



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

MEETING OF THE EXECUTIVE BOARD NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

September 18, 2025 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 August 21, 2025, Full Commission Meeting (pp. 1-3)
ACTION REQUESTED: Approval
- 6.0 **LEADERSHIP** – Wendy Mis, Munster Clerk-Treasurer (pp. 4-29)
 - 6.1 [Drive Clean Indiana Contract](#) (pp. 7-29)
ACTION REQUESTED: Approval
 - 6.2 [Marquette Greenway Contract](#) (pending legal review and approval of amendment #2 from FHWA)
ACTION REQUESTED: Approval
- 7.0 **TRANSPORTATION** – Kevin Breitzke, Porter County Surveyor (pp. 30-32)
 - 7.1 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
- 8.0 **ECONOMY & PLACE** – George Topoll, Union Township Trustee
- 9.0 **ENVIRONMENT** – Bill Emerson, Lake County Surveyor
 - 9.1 Drive Clean Indiana (DCI) update: *Carl Lisek*, Executive Director
- 10.0 Other Business
- 11.0 Announcements
- 12.0 Adjournment
Adjourn to the [NIRPC Green Fleet National Drive Electric Day](#) event. The next meeting on October 16, 2025, at 9:00 a.m. will be an Executive Board meeting.

NIRPC Full Commission Meeting

6100 Southport Road, Portage, IN

Minutes of the September 18, 2025 Full Commission Meeting

Call to Order

Chair Wendy Mis called the meeting to order at 9:00 a.m. with the Pledge of Allegiance, which was streamed live on YouTube. Wendy Mis requested a moment of silence in honor of Detective Aaron Amptmeyer of St. John. Detective Amptmeyer was a member of the Northwest Indiana Regional SWAT team who sadly passed away

New Appointments to the Commission

Ty Warner announced the appointments to the Commission of Robert Ordway (Governor Appointee), Dwayne Halliburton (City of Gary), and Jimmy Gibson (Town of New Chicago).

Roll Call—Taken by Candice Eklund.

Present

The 31 Commissioners present at the meeting are listed below:

- Jenny Beier, Town of Schneider
- Austin Bonta, City of Portage
- Kevin Breitzke, Porter County Surveyor
- James Burge, Town of Porter
- Robert Carnahan, Town of Cedar Lake
- Jon Costas, City of Valparaiso
- Daina Dumbrys, Town of Michiana Shores
- Bill Emerson, Lake County Surveyor
- Jimmy Gibson, Town of New Chicago
- Dwayne Halliburton, City of Gary
- Christian Hendron, Porter Township Trustee
- Josh Huddlestun, City of Hobart
- Justin Kiel, La Porte County Council
- Colleen Lane, Town of Long Beach
- John Matwyshyn, La Porte County Surveyor
- Jack McGraw, Town of Burns Harbor
- Wendy Mis, Town of Munster
- Angie Nelson Deutch, City of Michigan City
- Robert Ordway, Governor Appointee
- Courtney Parthun, City of La Porte
- David Phelps, Town of Beverly Shores
- Lisa Rosenkranz, Town of LaCrosse
- Warren Schacht, Town of Trail Creek
- Tom Schmitt, Town of Schererville
- Steve Spebar, City of Whiting
- Gerald Swets, Town of St. John
- Mary Tanis, Town of Dyer
- Jim Ton, Town of Chesterton
- George Topoll, Union Township
- Andy Vasquez, Porter County Council
- John Yelkich, Town of Lowell

Adam Parkhouse, representing INDOT, was also present.

