NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
EXECUTIVE BOARD MEETING
Thursday, September 15, 2016, 9:00 A.M.
Ambassador Room, 2nd Floor, Radisson Hotel at Star Plaza
800 E 81st Avenue, Merrillville, IN

DRAFT AGENDA

I. Call to Order and Pledge of Allegiance – Jim Ton, Chair

II. Presentation: Regional Development Authority Strategic Plan – Bill Hanna, RDA

III. Approval of Minutes of July 21, 2016 Full Commission Meeting Pages 1-5

IV. Report of the Chair – Jim Ton

V. Report of the Executive Director – Ty Warner

VI. Finance & Personnel Committee – Diane Noll Pages 6-57
   • Procurement Recommendation Pages 9-25
   • 2016 Budget Amendments Pages 26-27
   • I 65 & Rt. 30 Planning Study Agreement Pages 28-43
   • Indiana Trails Study Agreement Pages 44-57

VII. Environmental Management Policy Committee – Geof Benson Pages 58-60
   • Action on Resolution 16-28, Supporting the 2016 SepticSmart Week Page 60

VIII. Technical Planning Committee – Michael Griffin Pages 61-64

IX. INDOT, Rick Powers, La Porte District Deputy Commissioner

X. Other Business

XI. Announcements

XII. Public Comment

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.
Chairman Jim Ton called the meeting to order at 9:10 a.m. with the Pledge of Allegiance. He stated that there was currently a quorum of the Executive Board.

Commission members present included Kyle Allen, Jr., Jeannette Bapst, John Baylor, Geof Benson, Toni Biancardi, Kevin Breitzke, Mary Brown, Bob Carnahan, Bill Emerson, Jr., Will Farrellbegg, Tom Fath, Sylvia Graham, Michael Griffin, Richard Hardaway, Justin Kiel, Cary Kirkham, Kathryn Kniola, Tom McDermott, Jr., Ron Meer, Roger Miller, Diane Noll, Lori Reno, Rick Ryfa, Tom Schmitt, Dave Shafer, Joe Stahura, Greg Stinson, James Ton, George Topoll and Dave Uran.

Guests present included Rick Powers, Justin Mount, Dean Button, Jeff Huet, Lindsay Quist, Deb Backhus, Carl Lisek, Julia Surber, Don Oliphant, Jim Nowacki, Daryl Lampkins, David Wright, Tim Zorn and Andrew Steele.

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

Minutes: The minutes of the June 16 Executive Board meeting were approved on a motion by Greg Stinson and a second by Geof Benson.

Report of the Executive Director – Ty Warner
- Ty Warner announced the availability of the new Ped, Pedal and Paddle Greenway & Blueway maps. Please see Mitch Barloga for a supply.
- Yesterday was the opening of the Dunes-Kankakee Trail segment from the Indiana Dunes Visitor Center to the State Park and the Town of Porter. The trail will eventually connect to the Kankakee River.
- A flyer was available for a ribbon-cutting event on July 26 at NIRPC from 11 a.m. to 1 p.m. which will announce the electric vehicle charging station installed at NIRPC as well as the success of NIPSCO’s Around Town EV Charging Stations in partnership with South Shore Clean Cities.
- A Title VI workshop will be held August 30 at NIRPC. Gabrielle Biciunas added that the workshop, from 9:30 a.m. to 3 p.m., will be led by Federal Highway Administration. All recipients of federal assistance, such as cities, towns and counties, are required to attend. Register through Mary Thorne.
- Ty Warner presented Eman Ibrahim with a staff service award for 10 years of service.

Presentation: Mitch Barloga presented on the roles and decision making processes of the new Technical Planning Committee (TPC), with a history of the entire NIRPC committee restructuring as chaired by Blair Milo. He described the graphic of the new structure as approved by the Full
Commission in May of 2015. In early 2016, Commissioners were surveyed for their preferred committees, and assignments were then made by the 2016 Chair Jim Ton based on those preferences, working with the Executive Director. The term for committee appoints is the calendar year. Great care was taken to ensure the right fit between commissioners and the committees they had indicated they wished to serve on. The Technical Planning Committee, which is a combination of the old Transportation Policy Committee and the Pathway to 2040 Committee, will receive funding requests from the Transportation Resource and Oversight Committee, ensure that projects support the implementation of the 2040 vision and federal transportation planning requirements and recommend projects to the Commission for adoption. The committee consists of 12 commissioners, 4 per county; three transit operators, 1 per county; 1 Northwest Indiana Forum representative; 1 INDOT representative; 1 NICTD representative; a Federal Highway Administration representative and a Federal Transit Administration representative (both non-voting). Mitch Barloga explained the various processes through flow charts. Most of the “heavy lifting” will be done at the topical committee level.

Jim Ton said that proxies are allowed for committees only. A quorum consists of the majority of members present but a minimum of three. Geof Benson added that updates on the new committee structure work were provided at every board meeting since the beginning of the discussion about reorganizing NIRPC committees. Blair Milo presented on the new committee structure at the March, April and May 2015 meetings. She also offered to do special sessions with Commissioners who may have had more questions and invited Commissioners to working sessions where the new committee structure was formulated. Jim Ton said as there were many new Commissioners, final committee preference surveys were sent out in April 2016. The assignments will be up in December, and new assignments will be sought for 2017 by the new Chair at that time. In order for the 2040 Plan to be successfully implemented, Ton said we must work on what is best for the whole three-county region, and the Commissioners on the TPC from each county represent that entire county. Proxies may be assigned by each Commissioner but they must be from and serve that community. It was also pointed out that there will also be a new subsection in each NIRPC resolution that that particular matter coming before the Commission went through the appropriate process.

Mitch Barloga concluded that the TPC now takes in all facets of planning, incorporating everything NIRPC has mandated in the 2040 Comprehensive Regional Plan. Tweaking may need to be done, but the committees need to begin their work in order to see where any improvements can be made.

At this point in the meeting Chair Jim Ton noted that there was a quorum for a meeting of the full Commission.

