



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

## MEETING OF THE FULL COMMISSION NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

April 16, 2026 at 9:00 A.M.

NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Wendy Mis, Munster Clerk-Treasurer
- 2.0 New Appointments to the Commission - Dave Hollenbeck, Attorney
- 3.0 Roll Call – Candice Eklund, Executive Assistant
- 4.0 Public Comment on Current Agenda Items  
*The Chair will recognize audience members who have signed up to comment on agenda items below. Time is limited to 3 minutes per commenter.*
- 5.0 Approval of the Minutes of the March 19, 2026, Executive Board Meeting (pp. 1-4)  
***ACTION REQUESTED: Approval***
- 6.0 **LEADERSHIP** – Wendy Mis, Munster Clerk-Treasurer (p. 5-41)
  - 6.1 Presentation of **Norman E. Tufford Award**
  - 6.2 Staff Recognition
  - 6.3 Report of Nominating Committee
  - 6.4 Election of Officers & Executive Board (p. 5)  
***ACTION REQUESTED: Approval***
  - 6.5 Procurement Recommendations (pp. 6-7)  
***ACTION REQUESTED: Approval***
  - 6.6 Resolution #26-06: US Economic Development Association (EDA) Planning Partnership (pp. 8-9)  
***ACTION REQUESTED: Approval***
  - 6.7 Contract: Corradino LLC – 2026 Road Safety Audits (pp. 10-41)  
***ACTION REQUESTED: Approval***
- 7.0 **TRANSPORTATION** – Kevin Breitzke, Porter County Surveyor (pp. 42-50)
  - 7.1 Resolution #26-07: [FY 2027-2028 Unified Planning Work Program \(UPWP\)](#), Tom Vander Woude (pp. 47-50)
  - 7.2 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 8.0 **ECONOMY & PLACE** – George Topoll, Union Township (pp. 51-52)
- 9.0 **ENVIRONMENT** – Bill Emerson, Lake County Surveyor
  - 9.1 Drive Clean Indiana / Green Fleets Award
- 10.0 Other Business
- 11.0 Announcements
- 12.0 Adjournment: The next meeting on May 21, 2026, at 9:00 a.m., will be an Executive Board meeting. The next Full Commission meeting will be on July 16, 2026 at 9:00 a.m.

**NIRPC Executive Board Meeting**  
6100 Southport Road, Portage, IN  
Minutes of the March 19, 2026, Executive Board Meeting

**Call to Order**

Chair Wendy Mis called the meeting to order at 9:04 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

**New Appointments to the Commission**

Dave Hollenbeck announced the appointments to the Commission of Lori Latham (City of Gary), Larry Colley (Town of Pottawattomie Park), Annette Ludwig (Town of Dyer), Jim Biggs (Porter County Commission), and Joe Haney (La Porte County Commission).

**Roll Call** - Taken by Candice Eklund

**Present**

The 9 Commissioners on the Executive Board in attendance are listed below:

- Austin Bonta, City of Portage
- Kevin Breitzke, Porter County Surveyor
- Denise Ebert, Town of Wanatah
- Bill Emerson, Lake County Surveyor
- Wendy Mis, Town of Munster
- Courtney Parthun, City of La Porte
- David Phelps, Town of Beverly Shores
- Tom Schmitt, Town of Schererville
- Jim Ton, Town of Chesterton

**Absent**

- Robert Ordway, Governor's Appointee

Note: Lisa Rosenkranz has stepped off the Executive Board but remains a commissioner representing the Town of La Crosse on the Full Commission. A new representative on the Executive Board from La Porte County is nominated with the 2026 Executive Board slate that is pending a quorum of the Full Commission.

The 11 other Commissioners present at the meeting are listed below:

- Jenny Beier, Town of Schneider
- Jim Burge, Town of Porter
- Bob Carnahan, Town of Cedar Lake
- Daine Dumbrys, Town of Michiana Shores
- Joe Haney, La Porte County Commission
- Keesha Hardaway, Town of Merrillville
- Colleen Lane, Town of Long Beach
- Lori Latham, City of Gary
- John Matwysyn, La Porte County Surveyor
- George Topoll, Union Township
- Andy Vasquez, Porter County Council

Adam Parkhouse, representing INDOT, was also present

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

Staff present included Ty Warner, Tom Vander Woude, Charles Bradsky, Meredith Stilwell, Candice Eklund, and attorney Dave Hollenbeck.

**Public Comment**

There were no public comments.

**Approval of Minutes**

The minutes of the February 19, 2026, Executive Board meeting were approved on motion by Kevin Breitzke and seconded by Jim Ton.

## **Leadership** – Wendy Mis, Town of Munster

The Commissioners with perfect attendance in 2025 were announced at last month's meeting, as documented in the February 19 meeting minutes, and were recognized today with their attendance certificates.

Ty Warner addressed the discussions regarding Commissioner attendance at the February meeting and shared his feedback. He outlined the current procedures for supporting and encouraging attendance at every Commission meeting, emphasizing the expectation that all Commissioners attend the four Full Commission meetings each year – just one meeting per quarter – and that Executive Board members attend all meetings. The current procedures supporting attendance are:

- **Welcome Letter** – Sent to each newly appointed Commissioner, the letter provides links to key informational items on NIRPC's website, including the annual meeting schedule, and conveys the expectation that Commissioners attend the four quarterly Full Commission meetings each year, while also welcoming them to attend Executive Board meetings.
- **Orientation** (occasional) – While new commissioner orientations have been offered in the past, it has been several years since one was held. This practice will be revitalized to better support new Commissioners.
- **Meeting Notice** – NIRPC uses Constant Contact to send meeting notifications to all Commissioners one week prior to each Commission meeting. This notice includes two RSVP voting buttons for Commissioners to indicate their attendance. Their response helps NIRPC determine whether a quorum will be met and whether a meeting should proceed or be canceled. The system also confirms receipt when the notice was received and opened. A link to the meeting materials is also included in the notification.
- **Follow-up Contact** – If an RSVP is not submitted, Candice Eklund sends a follow-up email three days before the meeting. If there is still no response, a phone call is made the following day. Warner emphasized that with 53 members on the commission, these follow-up efforts can become quite burdensome if there is a lack of response.
- **Minutes Tracking** – Attendance is recorded in the meeting minutes, noting who was present and absent. When a commissioner has missed more than three Full Commission meetings, this is tracked in accordance with Indiana Code 36-7-7.6-5(h), and an asterisk is placed next to their name.
- **Notification to Appointing Authority** – If a Commissioner is absent for three consecutive Full Commission meetings, Indiana Code mandates that the Commission shall notify the Commissioner's appointing authority and request that they either (1) replace the member or (2) take action to ensure the member's conscientious attendance at meetings of the Full Commission.
- **Attendance Awards** – Commissioners are recognized for their commitment to attendance, whether they attend all four quarterly Full Commission meetings or attend all Full Commission and Executive Board meetings within a calendar year.
- **New Practice Beginning for the April 19 Full Commission Meeting** – After each meeting, Candice Eklund will send direct calendar invites for the next meeting. Invitations will be sent to all Commissioners and their administrative assistants for the Full Commission meeting. Invites will be sent only to Executive Board members for Executive Board meetings.

Bill Emerson asked whether NIRPC would award points for attendance at committee meetings as part of the project review criteria for scoring in this year's NOFA. NIRPC staff answered affirmatively. Adam Parkhouse, INDOT, shared that MACOG allows virtual attendance to count for voting only when a quorum of in-person attendees is not met, but, given MACOG has fewer members, this rarely occurs. He also noted that MACOG added INDOT as a voting member; however, implementing changes to voting members of the NIRPC Commission would require changes to NIRPC's state statute. Ty explained that when the Indiana State Legislature adopted provisions for virtual meeting participation following the COVID pandemic, the virtual participation requirements were considered, but the consensus at the time was that, with 53 Commissioners, ensuring compliance with legislative requirements would be overly burdensome.