Absent

The 19 Commissioners absent from the meeting are listed below:

- Kyle Allen, Lake County Commissioner
- Duane Arndt, Town of Kingsford Heights*
- Thomas Black, Town of Highland
- Bill Carroll, City of Lake Station*
- Tim Clayton, Town of Winfield*
- Denise Ebert, Town of Wanatah
- Connie Gramarossa, La Porte County Commissioner
- Keesha Hardaway, Town of Merrillville
- Bonnie Hawksworth, Town of Dune Acres
- Vanessa Hernandez-Orange, City of East Chicago
- Lori Hunt, Town of Westville
- Scott Kingan, Town of Ogden Dunes
- Peter Land, City of Crown Point
- Tom McDermott, City of Hammond*
- Edward Morales, Porter County Commissioner
- Randall Niemeyer, Lake County Council
- Linda Pompeii, Town of Pottawattomie Park
- Rick Ryfa, Town of Griffith
- CJ Wittmer, Town of Kouts*

*Absent for 3 or more consecutive Commission meetings: see Indiana Code 36-7-7.6-5 (h).

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

Staff present included Ty Warner, Tom Vander Woude, Kathy Luther, Stephen Hughes, Scott Weber, Charles Bradsky, Lisa Todd, Denarie Kane, Meredith Stilwell, and Candice Eklund.

Ty Warner made the following announcements:

- The workshop with the Indiana Office of Technology (IOT) will immediately follow this meeting.
- Thanked John Yelkich for his services to NIRPC. This is his last meeting because he is leaving the Town Council of Lowell.
- Thanked Yaggy Road Coffee Roasters for donating their locally roasted coffee for today's meetings.

Public Comment - There were no public comments.

Approval of Minutes

The minutes of the May 15, 2025, Full Commission meeting were approved on motion by Bob Carnahan and seconded by Andy Vasquez.

Leadership – Wendy Mis, Munster Clerk-Treasurer

Wendy Mis referenced the Leadership Committee meeting minutes from March in today's meeting materials and announced that the next meeting is scheduled for September 9th at 8:30 a.m.

Transportation – Kevin Breitzke, Porter County Surveyor

Kevin Breitzke reported the Transportation Committee met on August 5, 2025, and heard a presentation on the 1st and 2nd quarter Safety, Reliability, Freight, and Congestion performance measures. NIRPC staff are developing a web-based performance measure dashboard, which will be available online soon. The next committee meeting is scheduled for September 9, 2025.

The Transportation Committee recommended the three resolutions below to the Commission.

- **Resolution #25-15: *Engage NW* Technical Amendment.** Stephen Hughes reported that NIRPC's Public Participation Plan (PPP), *Engage NW*, is a required document for Metropolitan Planning Organizations. The plan is being updated to include the new committee structure that was updated in 2024 and to update the name of the social media platform Twitter to X. There are no substantial changes to the document; therefore, it does not require going through a public comment process and needs only Commission approval as a technical amendment. On motion by Mary Tanis and seconded by Jim Ton, the Full Commission approved Resolution #25-15.
- **Resolution #25-16: Metropolitan Transportation Plan Technical Amendment.** Scott Weber reported that a technical amendment is being made to *NWI 2050+*, NIRPC's long-range plan. This amendment adds a financial plan and a project listing in the technical appendix to meet federal requirements for fiscal constraint. NIRPC must demonstrate that available revenue sources, including inflation adjustments, are sufficient to cover operations and maintenance costs. It was noted that NIRPC already meets fiscal constraint requirements, and a project listing is included in the Air Quality Conformity report. The updated Technical Appendix #2 will include: fiscal constraint tables from *Invest NW* (FY 2026-2030 TIP), project listing with year of expenditure costs, financial analysis tables by urbanized area, and financial analysis of operations and maintenance. This amendment fulfills the requirements of 23 CFE 450.324 (f)(11) and satisfies INDOT and FHWA comments requesting an explicit financial plan and project listing. On motion by Jim Ton and seconded by Angie Nelson Deutch, the Full Commission approved Resolution #25-16.
- **Resolution #25-14: FY 2026-2030 Transportation Improvement Program (TIP) Amendments 26-02.1, 26-02.2, and 26-02.5.** Stephen Hughes reported there were no comments received from the public or the Interagency Consultation Group (ICG) during the 21-day public comment period from July 1 to 22, 2025. Amendment 26-02.1 includes 101 highway projects exempt from the Air Quality Conformity (AQC) process. Amendment 26-02.2 includes five highway projects not exempt from the AQC process, and Amendment 26-02.5 includes 114 transit projects exempt from the AQC process. It was noted that most of these projects were carried over from the prior TIP. Transit projects have been adjusted to reflect a fiscally constrained TIP aligned with anticipated funding for 2026. These updates were made in consultation with Transit Operators. On motion by Tom Schmitt and seconded by Jim Ton, the Full Commission approved Resolution #25-14.