**Technical Planning Committee:**
Michael Griffin reported that the first meeting of the Technical Planning Committee took place on Tuesday, July 12th. The Committee heard three presentations from staff regarding the roles and responsibilities of the new committee, a brief overview of the 2040 Comprehensive Regional Plan, and a review of the Implementation Matrix outlining the goals and objectives from the plan, and strategies to implement. The Committee also heard updates from the Topical Committees either through NIRPC staff or committee members. This will be a regular agenda item at all future TPC meetings. Please see Mitch Barloga for details on these reports.
Griffin then relayed the actions for consideration by the Commission:

- The first action is on Resolution 16-25, the twenty-sixth amendment to the FY 2016-2019 Transportation Improvement Program. Gary Evers described this amendment for new Highway Safety Improvement Program (HSIP) projects previously authorized by Resolutions 15-28, 15-29 and 16-08 for Lake County, Crown Point, Valparaiso, Kouts, Hammond and Gary and changes to existing projects for the City of LaPorte, Valparaiso, Gary, Portage, Hammond, LaPorte County, Porter County and Crown Point. The amendment went out to the Interagency Consultation Group and public comment. The Technical Planning Committee recommends action on Resolution 16-25. On a motion by Geof Benson and a second by Kevin Breitzke, the Commission adopted Resolution 16-25, Amendment 26 to the FY 2016-2019 Transportation Improvement Program.

- The second action is on Resolution 16-26, the twenty-seventh amendment to the FY 2016-2019 Transportation Improvement Program. Gary Evers described this amendment for new congestion mitigation/air quality (CMAQ) projects previously authorized by the Commission through Resolution 15-18 for Hammond, East Chicago, Burns Harbor, New Chicago, Cedar Lake, City of LaPorte, Crown Point, Portage and NIRPC. The amendment went out to the Interagency Consultation Group and public comment. The Technical Planning Committee recommends action on Resolution 16-26. On a motion by Geof Benson and a second by Robert Carnahan, the Commission adopted Resolution 16-26, Amendment 27 to the FY 2016-2019 Transportation Improvement Program.

- The final action is on Resolution 16-27, the twenty-eighth amendment to the FY 2016-2019 Transportation Improvement Program for INDOT projects. Gary Evers described this amendment for seven new or significantly modified INDOT projects or phases. The amendment went out to the Interagency Consultation Group and public comment. On a motion by Geof Benson and a second by Dave Shafer, the Commission adopted Resolution 16-27, Amendment 28 to the FY 2016-2019 Transportation Improvement Program to the NIRPC Board for approval. The Technical Planning Committee recommends action on Resolution 16-27. On a motion by Geof Benson and a second by Robert Carnahan, the Commission adopted Resolution 16-27, Amendment 28 to the FY 2016-2019 Transportation Improvement Program.

The next meeting of the Technical Planning Committee will be Tuesday, August 9th at 9 a.m. in NIRPC’s Lake Michigan Room.

Report of the Chair – Jim Ton
The first leg of the Dunes-Kankakee Trail extending north and south is complete. Jim Ton congratulated the City of Gary for hosting the very successful Air Show.

The transit operators have requested that the direct recipients of FTA funds (Gary Public Transit Corporation and Michigan City Transit) have a vote on the Technical Planning Committee in addition to the transit representative from each county. NICTD is a direct recipient and already has a vote on the committee. As the committee structure was adopted by the Full Commission, the Executive Board voted to bring this matter to a vote by the Full Commission. On a motion by Kevin Breitzke and a second by Greg Stinson, the Commission voted unanimously to add the direct FTA recipients (Gary
Public Transit Corporation and Michigan City Transit) to the membership of the Technical Planning Committee.

Environmental Management Policy Committee:
Geof Benson welcomed the new members of the TPC. He went on to report that the minutes of the May meeting were in the packet. The committee did not meet in June. The next meeting will be held on August 4 at 9 a.m. in the Lake Michigan Room at NIRPC.

Finance & Personnel Committee:
Diane Noll reported that the committee met earlier in the morning and there are two items for action by the Commission:

- The first is Resolution 16-24, the NIRPC Conflict of Interest Written Code of Standards and Conducts for Federal Procurements. On a motion by Diane Noll and a second by Greg Stinson, the Commission approved Resolution 16-24, the NIRPC Conflict of Interest Written Code of Standards and Conducts for Federal Procurements.

- The second item is the procurement recommendations for three replacement vehicles for Opportunity Enterprises, Porter County Aging & Community Services and South Lake County Community Services. On a motion by Diane Noll and a second by Robert Carnahan, the Commission voted to adopt the procurement recommendations for three replacement vehicles as presented.

Indiana Department of Transportation:
Rick Powers said work continues on I-80/94. Work on the sign boards is being done and INDOT will work to resolve the written concerns by GPTC on standing water issue at 5th Avenue in Gary. There may be a blockage within a city sewer line and they are working with the City of Gary to remedy the situation. Mowing and herbicide applications are taking place along the Borman. Restore I-94 is underway. The I-65 expansion project is still in the preliminary planning stages to advance in 2017. The final RFP should be out August 1 with the selection of the preferred proposer in September with construction expected in spring of 2017. All cable barriers outside of construction areas are up.

Other Business:
- Robert Carnahan asked if the Homebuilders’ Survey related to trails has been updated; Mitch Barloga said that was put out in 2002 by the National Association of Realtors and he will see if it has been updated.

- Tom McDermott resigned from the Transit Operators’ Roundtable, where he had been appointed and, upon his recommendation, Ron Meer will take his place. Chair Jim Ton confirmed the change.

Public Comment on Agenda Items:
- James Nowacki, Gary, referred to the new Greenways & Blueways map and said there was no Walter Street in Gary. He also expressed gratitude for INDOT and the City of Gary working to rectify the water issue mentioned earlier.
• David Wright, GPTC, thanked INDOT for taking action on the standing water issue.

**Announcements:**

• Bob Carnahan announced Cedar Lake will host the Northwest Indiana Symphony Orchestra on Saturday at 7:30 p.m.

• Dave Shafer asked that communities observe the National Night Out.

• Michael Griffin said today the Lake County Convention & Visitors Center will distribute the 1818 U.S. flag to any Lake County community that wants one as a part of Lake County’s observation of the Indiana bicentennial celebration.