Currently, four towns have no appointed Commissioner: Hebron, Kingsbury, Lowell, and Pines. It was discussed that if Commissioners knew members of these Town Councils, would they be willing to personally encourage them to make appointments? Joe Haney offered to reach out to the Town of Kingsbury regarding their appointment. Ty invited additional feedback on his discussion and provided his phone number for those who would like to share comments directly with him.

Ty reminded the Commissioners that the new slate of officers for 2026 will be voted on by the Full Commission at the April meeting, and he thanked Wendy Mis and Austin Bonta for collaborating on the best timing for holding a vote. In addition, the Tufford Award recipient will be presented at the April meeting.

#### **Transportation** – Kevin Breitzke, Porter County Surveyor

Kevin Breitzke reported that the Transportation Committee met on March 3, 2026, where they heard a presentation on the Gary Elevated Project, a proposed 3.8-mile bike trail. The next Transportation Committee meeting is scheduled for April 7, 2026.

Tom Vander Woude presented Resolutions #26-04 and #26-05 together, explaining that both resolutions amend NIRPC's core planning documents to update how changes to the Transportation Improvement Program (TIP) are processed. Each resolution was then voted on separately.

- **Resolution #26-04:** Amend *Engage NWI*; Updates how NIRPC engages with the public and stakeholders. *Engage NWI* currently contains the definitions and thresholds for TIP revisions; the amendment removes those definitions and thresholds.
- **Resolution #26-05;** Incorporates the revised definitions and thresholds for amendments and administrative modifications directly into the TIP document.

When NIRPC completed its federal certification review and received the final report in November 2025, the federal review team recommended that the TIP document include the thresholds that distinguish an administrative modification from an amendment. An amendment is a significant change requiring public comment and Commission approval. An administrative modification is a minor change that does not require public comment and can be approved administratively. The federal review also noted that NIRPC's modification thresholds differ from those used by INDOT for changes to the State Transportation Improvement Program (STIP), which can delay processing of their project changes. NIRPC recognized the need to update cost-change criteria within the TIP to reflect costs that have increased due to inflation. Currently, any project cost change exceeding \$100,000 is classified as an amendment; changes under this threshold are an administrative modification. Tom explained that the proposed changes clarify definitions and revise the thresholds. Resolution #26-04 removes these definitions from *Engage NWI*, and Resolution #26-05 places them in the TIP document.

The Transportation Resources Oversight Committee (TROC) voted to recommend these thresholds to the Transportation Committee at their meeting on January 21, 2026, suggesting these thresholds be reviewed every two years and that a list of completed administrative modifications be provided to the Transportation Committee at each meeting. The Transportation Committee recommended approval of both resolutions at their meeting on March 3, 2026. On motion by Jim Ton, seconded by David Phelps, the Executive Board approved Resolution #26-04. On motion by David Phelps and seconded by Bill Emerson, the Executive Board approved Resolution #26-05.

#### **INDOT – Adam Parkhouse**

Adam Parkhouse reported that the environmental document for the Flex Road project was approved in February. The Flex Road project is scheduled for completion in 2029. The freeze/thaw road conditions have created many problems and potholes, which can be reported on INDOT's website at [855-INDOT4u](https://www.in.gov/indot/41378). The 112<sup>th</sup> Purdue Road School was held this week.

#### **Economy & Place** – George Topoll, Union Township

George Topoll reported that the next Economy & Place has not been scheduled yet.

#### **Environment** – Bill Emerson

Bill Emerson reported that the next Environment meeting is scheduled for May 7.

#### **Other Business**

Jim Ton commended Ty Warner for handling a very difficult, hard-to-approach subject of attendance, and he appreciated his leadership skills.

## **Announcements**

John Matwyszyn reported that Governor Braun announced the availability of \$1 billion to enhance the Agricultural Biology industry and related areas. The objective is to increase participation in this industry by 100,000 people. Bob Carnahan shared that the Cedar Lake Town Council is concerned about the number of Illinois-registered vehicles whose owners are living in Cedar Lake. Austin Bonta discussed the Wheels Tax in Portage and efforts to explore ways it could potentially be connected to utilities.

Ty Warner concluded the meeting by noting that the Northwest Indiana Times began their annual Progress edition cycle last Sunday, and that copies of the guest article he was invited to write were available in the lobby. Times staff also wrote an extensive article in that edition covering NIRPC's role in developing the Marquette Greenway trail. He also announced that Lisa Rosenkranz would be stepping down from the Executive Board while continuing to serve on the Commission, and that Joe Haney has been nominated as the La Porte County Representative. Ty thanked Fluid Coffee Roasters for providing the coffee at today's meeting

Hearing no other business, Wendy Mis adjourned the meeting at 10:31 a.m. The next meeting will be a Full Commission meeting on April 16, 2026. The remaining Full Commission meetings for 2026 are scheduled for July 17 and November 10.

*The livestream video recording for this meeting is available on NIRPC's YouTube Channel at [March 19, 2026 Commission Meeting](#).*

**RECOMMENDATIONS OF THE NOMINATING COMMITTEE**  
(WENDY MIS, AUSTIN BONTA, DENISE EBERT, DAVID PHELPS)  
**FOR THE**  
**EXECUTIVE BOARD OF NIRPC**

CHAIRPERSON	Austin Bonta (Porter County)
VICE CHAIRPERSON	Denise Ebert (La Porte County)
SECRETARY	David Phelps (Porter County)
TREASURER	Bill Emerson (Lake County)
EXECUTIVE BOARD (LAKE COUNTY)	Tom Schmitt (Schererville) Wendy Mis (Munster)*
EXECUTIVE BOARD (LA PORTE COUNTY)	Joe Haney (County Commissioner) Courtney Parthun (La Porte)
EXECUTIVE BOARD (PORTER COUNTY)	Jim Ton (Chesterton) Kevin Breitzke (County Surveyor)
GOVERNOR'S APPOINTEE	Tony Ferraro

*\*Immediate Past Chair*

# **Procurement Recommendations**

## **April 16, 2026**

### **Three (3) Replacement Vehicles**

- Purchase of:
  - Three (3) vehicle replacements for Opportunity Enterprises - \$284,456.00
- The vehicles being replaced will have met their useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2024-009** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicles not to exceed \$227,565.00 in federal funds.

### **Five (5) Replacement Vehicles**

- Purchase of:
  - Five (5) vehicle replacements for Porter County Aging Community Services - \$383,029.00
- The vehicles being replaced will have met their useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2024-009** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicles not to exceed \$206,423.00 in federal funds.

### **One (1) Replacement Vehicle**

- Purchase of:
  - One (1) vehicle replacement for Lake County Community Services - \$187,790.00
- The vehicle being replaced will have met its useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2024-009** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicle not to exceed \$150,232.00 in federal funds.

### **Five (5) Replacement Vehicles**

- Purchase of:
  - Five (5) vehicle replacements for Lake County Community Services - \$740,265.00
- The vehicles being replaced will have met their useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2024-014** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicles not to exceed \$592,212.00 in federal funds.

### **Two (2) Replacement Vehicles**

- Purchase of:
  - Two (2) vehicle replacements for LaPorte TransPorte - \$29,058.00
- The vehicles being replaced will have met their useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2024-014** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicles not to exceed \$23,246.00 in federal funds.

### **Two (2) Replacement Vehicles**

- Purchase of:
  - Two (2) vehicle replacements for Opportunity Enterprises - \$437,500.00
- The vehicles being replaced will have met their useful life of 4 years or 100,000 miles at the time of delivery.
- Paid with Federal Transit Administration funds (80%) out of grant **IN-2025-023** and local share coming from the above-listed agency.
- Recommendation to approve purchase of replacement vehicles not to exceed \$350,000.00 in federal funds.