INDOT – Adam Parkhouse

Adam Parkhouse reported on the rush of truck fires on I-65 this year. On each occasion, the fires were so hot they melted the pavement. INDOT was able to assess, repair, and open the road within 24 hours each time

because they had a patching contract near the locations of the fires. Adam also shared that the Work Zone Safety Law pilot program is now activated. Cameras are used to determine if cars are speeding in the work zones. Notifications are sent out if vehicles travel 11 MPH over the speed limit. Two speed warnings are issued before financial penalties. The program will be reassessed in five years

Economy & Place – George Topoll

George Topoll reported that the committee met on July 9 and heard a Land Use and Housing presentation from Eman Ibrahim. Denarie Kane discussed information regarding the EDA Disaster Supplemental grant funds. The next meeting is scheduled for October 8.

Environment – Bill Emerson

Bill Emerson reported that the committee met on August 7 to discuss proposed structure communications improvements for the NWI Region Resilience, an organization comprised of environmentally concerned groups in Northwest Indiana. An update on the climate action plan for the Chicago Metropolitan Area was also provided. The next meeting of NIRPC's Environment Committee is scheduled for November 6 at 10:00 a.m.

Other Business

Wendy Mis reminded the Commissioners that they are each assigned to one of the four NIRPC committees and encouraged their participation.

Announcements

Lisa Todd announced NIRPC is holding three transit diesel decommission sales. The sales will be for used transit vehicles, where new transit vehicles were recently acquired. The sales dates, vehicle details, and pictures are available on the NIRPC website.

Denarie Kane provided additional details regarding the EDA Disaster Supplemental funding available in Lake County. This funding opportunity is significant, as it supports a wide range of eligible projects and offers an 80% match. Lake County is one of only 12 counties in Indiana eligible to apply for this funding. Flyers were available at the meeting in addition to the notification sent last month.

Drive Clean Indiana (DCI) announced it will host an Electric Vehicle event after the Commission meeting on September 18 in the NIRPC parking lot.

Other various community events were also announced.

Several officials raised concerns about the implications of Indiana Senate Bill 1 (SB 1) and related tax reforms. David Phelps described SB 1 as a 'real disaster' for the Town of Beverly Shores, citing significant fiscal challenges. Porter County has implemented a 2% withholding from Assembly Bill funds, which may reduce distributions to towns like Beverly Shores. Mayor Bonta highlighted that starting in 2028, counties will retain 100% of the income tax they collect. The current system, which distributes income tax based on population, will be replaced by a default county income tax. Cities and towns must vote annually on their local income tax rate beginning in 2027, with a cap of 1.2%. However, even at the maximum rate, there's no guarantee that revenue will match or exceed current county income tax shares. Andy Vasquez noted that the state is encouraging counties to adopt a Wheel Tax. However, this could result in double taxation for residents in municipalities who already have a wheel tax. Jim Ton mentioned the possibility of implementing a Local Safety Income Tax, which may be more acceptable to the public since it funds essential services like police and fire protection.

Ty Warner welcomed Colleen Lane, Town of Long Beach, to her first Commission meeting.

Hearing no other business, Wendy Mis adjourned the meeting at 10:04 a.m. She asked that the Northwest Indiana Regional SWAT Team and an injured police officer from the Town of Chesterton be in their thoughts and prayers. The next meeting will be an Executive Board meeting on September 18, 2025.

The livestream video recording for this meeting is available on NIRPC's YouTube Channel at [Full Commission Meeting 8-21-25 \(youtube.com\)](https://www.youtube.com/watch?v=8-21-25)

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
LEADERSHIP COMMITTEE

May 13, 2025 / NIRPC Dune Room – 8:30 a.m.