• Mitch Barloga said trails maps can be picked up by Commission members at the NIRPC garage immediately following the meeting.

Hearing no other business, on a motion by Kyle Allen Jr. and a second by Kevin Breitzke, Jim Ton adjourned the meeting at 10:30 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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FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda
Thursday
September 15, 2016
8:00 a.m.
Radisson Hotel at Star Plaza
Ellington Board Room
Merrillville, Indiana

1. Call to Order
3. Review of Financial Status
4. Approval of Claims Register
5. SRF Consulting Group, Inc. Contract Amendments
6. Procurement Recommendation
7. 2016 Budget Amendments
8. I65 & Rt. 30 Planning Study Agreement
9. Indiana Trails Study Agreement
10. Other Business
11. Adjournment

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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.
Members Present
Robert Carnahan
Richard Hardaway
Diane Noll - Chair
Dave Shafer
Greg Stinson

Members Absent
Christine Cid
Anthony Copeland
Dave Decker
Ron Meer

Staff and Others Present
Angie Hayes
Kelly Wenger
Kathleen Honl
David Hollenbeck
George Topoll

Call to Order

The meeting was called to order at 8:05 a.m. by Diane Noll.

Approval of Minutes

A correction was proposed to the minutes of the June 16, 2016 meeting noted under other business. Upon a motion by Greg Stinson, seconded by Dave Shafer, the Committee approved the minutes of the June 16, 2016 meeting as corrected.

Review of Financial Status

Angie Hayes presented the financial report. At this time there are no cash issues to report. NIRPC has received the entire county apportion for 2016 from LaPorte and Porter Counties. Lake County paid the first half installment for 2016. The Indiana State Board of Accounts has completed the fieldwork portion of the audit. Staff anticipates having the CAFR available for Commissioners at the August meeting. The Budget to Actual reports were presented to the Committee. The total expenditures of the General Fund for the period ending June 30, 2016 are at 41.04%.

Approval of Claims Register

Kelly Wenger presented the claims register to the Committee for approval. Upon a motion by Dave Shafer, seconded by Greg Stinson, the Committee approved the claims register.
2016 Budget Amendment within Category

Diane Noll presented a budget amendment transferring $6,000 within the contractual category from Organizational Development to Organization Consulting. Upon a motion by Richard Hardaway, seconded by Dave Shafer, the Committee approved the budget amendment within category.

Procurement Recommendation

Diane Noll presented procurement recommendation 16-07 for the procurement of three replacement vehicles for NIRPC subrecipients. Upon a motion by Dave Shafer, seconded by Greg Stinson, the Committee recommended the procurement for approval by the full commission.

Conflict of Interest Resolution

Diane Noll presented Resolution 16-24, a resolution to establish the conflict of interest written code of standards and conducts for federal procurements. Upon a motion by Richard Hardaway, seconded by Dave Shafer, the Committee recommended the resolution for approval by the full commission.

Other Business

Angie Hayes reported to the Committee that South Lake County Community Services is back in compliance with the federal maintenance requirements for the public transit vehicles leased from NIRPC.

David Hollenbeck reported to the Committee that Ty Warner has received correspondence from Everybody Counts and has replied. If any issues should arise due to the correspondence the Committee will be informed.

Adjournment

There being no further business, the meeting adjourned at 8:17 a.m.
Administration of Air Quality Public Knowledge and Perception Survey – Procurement #16-21

- Purchase of:
  - Services to administer, compile information, and complete an Air Quality Public Knowledge and Perception survey.
- Paid with CMAQ Funds (80%) and In-Kind match of (20%).
- Recommendation to approve project up to a total price of $75,000.
**Amendment 6: To add new revenue**

$248,161 TO: HSIP Revenue

**Purpose:** To add new funds to the 2016 budget. These funds are for the I65 and Rt. 30 safety planning study paid with 100% HSIP funds with no local fund matching requirement.

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**Amendment 7: To add new revenue**

$25,000 TO: Planning: PL & Section 5303 Revenue

**Purpose:** To add new funds to the 2016 budget. These funds are MPO discretionary funds to be used for a portion of the State wide trail study with in-kind match provided by Indiana University.

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Amendment 8: Transferring between categories

$1,700 TO: Departmental: Promotional Expenses

Purpose: To transfer funds from Contractual to Communication Expenses to cover a program changes for the Environmental Programs.

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### PROPOSED 2016 BUDGET AMENDMENT

**Transfers Between Categories**

Amendment 8: Transferring between categories

$1,700 TO: Departmental: Promotional Expenses

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PART I. BASIC AGREEMENT

By Agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and Ratio Architects, Inc. hereinafter referred to as the Contractor, the following is hereby mutually agreed to:

1. Construction of Agreement:
This Agreement consists of three parts: (I) the basic agreement, (II) scope of work, and (III) required forms. Each of these parts is hereby made a part of this agreement. The Commission shall be governed by and the Contractor shall comply with all terms and conditions set forth within all parts of the Agreement.

2. Description of Services provided by the Contractor:
The Contractor shall provide the following: Consulting Services for the I-65 and U.S. 30 Safety Planning Project. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in Part II of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

3. Compensation:
The Contractor shall provide the identified goods and services as noted in Part II of this Agreement. Consulting Services for the I-65 and U.S. 30 Safety Planning Project shall be billed at an amount not to exceed $248,161.00. Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in the Terms of Agreement section of this Agreement.

4. Terms of Agreement:
The Contractor shall commence work hereunder on August 18th, 2016 and conclude work by June 30th, 2017. Contractor's final invoice must be submitted to the Commission by July 14th, 2017 as the funding for this project has a specific termination date and funding will lapse. Final invoice can only be paid if submitted in accordance with the Terms of Agreement.

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

   (A) The Contractor shall submit monthly invoices to the Commission, which are sent within ten (10) days after the end of each month.
   (B) The Contractor shall include on its invoice the services rendered for that month. The Contractor shall attach copies of invoices from Subcontractors utilized in conjunction with this Agreement.
   (C) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall make payment. Payment will normally be made within thirty (30) days after said approval.
   (D) All invoices shall be submitted to:
      Accounts Payable
      Northwestern Indiana Regional Planning Commission
      6100 Southport Road
      Portage, Indiana 46368
6. **Modification Provisions:**

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

7. **Termination:**

Either party may terminate the agreement by providing written notice at least thirty (30) days prior to the end of an effective termination date. In the event of termination, the Commission shall be obligated to pay the Contractor only for services rendered and expenses incurred through the date of termination.