## RESOLUTION 26-06

**A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AUTHORIZING THE SUBMITTAL OF AN ECONOMIC DEVELOPMENT ADMINISTRATION FY 2026-2028 PARTNERSHIP PLANNING GRANT APPLICATION TO ADMINISTER THE ECONOMIC DEVELOPMENT DISTRICT**

**April 16, 2026**

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

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

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

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

**WHEREAS**, NIRPC has applied for a FY 2026-2028 Economic Development Administration Partnership Planning grant for up to \$210,000 (Two Hundred and Ten Thousand dollars) in federal funds to assist with the Economic Development District scope of work; and

**WHEREAS**, NIRPC has available as local match a cash sum of \$140,000 (One Hundred and Forty Thousand dollars) in unrestricted, unencumbered, and committed funds during the period of grant performance (7/1/2026 through 6/30/2029).

**NOW, THEREFORE, BE IT RESOLVED**, that the Northwestern Indiana Regional Planning Commission board authorizes NIRPC's Executive Director:

- 1) To apply for and administer the Economic Development Administration grant award;
- 2) To sign related documents on behalf of the organization; and
- 3) To commit up to \$140,000 (One Hundred and Forty Thousand dollars) in local matching funds.

Duly adopted by the Northwestern Indiana Regional Planning Commission on this 16<sup>th</sup> day of April 2026.

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Chairperson

ATTEST:

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Secretary

# **PART I. BASIC AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND CORRADINO LLC FOR THE ROAD SAFETY AUDITS FOR 2026 PROCURED UNDER RFP 26-02.01**

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By agreement entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the Commission, and the Corradino, LLC hereinafter referred to as the Contractor Team, the following is hereby mutually agreed to:

## **1.1 CONSTRUCTION OF AGREEMENT:**

This agreement consists of seven parts: (1) the basic agreement, (2) scope of work, (3) work plan, (4) schedule of fees, (5) project schedule, (6) Federal clauses, and (7) executed certifications. Each of these parts is hereby made a part of this agreement. The Commission shall be governed by and the Contractor Team shall comply with all terms and conditions set forth within all parts of the Agreement.

## **1.2 DESCRIPTION OF SERVICES PROVIDED BY THE CONTRACTOR:**

The Contractor Team shall provide the following: Conduct multiple Road Safety Audits (RSAs) for The Commission's member municipalities. The Commission will manage the contract and the project on behalf of its members. The project will include office meetings and field visits with municipal representatives and the Commission staff, and the development of a final report that includes RSA documents for multiple locations throughout Lake, Porter, and LaPorte counties in Indiana. The project is funded with Federal Highway Safety Improvement Program funds. The Contractor Team shall perform the services in a manner consistent with the degree of skill and care exercised by similar contractors offering like services, to the reasonable satisfaction of the Commission and as provided for in the scope of work and work plan, which is described in **Parts 2 and 3 of this Agreement**.

The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.

## **1.3 COMPENSATION:**

The Contractor Team shall provide the identified goods and services as noted in Parts 2 and 3 of this Agreement, for a cost not to exceed \$77,485.41, as described in **Part 4 of this Agreement**. Payment for services provided by the Contractor Team will be on a reimbursement basis and in accordance with procedures provided for in the **Terms of Agreement section of this Agreement**.

## **1.4 TERMS OF AGREEMENT:**

The Contractor Team shall commence work hereunder on April 20, 2026, and all services must be completed by November 25, 2026, as described in **Part 5 of this Agreement**.

## **1.5 PAYMENT PROCEDURES:**

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

- (A) The Contractor Team shall submit monthly invoices (based on a calendar year) to the Commission, which are sent in the last week of the month for services rendered for that month.
- (B) The Contractor Team shall include on its invoice the amount due in proportion to the percentage of work completed.
- (C) The Contractor Team shall attach copies of invoices from Sub-contractors utilized in conjunction with this Agreement.
- (D) Invoices shall be accompanied by a narrative progress report describing activities that have been performed and for which reimbursement is being claimed.
- (E) Following its approval of the invoice and related materials submitted by the Contractor Team, the Commission shall make payment. Payment will normally be made within thirty days after said approval.
- (F) All invoices shall be submitted to:
  - Accounts Payable
  - Northwestern Indiana Regional Planning Commission
  - 6100 Southport Road
  - Portage, Indiana 46368

**1.6 MODIFICATION PROVISIONS:**

This Agreement shall not be modified except in writing, signed by both parties to this Agreement. Further, the parties hereby agree that the Commission may hereby modify **Parts 2 and 3 of this Agreement** by adding, deleting, or modifying tasks, subtasks, schedules, or the content or quantity of products to be produced by the Contractor Team to the extent that such modifications result in no upward or downward cost adjustment.

**1.7 TERMINATION:**

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

**1.8 INDEMNIFICATION:**

The Contractor Team agrees to indemnify and hold the Commission, its employees, officers, and agents harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against the Commission arising out of Contractor Team’s negligence in the activities to be performed by the Contractor pursuant to the provisions of this agreement.

**1.9 AGREEMENT:**

It is hereby agreed and understood by the party’s signatory hereto that this Agreement becomes executed when the appropriate signatures are affixed hereto and the date of contract award is established as the \_\_\_\_\_, day of April 2026.

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

**CORRADINO, LLC**

**By:**

**By:**

\_\_\_\_\_  
**Tyson Warner  
Executive Director**

\_\_\_\_\_  
**David C. Cleveland  
Vice-President**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**

**Attest:**

\_\_\_\_\_  
**Talaya Jones  
Director of Finance and Contracting Officer**

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## PART II. SCOPE OF WORK

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### 2.1 PROJECT OVERVIEW

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

### 2.2 ROAD SAFETY AUDITS SCOPE OF WORK

The Contractor Team will provide Road Safety Audits (RSAs) services for the Commission and its members.

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

#### Task 1: Project Management Plan and Kickoff

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

#### Task 2: Background Data and Preliminary Findings

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

#### Task 3: Working Session

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

#### Task 4: Field Visit

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

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

**Task 5: Final Report**

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

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

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## PART III. WORK PLAN

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## PROJECT APPROACH

Corradino had the pleasure of working with the Northwestern Indiana Regional Planning Commission (NIRPC) on the 2024-2025 Safety Study, developing 16 roadway safety audits (RSAs) across 11 cities and towns in Northwest Indiana. During that time, Corradino had the opportunity to meet with LPA staff, local law enforcement, and the general public to listen to their concerns and collaboratively identify solutions to improve safety at key intersections in their communities. From that experience, our team understood that there is no “one size fits all” solution for each RSA. Every location has unique characteristics that require a multidisciplinary approach to understand each community’s needs, identify potential solutions, and build stakeholder consensus for near- and long-term safety improvements.

**Corradino accomplishes this by implementing a five-step project approach to develop a safety study. These steps include:**



## PROJECT MANAGEMENT & KICKOFF

The Project Management Plan (PMP) is the first step to successfully develop NIRPC’s 2026 Safety Study. It will provide a clear roadmap outlining the project schedule, necessary data transfers, project coordination, communication throughout the project, and essential administrative tasks. The PMP will ensure that all project aspects align with NIRPC’s goals and objectives for the 2026 Safety Study. Additionally, the PMP will outline Corradino’s Quality-Control, Quality Assurance procedures. This way we can ensure all documents submitted to NIRPC are reviewed thoroughly by our team’s PIC and PM to improve accuracy while keeping the project on schedule.

In addition to the PMP, Corradino will host a kickoff meeting to review and finalize the PMP with NIRPC staff and then hold routine coordination meetings throughout the project to ensure it stays on schedule. For the past RSA project with NIRPC, Corradino prepared a written document outlining the project management process, a project schedule, and meeting minutes for the kickoff meeting and coordination meetings. Corradino will provide these resources again.