Members present

Bob Carnahan, Denise Ebert, Wendy Mis, David Phelps, Gerald Swets

Staff and others present

George Topoll, David Hollenbeck, Talaya Jones, Meredith Stilwell, Darin Sherman, Tom Vander Woude, Mitch Barloga, Denarie Kane

Call to Order and Pledge of Allegiance

Wendy Mis called the meeting to order at 8:31 a.m.

Approval of Minutes

March 11, 2025, Leadership Committee meeting minutes were presented. On a motion by Gerald Swets, seconded by Denise Ebert, and with no opposition, the minutes were approved.

Review of Financial Status – January 2025 Budget vs Actual

The January 2025 financials, bank reconciliations for the NIRPC general fund, CARES funds, and Marquette Greenway accounts, as well as expense and revenue reports for the NIRPC general and CARES funds, were provided electronically before the meeting. The reports were also provided in the Committee meeting packet. Given that ample opportunity had been provided to review these items, Wendy asked Talaya if there were any items she would like to comment on. Talaya noted that since the financials were from January and NIRPC is reimbursed quarterly, there was not a lot of activity. No further questions were asked, and no additional comments were provided.

Year-to-date, January 31, 2025, total expenditures were \$248,544 of the \$20,218,721 budgeted. Total General Fund revenue for the period was \$81,731 of the \$5,632,731 budgeted.

Total NIRPC CARES fund expenditures year-to-date January 31, 2025, were \$2,875 of the \$272,569 budgeted. Total CARES revenue collected for the period was \$1,648 of the \$33,000 budgeted.

Approval of Claims Registers – January 2025

Talaya presented January 2025 General Fund claims totaling \$212,212.71 to the Committee. On a motion by Bob Carnahan, seconded by David Phelps, and with no opposition, the General Fund register of claims for \$212,212.71 was approved.

Talaya then presented January 2025 CARES claims totaling \$1,815.00 for approval. On a motion by Bob Carnahan, seconded by David Phelps, and with no opposition, the CARES register of claims for \$1,815.00 was approved.

Finally, Talaya presented January 2025 Marquette Greenway claims totaling \$7,500.00 for approval. On a motion by Bob Carnahan, seconded by Gerald Swets, and with no opposition, the Marquette Greenway register of claims for \$7,500 was approved.

Review of Financial Status – February 2025 Budget vs Actual

Like the January financials, the February financials were provided electronically before the meeting for review and included in the printed meeting packet. No questions were raised regarding the financials, and no additional comments were provided.

Year-to-date, February 28, 2025, total expenditures were \$1,543,733 of the \$20,218,721 budgeted. Total General Fund revenue for the period was \$636,517 of the \$5,632,731 budgeted.

Total NIRPC CARES fund expenditures year-to-date February 29, 2025, were \$133,454 of the \$272,569 budgeted. Total CARES revenue collected for the period was \$145,110 of the \$235,008 budgeted.

Approval of Claims Registers – February 2025

Talaya presented February 2025 General Fund claims totaling \$1,312,944.01 to the Committee. Talaya

informed the committee that the amount was over \$1,000,000 due to subrecipient reimbursements. On a motion by Bob Carnahan, seconded by David Phelps, and with no opposition, the General Fund register of claims for \$1,312,944.01 was approved.

Talaya then presented February 2025 CARES claims totaling \$88,928.93 for approval. On a motion by Denise Ebert, seconded by Bob Carnahan, and with no opposition, the CARES register of claims for \$88,928.93 was approved.

Finally, Talaya presented February 2025 Marquette Greenway claims totaling \$17,500.00 for approval. On a motion by Bob Carnahan, seconded by David Phelps, and with no opposition, the Marquette Greenway register of claims for \$17,500 was approved.

Review of Financial Status – March 2025 Budget vs Actual

Like the previous months' financials, the March financials were provided electronically before the meeting for review and included in the printed meeting packet. Talaya remarked that the revenue was still down due to NIRPC submitting for reimbursements in the following months after quarter end. No questions were raised regarding the financials, and no additional comments were provided.