8. **Agreement:**

It is hereby agreed and understood by the party's signatory hereto that this Agreement becomes executed when the appropriate signatures are affixed hereto and the date of contract award is established as the _______, day of September, 2016.

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION**

By: ____________________________

Tyson Warner
Executive Director

______________________________

Date:

**RATIO ARCHITECTS, INC.**

By: ____________________________

NAME

______________________________

Date:

Attest:

______________________________

Angie Hayes
Director of Finance and Administration
PART II. SCOPE OF WORK

1. Problem Statement
Over the last 30 years, the intersection of Interstate 65 and U.S. 30 has developed into a typical edge city. This regional shopping and employment center sprawls across the border of the Town of Merrillville and the City of Hobart. The area is highly urbanized with a daily vehicle traffic count over 55,000. It is home to a regional mall, high-rise office towers, hotels, and a performing arts venue. The project area encompasses all the components of urban living but it does not seem like urban. It is, rather, "broken urbanism". Developments are not assembled into a sustainable whole. Instead, they are separated into single use districts and oriented to the personal automobile rather than to the person scale. It is characterized by excess surface parking; hostile frontages; lack of pedestrian infrastructure or amenities; large blocks with poor street connectivity; wide, dangerous and congested roadways. The following issues and challenges are identified along U.S. 30:

- About 26% of total crashes in the project area is pedestrian/bike related accidents.
- Biking and walking have been left out of the processes of land-use planning, and of the design and operation of streets and highways.
- No pedestrian signalization protection exist along U.S. 30 when crossing intersections.
- No Adequate time to cross the intersections without interference with automobiles.
- No physical pedestrian/bicycles protection separation from fast moving cars.
- No Secure and negotiable paving materials for sidewalks and crosswalks.
- No pattern of design and usage that unifies the pedestrian system in the entire project area.
- Transit use has also been compromised by vehicle congestion and difficult pedestrian access.

2. Project Description and Purpose
Despite the above issues, this area has tremendous potential for future improvement and retrofit. A plan is needed that will seize this opportunity by creating a safe and accessible non-motorized (walking and bicycling) transportation network that connects all major destinations in the project area. The plan, as a minimum, should reduce pedestrian and auto conflicts by connecting walkways, creating safe pedestrian street crossings, and consolidating driveways if needed.

The plan shall consider urban street design recommendations and solutions that are presented in the Institute of Transportation Engineers (ITE) report "Designing Walkable Urban Thoroughfares: A Context Sensitive Approach", which can be viewed at http://www.ite.org/css/. This report presents alternatives that promote the principles of transit supportive development and complete streets. It also uses a process and decision approach of context sensitive solutions and designing safe urban thoroughfares.

The consulting team shall have at least one member that demonstrates expertise in transit supportive development, complete streets, context sensitive solutions, and designing safe urban thoroughfares. The consultant team shall also demonstrate expertise in urban design, streetscape, and renderings. The plan outcome shall be built on a comprehensive public process and shall include analysis and development of alternatives and selection of a preferred alternative for the entire project area.
3. **Project Area**

U.S. 30 is a major regional arterial road that intersects with Interstate 65 and forms a direct link between Lake, Porter, and La Porte Counties, and extending to the State of Illinois to the west. The proposed project area is bounded on the north by 73rd Street in Hobart and south by 93rd and Harms Streets in Merrillville. Clay Street in Hobart forms the eastern boundary and Merrillville Road in Merrillville forms the western boundary (Figure 1). The project area population is about 5,000 people, which is considered low in comparison to the number of employees, which is about 19,392.

The corridor has significant economic importance to the region and more specifically to the City of Hobart and the Town of Merrillville due to the regional shopping mall and major commercial uses occurring within it. The road has a street profile of 4-5 lanes in each direction with middle turning lanes. The daily traffic count on average is about 55,000.

![Figure 1: US 30 & I-65 proposed project area boundary](image)

*Project area boundary is subject to change depending on project needs as it will be identified by the Consultant(s) and the steering committee.*

4. **Description of Tasks**

   **A. Data Collection, Assessment, and Analysis of Existing Conditions**

The Consultant(s) shall evaluate current conditions and zoning ordinances regulations. With assistance from NIRPC, City of Hobart, Town of Merrillville, and INDOT, the Consultant(s) will collect the following:

- Land use zoning and ordinances.
- Utilities including, but not limited to, water, electric, gas, communication, storm drain, and sewer utilities
- Existing and projected traffic counts, both automobile and truck as well as anticipated pedestrians at intersections
- Transit service and infrastructure, service frequency, bus stop locations, shelters, benches, pull-outs, and other transit amenities, if any
- Bike trails data and locations
- Automobile and pedestrian crash data
- Right of way
- Existing / previous studies
- Inventory sidewalks and pedestrian connections, if any
- Inventory significant environmental features
• Traffic signal locations and timing
• Study policy and regulatory context
  o NIRPC 2040 Comprehensive Regional Plan
  o Comprehensive Plans of the Town of Merrillville and City of Hobart
  o Coordinate with Indiana Department of Transportation to determine relevant policy for U.S. Highways
  o Review and ensure regulatory codes and guidelines of the Town of Merrillville and City of Hobart
• Review the 2004’s “C&O Trail Design Document” produced by Purdue University’s Landscape Architecture Department.

The Consultant(s) will conduct assessment and analysis of the corridor including the existing and forecasted vehicular and pedestrian volumes through major signalized intersections including, but not limited, to the following:

• Define areas of conflicts
• Intersection level of service and traffic simulation
• Operations analysis for the peak hours for vehicles
• Perform streetscape evaluation to include existing sidewalk and crosswalk treatments, landscaping, street furniture, and other items as needed.
• Pedestrian suitability analysis of all major street crossings at U.S. 30, and workable solutions for safe crossings.