## BACKGROUND DATA & PRELIMINARY FINDINGS

Corradino understands that NIRPC will host a Call for LPAs to apply for RSAs within their community. A lesson Corradino learned in the first year of working on NIRPC’s 2024-2025 Safety Study was that not every location submitted in the Call for RSA Applications has a significant crash history. Some locations submitted for RSAs had concerns related to traffic capacity or improving connectivity along a community’s active transportation network. While other proposed locations were adjacent to an ongoing roadway construction project that will impact the results of a safety analysis. This is why, in the second year of the project, Corradino & NIRPC decided to review the applications and conduct a high-level screening of the sites to create a safety-based priority list. This process, in collaboration with NIRPC staff, ensured that each location studied met the Safety Study’s goals before beginning in-depth data analysis. This approach in the second year of the 2024-2025 Safety Study was successful, and Corradino proposes using a similar approach for the 2026 Safety Study.

## DATA COLLECTION & ANALYSIS

Corradino will spend a significant amount of time on the Data Collection and Analysis step of the project. Our team must be thorough during this step to identify and share meaningful results with NIRPC, LPAs, and local law enforcement during working sessions and field checks. This is because the key to this project’s success is building consensus with stakeholders. Consensus is what transitions an RSA into a project that can be funded and constructed, and begin to improve safety along the roadway. This is what Corradino strives to accomplish for every location studied. Corradino uses a two-step data collection and analysis process, which include:

### TWO-STEP DATA COLLECTION & ANALYSIS



#### STEP 1 CRASH DATA COLLECTION & ANALYSIS

Corradino will access police reports and collision diagrams from ARIES. These reports and diagrams are valuable for understanding the magnitude of the crash history at any location. For every project, Corradino’s team will:

- Collect crash data either from NIRPC or from the ARIES database directly.
- Validate all crashes are accurately located within the study area.
- Confirm the manner of collision and crash severity accurately reflects what was written in the Police Officer’s narrative.
- Summarize the data and generate collision diagrams.
- Conduct RoadHAT 4.1 to determine crash frequency (lcf) and severity (lcc).
- Summarize the results and identify safety countermeasures.










#### STEP 2 TRAFFIC DATA ANALYSIS

Traffic capacity at an intersection or corridor can determine which safety countermeasures are feasible to implement. Corradino will:

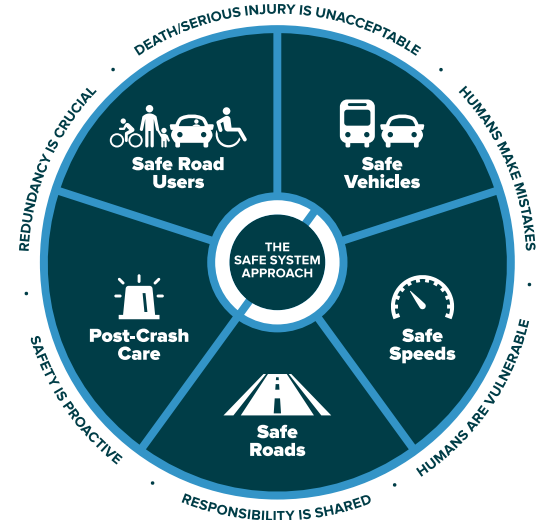
- Obtain MioVision turning movement counts from NIRPC.
- Develop an existing conditions and future no-build traffic scenario with a set annual growth rate and design year agreed upon by NIRPC staff.
- Follow the Capacity Analysis Procedures Document created by INDOT by using HCS, Synchro, and Sidra to conduct the traffic analysis.

Corradino will also utilize resources such as FHWA’s Safe System Approach & INDOT’s Intersection Decision Guide to screen potential countermeasures that align with identified safety concerns and traffic capacity needs during the two-step process.

STUDY LOCATION	ELEMENTS OF THE SAFE SYSTEM APPROACH (See figure on right)
Roadway Type	
Posted Speed vs Observed Speeds	
History of Fatal & Injury Related Crashes	
Bicycle & Pedestrian Accessibility	
Existing Traffic Patterns and Future Growth	
Right of Way Constraints	
Emergency Signal Preemption Technology for First Responders?	

### Elements of the Safe System Approach

Image Source: FHWA



## NEAR MISS ANALYSIS

In addition to crash and traffic data collection and analysis, Corradino proposes conducting a Near Miss Analysis for RSA locations with potentially large numbers of pedestrians and/or bicyclists in the study area. Locations Corradino recommends for conducting a Near Miss Analysis include intersections adjacent to schools, trails, parks, or other public facilities that may experience above-average bicycle or pedestrian traffic. There may not be a significant history of pedestrians or bicyclists being struck by a vehicle at an intersection, but there may be evidence of pedestrians and bicyclists nearly struck by a vehicle.

How Corradino will conduct a Near Miss Analysis is first identify a location where pedestrians and bicyclists may be most active, use the MioVision camera footage collected for the traffic analysis, and screen the footage to determine how many pedestrians and bicyclists navigated the intersections and how many times they were nearly struck by a vehicle. The results of this analysis will be included in the crash data analysis and will help identify countermeasures to improve safety across all modes of transportation.



## WORKING SESSIONS – PRELIMINARY FINDINGS

Corradino will host a series of working sessions with the LPAs. These working sessions will be held either in person at NIRPC’s offices or virtually, based on what is most convenient for NIRPC staff and representatives from the LPAs and their local law enforcement. The purpose of these working sessions is to share preliminary findings from the crash data, traffic, and near miss analyses; listen to the LPAs and local law enforcement to gain their first-hand knowledge of the location; and collaboratively begin identifying near-term countermeasures and potential long-term infrastructure improvements. What Corradino hopes for, and has been successful in the past in doing, is to come away from these conversations with a list of ideas to test before meeting with the LPAs and local law enforcement again during the field check.

Corradino will produce an agenda, meeting materials, and summary minutes for each working session. Corradino will also distribute the agendas and meeting minutes to NIRPC staff and each LPA for review and comments before advancing to the next steps in the RSA process.

## PRELIMINARY FINDINGS REPORT

Each preliminary findings report will outline the methodology used for the crash data, traffic, and near miss analyses, and summarize notable trends to help identify potential safety countermeasures. NIRPC staff will review a draft of each preliminary findings report before sharing it with the LPAs for their comments. The Preliminary Findings Reports for each RSA site will be used as a guide for conversations with NIRPC staff, LPAs, and local law enforcement to identify potential countermeasures to test before hosting a field visit.

## FIELD VISIT

Corradino’s goal for every field check is to come prepared to build consensus on recommended alternatives. Corradino was successful at building consensus with stakeholders during field checks because of our four-step approach, which includes:

1. Reiterating the results from the Preliminary Findings Report.
2. Sharing test results for safety improvements identified during the working sessions.
3. Observing the traffic patterns in real-time and the status of existing roadway, bicycle, and pedestrian infrastructure.
4. Collaboratively identifying near-term and long-term safety improvements based on the data and observed traffic conditions.

Corradino will summarize all comments from the field checks and draft field check minutes. The field check minutes will be shared with NIRPC staff and the LPAs to provide comments. Once the field check minutes are finalized, they will be used as a guide for drafting recommended alternatives for the RSA report.



## RSA REPORTS

Corradino will draft a RSA report for each study location. Each RSA report will include the following:

1. An Abbreviated Engineering Assessment summarizing the results of the project.
2. A Preliminary Findings Report.
3. Traffic turning movement counts.
4. Data sheets generated from the traffic analysis.
5. Cost Estimates & Schematics of the recommended improvements.
6. Benefit-Cost Ratio Analysis for long-term recommended improvements.

These RSAs will be shared with NIRPC staff and the LPAs for review before submission to the final Study.

### Lake County RSA - Long-Term Recommended Alternative



## FINAL SAFETY STUDY REPORT

As completed for NIRPC's 2024-2025 Safety Study, Corradino will draft a 2026 Safety Study that includes an executive summary and a map of all locations analyzed. The PMP, kickoff meeting, and coordination meeting minutes, and each of the RSAs, will be attached to the executive summary as appendices. The safety study will be shared with NIRPC staff for review on the assigned due date listed in the project management plan, and then finalized based on the comments provided.

