projects to ensure projects are fully funded
 - E-Commerce Plan
 - LPA Planning Assistance
 - Flexes STBG and HSIP funding into UPWP as programmed in the TIP
 - RTIP Software
 - Road Safety Audits
 - Removes funding from project that will not be implemented
 - Regional Traffic Signal Study
 - Adds a new project
 - Non-Profit Transportation Feasibility Study

Summary of Amendment

UPWP ELEMENT	PROJECT	ACTION	TOTAL FUNDING* ORIGINAL	TOTAL FUNDING* AMENDED
Short-Range Planning (STBG Flex)	TIP Software License Renewal	PL funds shifted to STBG Flex and increased	\$ 43,750	\$ 53,130
Data Collection & Analysis	Road Safety Audits	PL funds shifted to HSIP Flex	\$ 125,000	\$ 96,875
Data Collection & Analysis	Regional LPA Traffic Signal Study	PL funds removed	\$ 12,500	\$ -
Special Planning Activities	E-Commerce Area Plans	PL funds added	\$ -	\$ 50,000
Multi-Modal Planning	Non-Profit Transp. Feasibility Study	PL funds added	\$ -	\$ 60,000
Special Planning Activities	LPA Planning Assistance / Special Plans	PL funds added	\$ 62,500	\$ 183,750

*Includes federal and local share

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