B. Transportation Planning, Urban Design, and Alternatives

Develop Transportation and Streetscape Recommendations and Alternatives: The Consultant(s) shall develop cross-sectional graphics for distinct sections of the corridor, and illustrate recommended transportation and streetscape alternatives.

Streetscape Design: The study shall include a streetscape to include sidewalks and crosswalk treatments, landscaping, street furniture, and other items as needed. Supporting graphics and renderings should be provided as necessary.

Identifications of all access changes to streets and businesses: The Consultant(s) will develop a concept plan of the recommended alternative plan and shall include:

• Description of recommended land use and zoning modifications
• Plan view drawings of recommended improvements
• Cross-sections prepared to scale
• Locations of pedestrian and bicycle crossings
• Intersection improvements
• Landscape/ streetscape plans
• Drainage system alterations

C. Public Involvement and Participation

A steering committee will be formed to help guide the planning process. NIRPC’s 2014 Public Participation Plan (PPP) defines a steering committee as “a special committee that is created to address a particular subject or activity. They have a definite starting and ending point.” The membership of the committee will consist of relevant stakeholders in the planning area. The steering committee will serve as the Evaluation and Selection Committee and points of reference for the Consultant(s) throughout the planning process.
The PPP requires that a corridor, neighborhood, or sub-area transportation plan be made available for public comment for at least 30 days, during which time at least one public meeting is required to be held. A public comment report will then be produced and distributed utilizing the format set forth in the PPP prior to action by any NIRPC committees or the NIRPC Executive Board/Commission.

5. Project Contact after Award

Eman Ibrahim  
Planning Manager  
219-763-6060 x 135  
eibrahim@nirpc.org

6. Project Deliverables

All deliverables shall be made in digital and hard copy formats. Mapping deliverables shall be made digitally in ArcMap 10.2 format and/or other graphic format. 6 sets of bound, full color plans and associated maps shall be provided. The final plan shall be formatted and printed in such a manner that is easily reproducible for the general public.

7. Timeline

The project must be completed by June 30th, 2017.
PART III. REQUIRED FORMS

5.1. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from proposing not to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

John Jackson, PLA, LEED AP
Proposer

Signature of Proposer
5.2. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification:
1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. If a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NRPC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined at 49 C.F.R. § 29.1031(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Signature]
Signature of Proposer's Authorized Official

[Name and Title]
Name and Title of Proposer's Authorized Official

[Designation]
Principal, Director of Landscape Architecture, Urban Design

[Date]
June 30, 2018
5.5. LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Agreements

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

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

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

[3] The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Signature]
Signature of Contractor's Authorized Official

[Name and Title]
Name and Title of Contractor's Authorized Official

[Date]
July 1, 2016
DEMONSTRATION OF GOOD FAITH EFFORTS

The following information must be included in every contract that is signed by a prime contractor, and every contract the prime contractors sign with subcontractors.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SMALL BUSINESS UTILIZATION

The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☐ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the bidder could perform those scopes with its own forces.

☐ Solicited through reasonable and available means (e.g., pre-bid meetings, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

☐ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

☐ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

☐ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

☐ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

Name of Proposer’s firm: RATIO Architects, Inc.

State Registration No. 182011183

By: ____________ Principal / Director of Landscape Architecture & Urban Design

Signature ____________ Title

If the Proposer/Offeror does not receive award of the prime contract, any and all representations in this Affirmation shall be null and void.
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: KOITO Architects, Inc.

(Name of General Contractor Proposing)

PROJECT: Consulting Services for the I-65 and U.S. 30 Safety Planning Project

The undersigned intends to perform work in connection with the above project.

The undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 4).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

Traffic safety analysis

at the following price: $7,500.00.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

7/5/16 (317) 841-4799

(Date) (Telephone No.)

Shenuckery & Associates, LLC

(Name of DBE Subcontractor)

7331 Shadeland Station, Suite 160

(Firm Address)

By: [Signature]

Indianapolis, IN

(City and Name: D. Blake Wilson

State) (Typed)

Title: Principal

If the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.
**DBE Form 3**

**SCHEDULE OF DBE PARTICIPATION**

Name of Proposer: RATIO Architects, Inc.

Project: RSP 16-14: Consulting Services for the I-65 and U.S. 30 Safety Planning Project

Project No.: [Blank]

Proposal No.: 16-14

Total Proposal Amount: $248,161

<table>
<thead>
<tr>
<th>NAME OF DBE SUBCONTRACTOR</th>
<th>ADDRESS (CITY, STATE)</th>
<th>TYPE OF WORK SUBCONTRACTED</th>
<th>DBE</th>
<th>SUBCONTRACT VALUE</th>
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</thead>
<tbody>
<tr>
<td>Strawberry &amp; Associates, LLC</td>
<td>Morton County Indiana</td>
<td>Traffic safety analyst</td>
<td>Y</td>
<td>$7,500.00</td>
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DBE PARTICIPATION TOTAL VALUE: $7,500.00

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

[Signature]

[Date]
DRE SUBCONTRACTOR IDENTIFICATION

[Reproduce as necessary]

I HEREBY DECLARE AND AFFIRM THAT I AM THE ___________________________ (Title - Owner, President, etc.) and duly authorized representative of __________________________________________________________ (Name of firm) and I hereby declare and affirm that I am a certified DRE.

[Signature]

[Printed]

D. Blake Wilson

This firm has current DRE certification from the following Agencies and/or state(s):

[Blank]

[Blank]

A copy of the current certification letter notifying the firm that it has been DRE certified must be attached to this form.

Please see the following page for a current copy of our certification letter.
Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Shrewsberry & Associates, LLC

as a certified DBE and ACDBE.

Date Issued: September 8, 2015          Annual Renewal Due: September 3 (each year)

Reference the Indiana Department of Transportation’s DBE Public Search at http://www.in.gov/indot/2674.htm for the most current information regarding this certification.