## PART IV. SHCEDULE OF FEES

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2026 NIRPC SAFETY STUDY FEE ESTIMATE						
Work Item	Sr. Project Manager - Engineering	Professional Engineer	Senior Planner	Engineer	Total Hours	Sub-total
	\$321.23	\$147.74	\$142.90	\$121.12		
1a   Project Management Plan	1		5		6	\$1,035.73
1b   Kickoff & Coordination Meetings	2		10		12	\$2,071.46
2   Background Data & Preliminary Findings	7		45	40	92	\$13,523.91
3a   Working Sessions	0		30		30	\$4,287.00
3b   Preliminary Findings Report			40		40	\$5,716.00
4a   Field Visits	8	15	30		53	\$9,072.94
4b   Roadway Safety Audits	7	115	20	110	252	\$35,419.91
5   Final Report	2		40		42	\$6,358.46
<b>TOTAL HOURS</b>	<b>27</b>	<b>130</b>	<b>220</b>	<b>150</b>	<b>527</b>	
<b>TOTAL COST</b>	<b>\$8,673.21</b>	<b>\$19,206.20</b>	<b>\$31,438.00</b>	<b>\$18,168.00</b>	<b>\$ -</b>	<b>\$77,485.41</b>

Direct Expense Costs: Direct expenses such as mileage and travel expenses will not be charged on this project.

Note: Classification Rates are based on current INDOT-approved certified payroll and assumes a 15% profit.

<b>Total NIRPC Budget</b>	<b>\$77,500.00</b>
<b>Estimated Fee</b>	<b>\$77,485.41</b>
<b>Cost Per RSA</b>	<b>\$11,000.00</b>
<b>Number of RSAs</b>	<b>7.044</b>
<b>Say</b>	<b>7 RSAs</b>



David C. Cleveland  
2/13/2026

## PART V. PROJECT SCHEDULE

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PROJECT SCHEDULE: 4/20/2026 - 11/25/2026									
Tasks	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1a   Project Management Plan	▲								
1b   Kickoff & Coordination Meetings	▲								
2   Background Data & Preliminary Findings			▲						
3a   Working Sessions			▲						
3b   Preliminary Findings Report			▲						
4a   Field Visits				▲					
4b   Roadway Safety Audits				▲					
5   Final Report								▲	

## PART VI. FEDERAL CLAUSES

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### GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FHWA CONTRACTS

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

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

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

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

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

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

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

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

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

#### 1.6. Compliance with Laws.

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

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

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

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

G. As required by IC §5-22-3-7:

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

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

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

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

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

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

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

- (2) The CONTRACTOR and any principals of the CONTRACTOR certify that an affiliate or principal of the CONTRACTOR and any agent acting on behalf of the CONTRACTOR or on behalf of an affiliate or principal of the CONTRACTOR, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

**1.7. Debarment and Suspension.**

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

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

**1.8. Drug-Free Workplace Certification.**

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the

penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Commission in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

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

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

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

**1.16. Non-Discrimination.**

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

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

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

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

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

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

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

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

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

the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

**1.18. Public Record.** The CONTRACTOR acknowledges that the Commission will not treat this Agreement as containing confidential information.

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

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

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

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

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

The CONTRACTOR, and any sub recipient or SUB-CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

**1.24. Conservation.** In carrying out this agreement, the CONTRACTOR agrees to comply with the requirements of mandatory standards as contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163,89 Statutes 871).

**1.25. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000).** In carrying out this agreement, the CONTRACTOR agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by grantees and subgrantees. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

**1.26. Copyright and Patent Rights.** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. FHWA, INDOT, and the Commission shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**1.27. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611).** The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving funds from the Federal Highway Administration (FHWA);

- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, or has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with FHWA funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to FHWA-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FHWA-assisted activity, or with respect to the proceeds from the FHWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**1.28. Remedies/Sanctions or Breach of Contract Terms.** Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

**1.29. Termination of Contract for Cause – 24 CFR 85.43 (All Contracts in Excess of \$10,000).** If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

**1.30. Termination for Convenience – 24 CFR 85.44 (All Contracts in Excess of \$10,000).** The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days-notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**Changes to Contract.** The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

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

[remainder of page intentionally left blank]

## **PART VII. EXECUTED CERTIFICATIONS**

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- Compliance with Federal Requirements
- Compliance with Debarment and Suspension
- Certifications Regarding Lobbying
- Non-Collusion Affidavit
- No Investment in Iran
- Employment Eligibility Verification

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## 5.1. Compliance With Federal Requirements

### CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

James Mark Rinehart, RSP<sub>1</sub> (Corradino LLC) (Proposer) certifies that it can comply with the Federal requirements and conditions as outlined in this document.

  
\_\_\_\_\_

**Signature**

Project Manager  
\_\_\_\_\_

**Title**

2/13/2026  
\_\_\_\_\_

**Date**

## 5.2 Compliance With Debarment and Suspension

### CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS

(Contractors that apply or bid for an award of \$25,000 or more must file the required certification)

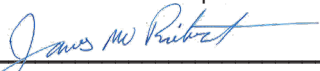
In regard to 2 CFR Part 180 and Executive Order 12549 and 12689

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 12689 [2 CFR Part 180]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

**Pursuant to the above instructions:**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 C.F.R. 180] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Proposer's Authorized Official

James Mark Rinehart, RSP<sub>1</sub> - Project Manager

Name and Title of Proposer's Authorized Official

2/13/2026

Date

## 5.3 Certification Regarding Lobbying

### CERTIFICATION REGARDING LOBBYING

#### 2 CFR Part 200 - Appendix II

#### Certification For Contracts, Grants, Loans, And Cooperative Agreements

(Contractors that apply or bid for an award of \$100,000 or more must file the required certification)

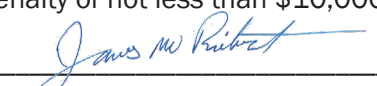
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

  
\_\_\_\_\_  
James Mark Rinehart, RSP<sub>1</sub> - Project Manager

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
2/13/2026

Date


## 5.4 Non-Collusion Affidavit

### NON-COLLUSION AFFIDAVIT

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

James Mark Rinehart, RSP<sub>1</sub> - Project Manager

\_\_\_\_\_  
Printed Name of Proposer

  
\_\_\_\_\_  
Signature of Proposer

2/13/2026

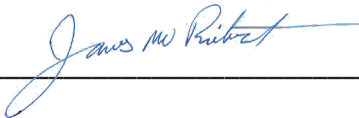
\_\_\_\_\_  
Date

## 5.5 No Investment in Iran

### CERTIFICATION IN NO INVESTMENT IN IRAN

As required by IC 5-22- 16.5, Contractor certified that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

Contractor

Signed: 

Printed Name: James Mark Rinehart, RSP<sub>1</sub>

Title: Project Manager

## 5.6 Employment Eligibility Verification

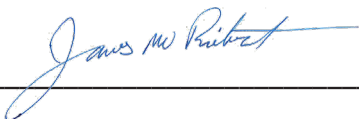
### EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the Federal E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall require its subcontractors, who perform work under this contract, to certify to the Commission that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of this agreement with the Commission and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The Commission may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Commission.

Contractor

Signed:  \_\_\_\_\_

Printed Name: James Mark Rinehart, RSP<sub>1</sub>

Title: Project Manager

Date: 2/13/2026

Transportation Committee  
NIRPC Lake Michigan Room  
March 3, 2026  
Minutes

Kevin Breitzke called the meeting to order at 10:05 a.m. with the Pledge of Allegiance. The voting members in attendance were Kevin Breitzke, Dean Button (Hammond), Bob Thompson (Valparaiso Transit), Mark O'Dell (Chesterton), David Wright (GPTC), Jeff Huet (Schererville), and Max Rehlander (Valparaiso).