This certificate is valid through: December 31, 2018

Elizabeth Kidner Crawford, Economic Opportunity
Director

Derrick Casson, DBE Certification
Manager
DBE UNAVAILABILITY CERTIFICATION

I, John Jackson, P.LA, LEED AP, Principal / Director of Landscape Architecture & Urban Design of PATIO Architects, Inc. certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed:

<table>
<thead>
<tr>
<th>DATE OF REQUEST</th>
<th>DBE</th>
<th>NAME OF SUBCONTRACTOR</th>
<th>ITEMS SOUGHT</th>
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<tr>
<td>6/22/10</td>
<td>0082.31E</td>
<td>Strawberry &amp; Associates, LLC</td>
<td>Traffic Safety Analyst</td>
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The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

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<th>N/A</th>
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BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND THE TRUSTEES OF INDIANA UNIVERSITY ON BEHALF OF THE EPPLEY INSTITUTE FOR INDIANA TRAIL STUDY.

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 Trustees of Indiana University on behalf of the Eppley Institute hereinafter referred to as the Contractor, the following is hereby mutually agreed to:

1. Components of Agreement:

   This Agreement consists of three components identified as follows: (1) the basic agreement, (2) Scope of Work and (3) 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 Contractor shall comply with and be governed by all terms and conditions set forth within all parts of each component of this Agreement.

2. Description of Services provided by the Contractor:

   The Contractor shall provide the following: Indiana Trails Study as awarded by the MPO Council funded from the discretionary pool fund. The Contractor shall perform the services to the satisfaction of the Commission as provided for in the scope of work which is described in Part II of this Agreement.

3. Compensation:

   The Contractor shall provide the identified goods and services as noted in Part II of this Agreement. The Indiana Trails Study project shall be billed at an amount not to exceed $25,000, with Contractor to document payment of an additional $6,250 towards activities noted in Part II of this Agreement as in-kind match with local funds. Payment for services provided by the Contractor will be on a reimbursement basis and in accordance with procedures provided for in Part 5 Payment Procedures of this Agreement.
4. **Project Period:**

The Contractor shall commence work hereunder on October 1, 2016 and conclude work by June 30th, 2017. Contractor’s final invoice must be submitted to the Commission by July 14th, 2017 as the funding for this project has a specific termination date and funding will lapse. Final invoice can only be paid if submitted in accordance with the Terms of Agreement.

5. **Payment Procedures:**

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

a. The Contractor shall submit monthly invoices to the Commission, which are sent within ten (10) days after the end of each month.

b. The Contractor shall include on its invoice the services rendered for that month. The Contractor shall attach copies of invoices from Subcontractors utilized in conjunction with this Agreement.

c. Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall make payment. Payment will normally be made within thirty (30) days after said approval.

d. All invoices shall be submitted to:

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

6. **Modification Provisions:**

This Agreement shall not be modified except in writing, signed by both parties to this Agreement. Further, the parties hereby agree that the Commission may hereby modify **Part II to this Agreement** by adding, deleting or modifying tasks, subtasks, schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications result in no upward or downward cost adjustment or delay the completion of the project.
7. **Termination:**

Either party may terminate the agreement by providing written notice at least thirty (30) days prior to the end of an effective termination date. In the event of termination, the Commission shall be obligated to pay the Contractor only for services rendered and expenses incurred through the date of termination.

**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**

**TRUSTEES OF INDIANA UNIVERSITY**

By: 

By: 

______________________________

Ty Warner, Executive Director

______________________________

Date: 

Date: 

Attest: 

Attest: 

______________________________

Angie Hayes, Contracting Officer 

Name/Title Contracting Officer
PART II. SCOPE OF WORK

**Study Focus:** The focus of the study is to conduct a research study for 6 trails minimum in Indiana throughout the State focusing on a mix of urban, suburban and rural trails to include:

- Deployment of traffic counters and reports on use by location, trail type, day, and time frame
- Intercept of trail users to determine primary purpose of use, length of time on trail, perceived benefits of trail
- Survey of trail neighbor's (property owners next to trails) on their experiences with trail users-development
- Depending upon additional matching funding, the trail study could be broadened to 18 trails throughout the State of Indiana with 3 trails studied in each of the 6 INDOT Districts.
PART III. GENERAL PROVISIONS.

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

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

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

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

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

   A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The CONTRACTOR also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

2.6. Compliance with Laws.

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

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

C. The CONTRACTOR warrants that the CONTRACTOR and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
D. The CONTRACTOR affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

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

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

           (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
           (ii) IC §24-5-12 [Telephone Solicitations]; or
           (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

2.7. **Debarment and Suspension.**

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

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

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 CONTRACTOR hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONTRACTOR will give written notice to the Commission within ten (10) days after receiving actual notice that the CONTRACTOR, or an employee of the CONTRACTOR in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted
of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

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

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

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

1. Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the
CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses furnish this information, the CONTRACTOR shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

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

The CONTRACTOR, and any sub recipient or SUB-CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
As part of the CONTRACTOR’s equal opportunity affirmative action program, it is required that the CONTRACTOR shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise SUB-CONTRACTORS, vendors or suppliers.

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.
Call to order and Pledge of Allegiance
Chairman Benson called the meeting to order at 9:05 a.m. with the Pledge of Allegiance and self-introductions.

Approval of May 5, 2016 EMPC Minutes
On motion by Will Farrellbegg and second by Tim Kingsland, the May 5, 2016 EMPC meeting minutes were unanimously approved as presented.

Presentations:
a. Coastal Training Program Development Status – Kaitlyn McClain, IDNR Coastal Program

To clearly explain work products and partner products for better planning outcomes and better inform decision makers IDNR is developing a coastal training program to enhance education and outreach. There are currently 28 coastal sites with unique training programs for each. NOAA’s NERRS was used as a model. The contract process will take place from July through December of 2016. A consultant will be obtained to put together a strategy for education and outreach and staff will begin implementation in 2017.

An assessment process is needed. An advisory planning team consisting of 4 individuals with expertise and regional knowledge has been meeting since April. An online survey was sent out at the end of May regarding characteristics, planning activities, pressing issues and training needs to gauge the current state of affairs. Most respondents were local county or regional government employees. While the majority reported having a comprehensive plan and watershed plan, around half had no certified planners. Many also indicated having economic development plans and current parks and recreation plans. When asked what ecological resilience concepts are of interest, green infrastructure, urban forestry and habitat protection and restoration ranked high. Results regarding planning management and regulatory concepts showed individuals would be receptive to training on a broad range of planning topics and tools.

The next step will be to put together the RFQ for a consultant. The needs assessment will guide forward moving efforts on what training efforts to offer, who to partner with, and planning tools to highlight in the outreach efforts. Work is being done on development and release of technical guidance documents. Coastal hazards planning guidance for coastal communities is complete and should be available shortly. Also, guidance regarding flooding and model ordinances and updates to the Technical Assistance Planning Application.
NIRPC Business:

a. Greenways and Blueways 2020 Priority Conservation Corridors Exercise – Kathy Luther & Sarah Geinosky, NIRPC

NIRPC has been working on the Greenways and Blueways 2020 Plan, which is combining the former Ped and Pedal plan with the conservation piece. The Plan is a reference document and is not intended to be parcel by parcel and is not a green infrastructure plan. Those efforts are being done in other places. Results from over 800 trail surveys and online surveys for each jurisdiction are still being analyzed. NWIPA provided paddling input. A draft of the plan will hopefully be available in August. The surveys had a poor representation from minority populations and low income jurisdictions. The public Survey results indicated the greenway piece is definitely important to the public. While ease of access and water quality were ranked as important factors where activities were performed, quality of scenery and views were ranked low. Most visit places about 15 minutes from home and drive to get there.

Key pad polling was done during the meeting to assist in determining methodology for prioritizing and presenting Greenway opportunities in the planning document. The Ped, Pedal and Paddle Committee have developed a priority regional trails and corridors map that assists in funding decisions. Kathy would like to take the Green Infrastructure Vision map and develop a map focusing more on connections that could resemble the priority trails and corridors map and allow for prioritization of things that can be prioritized or scored.

The categories presented to the Committee during polling included possible scoring or prioritization groups; location/geographic setting factors; ownership; ecological impacts; public access; community support and feasibility and sustainability of funding. Most of the respondents during polling indicated a desire to add an option for combining options given or adding an option to choose all of the choices provided for each category. Next steps include weighing polling results and coming back with potential corridors for prioritization.

Public Comment: None

Announcements:

- The updated Greenways & Blueways maps are in and available for pick up.
- Nicole Barker’s last day with Save the Dunes is July 14.
- Kathy announced NIRPC now has two electric vehicle charging stations.
- The Army Corps will be presenting their plan for the 270 acre Hobart Marsh Mitigation/Restoration project at the August 4th EMPC meeting.
- Mike Molnar announced two openings on the Coastal Board. One for a Porter County Planner, Municipal County or university and the other for a LaPorte County city or town.
- Kevin Breitze announced the first meeting of the new Technical Policy Committee (TPC), which is the former Transportation Policy Committee and the 2040 Committee combined, will be Tuesday July 12 at 9:00 am. Kathy announced the EMPC will have a standing agenda item on the new TPC Committee, which is overseeing all aspects of the 2040 Plan, to report out what is being done. All NIRPC meetings are open to the public.
- Additional meeting, event and funding announcements will be forwarded to the Committee by email.

Meeting adjourned at 10:37 a.m.
RESOLUTION 16-28

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION IN SUPPORT OF THE 2016 SEPTICSMART WEEK.

September 15, 2016

WHEREAS: Throughout NW Indiana, many communities rely on Septic Systems, or Onsite Wastewater Treatment and Disposal Systems, to dispose of wastewater from their homes and businesses; and

WHEREAS: Septic Systems can fail or malfunction polluting our lands and waterways causing public health hazards and natural resource degradation; and

WHEREAS: Educating home and business Septic System owners about the need for periodic inspection, maintenance and proper daily use can result in the highest possible standard of safe, sanitary and environmentally sound onsite wastewater service.

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission hereby proclaims September 19-23, 2016 to be SEPTICSMART WEEK in Northwest Indiana and encourage all residents and businesses to join in this observance.

Duly adopted by the Northwestern Indiana Regional Planning Commission this 15th day of September, 2016.

________________________________________
James G. Ton
Chairperson

__________________________________
Geof R. Benson
Secretary
Members Present
Michael Griffin, Dave Shafer, Kevin Breitzke, Geof Benson, John Bayler, Michael Noland, Margot Sabato, Taylor Wegryn, Mark O’Dell, Tom MacLennan, Lyndsay Quist, Kay Nelson, Allura Gray, and William Emerson, Jr. and Joyce Newland and Susan Orona via conference phone.

Guests
Zach Hurst, Jim Ton, Bob Carnahan, Teri Dixon, Will Farrellbegg, Audrey Wennink, Amber Kettring, Mark Gordish, Jarvis Jointer, Jeff Huet, Robin Barzioni-Tillman, Beth Shrader, Michael Jabo, Craig Phillips, Dean Button, Dennis Cobb, Ken Martin, Jeff Huet, Carl Lisek, Al Walus, Eric Wolverton, Ron Wiedeman, Jill Murr, Deb Backhus, Chris Moore, La’Kisha Girder, Rebecca Williams, Joe Crnkovich, Claudia Taylor, and David Wright.

NIRPC Staff
Ty Warner, Steve Strains, Mitch Barloga, Gary Evers, Eman Ibrahim, Sarah Geinosky, Scott Weber, James Winters, Gabrielle Biciunas, Kathy Luther, Belinda Petroskey and Mary Thorne.

1. Call to Order, Opening and Announcements
   a) Michael, Griffin, Chair called the meeting to order at 9:05 a.m. with the Pledge of Allegiance and self-introductions. NIRPC’s Chair, Jim Ton, thanked everyone for attending this inaugural meeting of the new TPC.
   b) The INDOT voluntary participation survey was available for attendees to complete.
   c) On a motion by Geof Benson and a second by Kevin Breitzke, the minutes of the June 14, 2016 Transportation Policy Committee meeting were approved as presented.

2. Presentation: Mitch Barloga presented on the roles and responsibilities of the new Technical Planning Committee, with a history of the committee restructuring and described the graphic of the structure as approved by the Full Commission in May of 2015. Commissioners were surveyed for their preferred committees and assignments were then made by the Chair and Ty Warner based on those preferences. Great care was taken to insure the right fit between commissioners and the committees they wished to serve. The Technical Planning Committee will receive funding requests from the Transportation Resource and Oversight Committee, ensure projects support the implementation of the 2040 vision and federal transportation planning requirements and recommend projects to the Commission for adoption. Flow charts describing the various processes were explained. Most of the “heavy lifting” will be done at the topical committee level. Proxies are
allowed for committees only. A quorum consists of the majority of members present but a minimum of three. Discussion followed.