Also in attendance were Ryan Lisek (DCI), Kelly Wenger (NICTD), Michele Murday Pariso (NWI Forum), Jake Dammarell (BF&S), Alex Olesker (BF&S), Scott Pruitt (First Group), Melody Shreves (INDOT), Noelle Bayer (INDOT), Greg Falkowski (Crown Point), and Beth Shrader (SEH).

NIRPC staff present: Tom Vander Woude, Meredith Stilwell, Candice Eklund, Grace Benninger, Mitch Barloga, Stephen Hughes, Ishan Parekh, Kathy Luther, and Scott Weber.

1.1. Call to Order

Chair Kevin Breitzke called the meeting to order and led the Pledge of Allegiance.

1.2. Approval of Minutes

Minutes from February 3, 2026, were reviewed.

Motion to approve: Dean Button

Second: Max Rehlander

Motion carried unanimously.

2. Public Comment

No public comment submitted.

3. Planning

3.1. Presentation: Gary Elevated Trail

Presenter: Mitch Barloga

Mitch Barloga presented an overview of the proposed Gary Elevated Trail project. The project would convert an abandoned elevated rail corridor in Gary into a multi-use trail for bicyclists and pedestrians. Mr. Barloga noted that the project is envisioned as part of the Marquette Greenway, a regional trail corridor connecting communities along Lake Michigan.

Mr. Barloga provided background on the project, including recent site visits, existing corridor conditions, and potential benefits of trail development, such as improved connectivity, recreation opportunities, and economic development. He discussed the possibility of repurposing existing rail bridges and elevated structures along the corridor and noted that some infrastructure may be suitable for reuse, while other sections may require rehabilitation or replacement.

Mr. Barloga also described ongoing planning efforts, including collaboration with Purdue University through a student capstone project, which assists with planning concepts and

analysis. The project team is currently evaluating the corridor and identifying potential project deliverables.

During the discussion, Jeff Huet asked about the estimated cost of the project, and Mr. Barloga stated that the preliminary estimate is approximately \$50 million. Questions were also raised regarding property ownership and coordination with relevant agencies. Mr. Barloga provided clarification regarding ownership and ongoing coordination efforts. Kevin Breitzke commented on potential coordination with the National Park Service and other partners as the project moves forward.

### 3.2 Public Comment Report for Resolution #26-04: Amending Engage NWI

Presenter: Stephen Hughes

Stephen Hughes reported that a 45-day public comment period was conducted regarding proposed amendments to Engage NWI, NIRPC's Public Participation Plan. One public comment was received and included in the meeting packet, which was concerned about ease of access to information. Staff replied to the comment, stating that moving the definitions and thresholds to the TIP will be more accessible to the public than before. Staff determined that the comment did not raise substantial issues requiring an additional comment period.

Mr. Hughes noted that the proposed amendment primarily involves relocating certain definitions and thresholds (that determine if a change is an amendment to the TIP which requires public comment, air quality consultation, and commission approval, or an Administrative Modification, that can be completed by staff without public comment or air quality consultation) from the Engage NWI document to the Transportation Improvement Program (TIP) documentation.

Mr. Hughes clarified that he combined the agenda items 3.2 and 3.3 as they are related. Mr. Vander Woude elaborated that this and the following resolution are linked, as moving the definitions requires amending the public participation plan to remove the definitions, and amending the TIP to add those definitions there.

Mr. Breitzke emphasizes that this is necessary and is recommended by the regulators.

### 3.3 Resolution #26-04: Amending Engage NWI

Presenter: Stephen Hughes

Motion to recommend approval: Jeff Huet

Second: Bob Thompson

Motion carried.

## 4. Programming

### 4.1 Public Comment Report for the FY 2026-2030 Transportation Improvement Program Amendment 26-05– Charles Bradsky (Presented by Tom Vander Woude)

Tom Vander Woude presented the public comment report for TIP Amendment 26-05 that will add the previously mentioned definitions and thresholds from the public participation plan to the TIP. A public comment period was held from February 4 through February 25, 2026. One public comment was received and was included in the meeting packet. The comment was related to pedestrian and cyclist infrastructure that she would like to see in Munster.

Staff responded to the comment, saying it is not related to this amendment, and forwarded the comment to the town of Munster. Staff also sent this amendment to the interagency consultation group to ensure there is no effect on air quality conformity, and it was determined that this is an administrative modification.

#### 4.2 Resolution #26-05: FY 2026-2030 Transportation Improvement Program Amendment 26-05 – Charles Bradsky (Presented by Tom Vander Woude)

Tom Vander Woude reiterated that this two-fold process of moving some definitions and thresholds (that determine if a change is considered a TIP amendment or an administrative modification) from Engage NWI (public participation plan) to Invest NWI (TIP) was recommended during NIRPC's federal certification review by USDOT. Another recommendation from USDOT specified that NIRPC's definitions and thresholds should be identical for both local and state-level projects, as different definitions can create inefficiencies and delays, as the amendment process is much lengthier than an administrative modification. In addition, staff plans to update the region's cost change thresholds to reflect current pricing and correct some ambiguity in the definitions. The main element of the definition that will change is the \$100,000 cost threshold. The normal amendment will now be called a Formal Amendment, with the main changes regarding cost threshold defined in the Cost Change Threshold Table (same as INDOT) and a change of years for air quality analysis. This will reduce ambiguity in distinguishing between TIP amendments and administrative modifications and improve consistency with federal and state agency guidance.

Motion to recommend approval: Jeff Huet

Second: Mark O'Dell

Motion carried unanimously.

During the discussion, Kelley Wenger asked a question about whether these new cost change thresholds are the same as INDOT's that are used in the STIP to determine if a change is an administrative modification or an amendment, and Mr. Vander Woude confirmed that this is correct.

#### 4.3 FY 2026-2030 Transportation Improvement Program Administrative Modification #26-20 and #26-21 – Charles Bradsky (Presented by Tom Vander Woude)

During the last TROC meeting, it was recommended that staff provide a report of all the administrative modifications that were completed over the last month. Therefore, going forward, this report will be included in the agenda packet of future meetings. The electronic version of the agenda will have the detailed report.

### 5. Reports from Planning Partners

#### 5.1 Drive Clean Indiana

Ryan Lisek announced that there is a funding opportunity (total \$1 million, and a maximum of \$200,000 per application) from the Indiana Office of Energy Development (as shown in handouts), and the applications are due April 5<sup>th</sup>. This funding can be used for energy planning, energy efficiency audits, building updates, electric transportation infrastructure, and workforce development. Drive Clean Indiana has their annual conference coming up on March 11<sup>th</sup>.

## 6. Other Business, Staff Announcements, and Upcoming Meetings

### 6.1. Acceptance of Committee Appointments

### 6.2. Staff Updates and Announcements

Kathy Luther announced that NIRPC and some other partners (funded by the Lake Michigan Coastal Program) are offering technical assistance to local governments for grant writing/proposals for projects that improve natural resources and resiliency in Northwest Indiana. An interest form can be filled out on the [website](#) to participate.

### 6.3. Upcoming NIRPC Meetings:

- NIRPC Executive Board – March 19, 2026, at 9:00 a.m.

## 7. Next Meeting

The next Transportation Committee meeting is scheduled for Tuesday, April 7, 2026, at 10:00 a.m. at NIRPC offices.

During the discussion, Dean Button expressed frustration that a local rail project had not yet been included in the Transportation Improvement Program, noting that the delay in the amendment process has prevented progress on the project. Mr. Vander Woude explained that a discrepancy in a state project led Federal Highway to return the STIP to INDOT for correction, and due to staff shortage at both INDOT and Federal Highway, there is a delay. Mr. Vander Woude emphasized that the amendment in the current TIP thresholds and definitions to have more flexibility with administrative modifications would greatly help with similar issues, as administrative modifications move significantly faster than amendments.