3. Implementation Planning
   a) Steve Strains gave an overview of the 2040 Comprehensive Regional Plan, which was created through extensive research, data and analysis, particularly land use, population projections, and work by interested stakeholders and the public. There is a place for everyone in the committees to bring projects and strategies that are in keeping with this plan. As the region grows, we will continue to program major expansion projects and identify projects in the Transportation Improvement Program and look at green infrastructure and environmental challenges and opportunities.

   b) Gabrielle Biciunas gave an overview of the 2040 CRP Implementation Matrix which was updated last year based on the goals, objectives and action plans. This matrix is updated as necessary and shows the goal, objective, timeframe, responsible party, funding and best practices to model. The 2040 Plan won numerous planning awards and showcases the region.

4. Transportation Programming
   a) Gary Evers explained Amendment 26 to the FY 2016-2019 Transportation Improvement Program for new Highway Safety Improvement Program (HSIP) projects previously authorized by Resolutions 15-28, 15-29 and 16-08 for Lake County, Crown Point, Valparaiso, Kouts, Hammond and Gary and changes to existing projects for the City of LaPorte, Valparaiso, Gary, Portage, Hammond, LaPorte County, Porter County and Crown Point. The Valparaiso project on page 8 is actually in 2017 and this will be amended. The amendment went out to the Interagency Consultation Group and public comment. Geof Benson made a motion to recommend Amendment 26 to the NIRPC Board for approval subject to the revision on the year of the Valparaiso project; seconded by Kevin Breitzke. Motion carried.

   b) Gary Evers explained Amendment 27 to the FY 2016-2019 Transportation Improvement Program for new congestion mitigation/air quality (CMAQ) projects previously authorized by the Commission through Resolution 15-18 for Hammond, East Chicago, Burns Harbor, New Chicago, Cedar Lake, City of LaPorte, Crown Point, Portage and NIRPC. The amendment went out to the Interagency Consultation Group and public comment. On a motion by Dave Shafer and a second by Geof Benson, the Committee voted to recommend Amendment 27 to the FY 2016-2019 Transportation Improvement Program to the NIRPC Board for approval.

   c) Gary Evers explained Amendment 28 to the FY 2016-2019 Transportation Improvement Program for seven new or significantly modified INDOT projects or phases. The amendment went out to the Interagency Consultation Group and public comment. On a motion by Kevin Breitzke and a second by Mark O’Dell, the Committee voted to recommend Amendment 28 to the FY 2016-2019 Transportation Improvement Program to the NIRPC Board for approval.
5. Topical Committee Reports
   a) Environmental Management Policy Committee – Kathy Luther overviewed the committee, chaired by Geof Benson and its membership. They are working with Mitch Barloga to merge the Greenways & Blueways Plan with the Non-Motorized Transportation Plan. The committee meets monthly, usually the first Thursday of the month at 9 a.m.
   b) Ped Pedal & Paddle Committee – Mitch Barloga briefed on this committee which will be chaired by Joe Stahura and will deal with trails, complete streets and non-motorized transportation. The committee meets monthly, usually the fourth Thursday of the month at 1:30 p.m.
   c) Land Use Committee – Eman Ibrahim overviewed this committee, chaired by Greg Stinson, and will study and advise on land use, smart growth and transit-oriented development. The committee usually meets every other third Wednesday at 10 a.m.
   d) Rail Vision Workgroup/Freight – James Winters overviewed this committee, chaired by Dave Decker, which will advise NIRPC on freight transportation needs and freight related economic development and policies. The committee meets every other third Wednesday at 10 a.m.
   e) Transit Operators Roundtable – Margot Sabato reported that the operators met on June 14 after the Transportation Policy Committee adjourned to discuss the committee structure. Operators selected to represent the roundtable on the TPC are: Lake County: Margot Sabato, South Lake County Community Services; Porter County: Taylor Wegrzen, Valparaiso’s V-Line and ChicaGO Dash; LaPorte County: Tom MacLennan, LaPorte Transporte. The operators will formally request approval of the NIRPC Board to add representation to the TPC by direct recipients Gary Public Transportation Corp. and Michigan City Transit. The MPO planning regulations require transit operators in the Long Range Transportation Plan. GPTC and Michigan City will bring more voices to the table for multi-modal transportation. The roundtable will meet immediately following the TPC. Jim Ton clarified that since the restructuring of committees was approved by the Full Commission, they would be the ones to amend the membership of the TPC.
   f) Surface Transportation Committee – Scott Weber overviewed this committee, chaired by Tom Schmitt, which will oversee development of regional transportation plan elements relevant to street and highway transportation. These requirements include congestion management, ITS, HSIP, pavement management and performance based planning. The first meeting will be held on August 2, and will meet bimonthly as needed. Membership is unconstrained.

6. Planning Partners –
   Chicago Metropolitan Agency for Planning – Teri Dixon reported that they are getting public comments on their long-range plan On to 2050.

7. Public Comment on Agenda Items – There were no requests for public comment.

8. Other Business, Staff Announcements and Upcoming Meetings
   a) Staff Announcements –
      • Kathy Luther said NIRPC received a NIPSCO charging grant and a ribbon cutting will be held at NIRPC on Tuesday, July 26 at 11 a.m.
b) **Upcoming Meetings at NIRPC –**

- The Full Commission/Executive Board will meet on Thursday, July 21 at 9 a.m. in the NIRPC Lake Michigan Room.
- The Environmental Management Policy Committee will meet on August 4 at 9 a.m. in the NIRPC Lake Michigan Room.

The next meeting of the Technical Planning Committee will be on August 9, 2016 at 9 a.m. in the NIRPC Lake Michigan Room.

Michael Griffin adjourned the meeting at 11:10 a.m.

*A Digital MP3 of this meeting is filed. Contact Mary Thorne at the phone number or email below should you wish to receive a copy or a portion of it.*

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

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