## Adjournment

Motion to adjourn: David Wright

Second: Dean Button

Meeting adjourned at 11:09 a.m.



## MEMORANDUM

**To:** Transportation Committee

**From:** Tom Vander Woude, Director of Transportation

**Date:** March 27, 2026

**Re:** Adoption of FY 2027-2028 Unified Planning Work Program

**Action Requested:** Recommendation to the Full Commission/Executive Board to approve the FY 2027-2028 UPWP by adopting Resolution 26-07

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### Background

Northwestern Indiana Regional Planning Commission, as the federally designated and federally funded Metropolitan Planning Organization (MPO) for Northwest Indiana, is required to annually develop a Unified Planning Work Program (UPWP). The UPWP serves as the following:

- The federally- and state-approved work plan for MPO staff
- The program of planning tasks over next fiscal year (State calendar from July 1 to June 30)
- A financial planning document linking staff activities to funding sources.

In Indiana, each MPO adopts a two-year UPWP every other year with a major amendment occurring in the off years, which allows for continuity in planning activities across fiscal years.

The UPWP reflects local and regional concerns by addressing major surface transportation issues facing Northwest Indiana and by implementing policies and strategies identified in NIRPC's long-range plan *NWI 2050+*. It also addresses priorities and requirements of federal funding agencies, including the requirements of transportation funding legislation (currently the Infrastructure Investment and Jobs Act) and federal Planning Emphasis Areas (PEAs) which are issued annually by the US Department of Transportation at both the national and state division level. USDOT did not issue PEAs for FY 27.

The FY 2027-2028 UPWP does not differ significantly from FY 2026 UPWP adopted in May 2026. Most work elements are ongoing activities performed by NIRPC staff. This includes administration of the agency's work program and reporting requirements, management of the transportation improvement program, staffing of committees, ongoing transit coordination, bike-ped planning, data collection and analysis, and land use planning.

During FY 2027, these recurring work tasks will be oriented around the development of the Metropolitan Transportation Plan (MTP) update, expected to be presented for adoption by the end of the fiscal year.

## Organization and Budget

The UPWP is organized into the following sections, each of which incorporates the local, state, and national priorities into the core duties of the MPO:

- 100: Administration
- 200: Data Collection & Analysis
- 300: Short-Range Planning
- 400: Long-Range Planning
- 500: Multi-Modal Planning
- 600: Special Planning Activities
- 700: FTA Sub-Recipient Oversight

The UPWP is funded primarily by Federal Metropolitan Planning (PL) and Sec. 5303 transit planning funds. In FY 2027, the UPWP PL/5303 budget is \$2,026,439, 80% of which is federal PL/5303 funds and 20% is the required local match. The PL/5303 funds are distributed through the Indiana Department of Transportation (INDOT) to NIRPC according to a formula adopted by the Indiana MPO Council with concurrence from INDOT, FHWA, and FTA. A new formula was adopted in 2024 that reduced NIRPC's proportion of the overall statewide funding. Under the revised formula, and because of a reduced apportionment to the state, NIRPC's federal funding decreased by \$221,687 from FY 26 to FY 27. The available FY 28 federal funding shown in the UPWP is identical to that of FY 27 because those numbers will not be available until late 2026 or early 2027, at which time the FY 28 update will be prepared.

A summary of the FY 27 budget is shown in the chart below:

FY 2027 PL Funding Only- NIRPC UPWP Budget Summary						
UPWP Section	Task Group Name	Funding Source	Federal Share (FY 2027)	Non-Federal Share (FY 2027)	Total Costs (FY 2027)	
100	Administration & Public Participation	PL/5303 (INDOT)	\$382,600	\$95,650	\$478,250	*
200	Data Collection & Analysis		\$199,670	\$49,918	\$249,588	**
300	Short-Range Planning		\$245,748	\$61,437	\$307,185	**
400	Long-Range Planning		\$430,059	\$107,515	\$537,574	**
500	Multi-Modal Planning		\$261,107	\$65,277	\$326,384	**
500- Y410***	Multi-Modal Planning 2.5% Complete Streets Set Aside		\$40,529	\$10,132	\$50,661	***
600	Special Planning Activities		\$61,437	\$15,359	\$76,796	**
<b>PL/5303 Total</b>	<b>TOTAL</b>			<b>\$1,621,151</b>	<b>\$405,288</b>	<b>\$2,026,439</b>
*PL/5303 Non-Salary direct expenses such as travel, copies and printing for all task groups are budgeted under 100						
**Non-Federal Cash Match to be funded by NIRPC and participating LPAs						
*** Complete Street Planning Activities- Increasing Safe and Accessible Transportation Options						

All FY 27 PL funds are budgeted for staff and overhead, though there are carryover funds from previous fiscal years set aside for consultant services for *Sensible Tools Handbook+* workshops and for a Local Technical Assistance program to fund local planning projects.

In addition to the PL/5303 funds, NIRPC has the option to transfer or “flex” funds from its Transportation Improvement Program into its planning program for specific purposes. As in previous years, NIRPC plans to flex Congestion Mitigation and Air Quality (CMAQ) funds to cover its Air Quality Education program, Surface Transportation Block Grant (STBG) funds to cover the costs of the R-TIP programming software, and Highway Safety Improvement Program (HSIP) funds to cover a consultant contract for Road Safety Audits (RSAs) in partnership with local governments.

IN FY27, the STBG transfer will increase in accordance with the annual cost increases in NIRPC’s contract with EcoInteractive. The HSIP transfer will double from \$77,500 to \$155,000, which is two years’ worth of funds. Consolidating this transfer into a single year guarantees availability of funds for a two-year contract for the completion of RSAs. NIRPC will spend the funds over FY 27 and FY 28 and will not need to transfer funds for RSAs in FY 28, which is reflected in the FY 28 budget.

These are shown in the chart below:

<b>FY 2027 Flex Funding Only - NIRPC UPWP Budget Summary</b>						
<b>UPWP Section</b>	<b>Task Group Name</b>	<b>Funding Source</b>	<b>Federal Share (FY 2027)</b>	<b>Non-Federal Share (FY 2027)</b>	<b>Total Costs (FY 2027)</b>	
300	Short-Range Planning	STBG	\$46,107	\$11,527	\$57,634	*
600A	Special Planning Activities	HSIP - Sec. 164	\$155,000	\$0	\$155,000	**
600B	Air Quality Public Education	CMAQ (INDOT)	\$378,000	\$94,500	\$472,500	***
<b>Total</b>			<b>\$579,107</b>	<b>\$106,027</b>	<b>\$685,134</b>	
*Non-Federal Cash Match to be funded by NIRPC and participating LPAs						
**HSIP Sec. 164 is 100% Federal						
*** Non-Federal Cash Match contributed by South Shores Clean Cities (aka Drive Clean Indiana), Partners for Clean Air, Private Bike-Map Sponsors.						

### **Adoption Process**

NIRPC staff has submitted a draft of this document to INDOT, FHWA, and FTA for review and comment. The timeline for receipt of these comments is unknown and may be longer than in past years because of turnover in federal agencies and changes in USDOT priorities. To account for this uncertainty, the adoption resolution includes language granting staff permission to make minor revisions to the UPWP to after adoption as requested by state and federal partners.

Upon approval by the Full Commission/Executive Board, the adopted UPWP will be submitted with the accompanying executed resolution to INDOT, FHWA, and FTA for their final approval, at which time NIRPC and INDOT may execute a grant agreement for the FY 2027 funds.

**Recommendation**

NIRPC staff requests a Transportation Committee recommendation to the Full Commission/Executive Board to approve the FY 2027-2028 UPWP by adopting Resolution 26-07.



**RESOLUTION 26-07**

**A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION TO ADOPT THE FY 2027-2028 UNIFIED PLANNING WORK PROGRAM FOR LAKE, PORTER, AND LA PORTE COUNTIES, INDIANA**

**April 16, 2026**

**WHEREAS**, the Northwestern Indiana Regional Planning Commission, hereafter referred to as “the Commission”, being designated the Metropolitan Planning Organization (MPO) for the Lake, Porter, and La Porte County Metropolitan Planning Area, has established a comprehensive, cooperative, and continuing transportation planning process to develop the FY 2027-2028 Unified Planning Work Program (UPWP); and

**WHEREAS**, the preparation of a UPWP is a necessary and required part of the metropolitan area transportation planning process as specified in 23 CFR 450.314; and by its State statutory authority, the Commission is charged with regional planning responsibility for the environment, economic development, and transportation; and

**WHEREAS**, the FY 2027-2028 UPWP describes those planning activities to be undertaken by the Commission between July 1, 2026, and June 30, 2027, and identifies funding sources necessary to support those planning activities; and

**WHEREAS**, the work tasks described within the Commission’s UPWP are coordinated with the programs and planning emphasis areas of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and significant planning projects in the region by other agencies; and

**WHEREAS**, on April 7, 2026, the Transportation Committee recommended that the Commission approve this UPWP;

**NOW, THEREFORE, BE IT RESOLVED** that the Northwestern Indiana Regional Planning Commission hereby adopts the FY 2027-2028 UPWP and authorizes the Commission and its staff to make minor revisions to the final document after adoption which may be required by the Indiana Department of Transportation, the FHWA, or the FTA for the final approval of this UPWP, and authorizes the Commission and its staff to execute the necessary agreements and contracts with these administrative and funding agencies.

Duly adopted by the Northwestern Indiana Regional Planning Commission this sixteenth day of April 2026.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

Economy & Place Committee  
February 11, 2026  
Meeting Minutes

Chairman George Topoll began the Economy & Place Committee meeting at 10:02 a.m. with the pledge of allegiance and introductions.

Voting members: George Topoll, John Matwyshyn, Lois Whittaker, Andy Vasquez, and Joe Wszolek.

Guests attending: Doug Ross, Michelle Murday Pariso, Gerry White, Quinn Proudler, Kate McGill, Greg Falkowski, A.J. Bytnar, and David Phelps.

NIRPC staff: Eman Ibrahim, Denarie Kane, Tom Vander Woude, and Meredith Stilwell.

Chairman Topoll noted one correction for a misspelling. On motion by John Matwyshyn, seconded by Joe Wszolek, October 8, 2025, minutes were approved with the correction of the misspelling.

Presentation: Gerry White – Office of Community and Rural Affairs (OCRA) Site Certification Program

Gerry White provided an overview of the OCRA Indiana Site Certified Program, which identifies, evaluates, and certifies sites that are ready for economic development. The program helps build a statewide portfolio of high-quality, investment-ready sites and reduces risk by completing due diligence upfront to uncover and address potential site issues. Certified sites are actively promoted to site selectors and businesses considering expansion or relocation, demonstrating community readiness and commitment to economic development.

White explained that the program benefits communities by lowering barriers for developers, accelerating site development, and improving competitiveness in attracting jobs and capital. Additional advantages include enhanced credibility for certified sites, reduced developer risk, and greater potential to attract new investment.

The program includes three certification tiers, each representing a different level of due diligence and site readiness. Communities may select the tier that best aligns with their site characteristics and strategic objectives. White also outlined the application process and post-certification steps.

All contact information and resource links referenced during the presentation are included in the PowerPoint, which will be posted on NIRPC's website.

CEDS Update: Denarie Kane, NIRPC EDD Coordinator

Economic Development District Coordinator Denarie Kane reported that the update to the CEDS awaits review by EDA. She said there is work ongoing associated with business identification for the quantum technology related cluster (refer to CEDS Goal 1). Annie Cruz-Porter at Purdue's Center for Regional Development (PCRD) has been involved in these virtual meetings along with others who can help with NAICS code understanding and business identification. PCRD has been working on the identification of new industry clusters for EDA. Ms. Kane said she will be meeting with LEDOs to also help identify local businesses that can be suppliers to this cluster or benefit from the proximity to quantum technology efforts or needs.

Ms. Kane reminded the committee of the inclusion in the CEDS to "continue to work on the mitigation and remediation of brownfield sites" (refer to CEDS Goal 3). She requested that AJ Bytnar, Director of Economic Development for the Regional Development Authority inform the committee further about a recent grant submission. Mr. Bytnar stated that the RDA had submitted an EPA grant request under the Coalition Assessment category to advance coordinated brownfields assessment, planning, and redevelopment readiness in Lake and Porter counties. NIRPC is part of this Coalition as is the town of Porter, the town of Pines, and the city of Lake Station.

#### Metropolitan Transportation Plan Update: Tom Vander Woude, NIRPC Director of Transportation

NIRPC must update NWI 2050+ by April 2028. This update is planned as a limited update, not a full rewrite. It maintains a 2050 horizon year, the existing goals, vision, and chapter structure. The planning process will include updating all performance measures and data, conducting public engagement, providing stakeholder outreach on implementation progress, updating socioeconomic forecasts, updating the financial plan, and completing the air quality conformity analysis. The focus of the update will be to evaluate progress since NWI 2050+, identify actionable implementation strategies, and prepare a fiscally constrained project list.

#### Land Use & Housing Update: Eman Ibrahim, NIRPC Planning Manager

Eman Ibrahim provided an update on Land Use & Housing, including the status of accessory dwelling units (ADUs) in Northwest Indiana communities and the location of the housing affordability snapshot for 29 communities on the NIRPC website.

Eman also presented on the corridor urbanism concept, which was adopted in the NWI 2050+ to help revitalize urban corridors. The discussion covered the principles and characteristics of corridor urbanism. A case study of Monon Blvd. in Carmel, Indiana, at Midtown Plaza, demonstrated the optimal application of the corridor urbanism concept. She also presented Hohman Avenue in Hammond as an example of corridor urbanism. Hohman Avenue has three Monon Corridor train stations and is about 0.25 mile from the upcoming downtown train station in Hammond. The City of Hammond reconstructed Hohman Ave between Sibley and Douglas streets, realigned Rimbach Street, relocated the rotunda at Rimbach Plaza, and improved parking, walkability, and landscaping. Another candidate corridor for corridor urbanism is Broadway in Gary, Merrillville, Crown Point, and Kennedy in Hammond.

#### Other Business

Tom Vander Woude spoke briefly on the Bridges and Safety Infrastructure for Community Success (BASICS) Act, which is new piece of transportation legislation introduced and supported by the Local Officials in Transportation (LOT) Coalition which is comprised of the National Association of Regional Councils (NARC), the Association of Metropolitan Planning Organizations (AMPO), the National Association of Development Organization (NADO), the National Association of Counties (NACo), the National League of Cities (NLC), and the U.S. Conference of Mayors (USCM).

This legislation primarily addresses transportation funding and amends the existing apportionment section of the Infrastructure Investments and Jobs Act (IIJA). Some of the changes this act would make are shifting funding from the National Highway Performance Program to the more flexible Surface Transportation Program Block Grant Program, increasing the metropolitan planning funds available to Metropolitan Planning Organizations (MPOs), and establishing dedicated funding for aging bridges in need of repair. The legislation would also require that at least 25% of a state's Highway Safety Improvement Program (HSIP) funds be suballocated to regional planning organizations for local projects and would ensure that HSIP-funded state projects are selected in consultation with local MPOs.

Additional provisions would adjust MPO planning funds from an 80/20 federal-local match to a 100% federal share and create a voluntary pathway for MPOs to receive planning funds directly from the U.S. Department of Transportation—streamlining processes for organizations such as NIRPC.

A resolution of support for the BASICS Act is being drafted and will be presented at the February 19, 2026, Commission meeting.

Hearing no further business, the meeting was adjourned at 11:55 a.m. The next Economy & Place Committee meeting is scheduled for April 6, 2026, at the NIRPC offices.