Year-to-date, March 31, 2025, total expenditures were \$1,948,699 of the \$20,218,721 budgeted. Total General Fund revenue for the period was \$659,589 of the \$5,632,731 budgeted.

Total NIRPC CARES fund expenditures year-to-date March 31, 2025, were \$167,288 of the \$272,569 budgeted. Total CARES revenue collected for the period was \$145,110 of the \$235,008 budgeted.

Approval of Claims Registers – March 2025

Talaya presented March 2025 General Fund claims totaling \$406,342.02 to the Committee. On a motion by Bob Carnahan, seconded by Gerald Swets, and with no opposition, the General Fund register of claims for \$406,342.02 was approved.

Talaya then presented March 2025 CARES claims totaling \$21,097.48 for approval. On a motion by Bob Carnahan, seconded by Gerald Swets, and with no opposition, the CARES register of claims for \$21,097.48 was approved.

Finally, Talaya presented March 2025 Marquette Greenway claims totaling \$15,250 for approval. On a motion by Bob Carnahan, seconded by Denise Ebert, and with no opposition, the Marquette Greenway register of claims for \$15,250 was approved.

NIRPC Resolution 25-07: Authorizing the submittal of an Economic Development Administration FY 2025 Partnership Planning Grant application to administer the Economic Development District

NIRPC resolution 25-07 was presented to the Committee for a favorable recommendation to the NIRPC Board for approval. The resolution is similar to past resolutions and authorizes NIRPC to apply for and administer the EDA grant award, sign related documents on the organization's behalf, and commit local matching funds. It was noted that EDA lowered the match from 50/50 to 60/40. On a motion by David Phelps, seconded by Bob Carnahan, and with no opposition, NIRPC Resolution 25-07 was recommended to the NIRPC Board for approval. It was questioned if there was any risk of the EDA grant not being awarded. Talaya responded no.

Marquette Greenway Supplemental Agreement No. 2

Mitch Barloga presented Supplemental Agreement No. 2, increasing the not-to-exceed fee for project management and development to Butler, Fairman and Seufert, Inc., from 764,600 to 960,755 for a favorable recommendation to the NIRPC Commission. The increase is not new money, but money that was previously to be used for bridge construction that is no longer needed. That money is being transferred for additional effort and fees for preliminary engineering, right-of-way engineering, and right-of-way services for the greenway route in Michigan City. After discussion regarding this agreement's execution being contingent upon approval from Federal Highway and READI (IEDC), on a motion by David Phelps, seconded by Gerald Swets, and with no opposition, the Marquette Greenway Supplemental Agreement No. 2 was recommended to the NIRPC Commission with a favorable approval.

Personnel updates

Tom Vander Woude reported that the advertising for the traffic counting position should be coming in the

next month. This position would be a technical and physical hybrid and is weather-dependent. The hope is to find someone who has a background in planning for the off-season.

Other Business

Upcoming meetings were announced.

Discussion took place regarding vacation and the possibility of looking into vacation buyouts.

Wendy Mis brought up the possibility of moving the Leadership Committee meetings to a different week of the month to avoid the meeting falling in the same week as the Commission meeting. She and Talaya will discuss this further.

Adjournment

There being no further business, the meeting was adjourned at 9:18 am.

**AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND DRIVE
CLEAN INDIANA, INC., FOR THE PROVISION OF PROFESSIONAL EDUCATION AND TRAINING SERVICES
SERVICES JULY 1, 2025 – DECEMBER 31, 2026**

WHEREAS, the Commission submitted a request to fund a Congestion Mitigation and Air Quality (CMAQ) education program targeting the public and fleet operators, and

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

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

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

WHEREAS, Drive Clean Indiana, Inc. has demonstrated that it possesses the capability and expertise to provide these services promptly and

WHEREAS, total dollars allocated for this activity within the 2026 Unified Planning Work Program (UPWP) are \$450,000, of which \$360,000 is federal CMAQ funding. The overall plan for these funds is described in the Air Quality Public Education Program work plan located on page 36-37 of the UPWP is hereby incorporated by reference.

These funds are to be distributed between NIRPC and the Contractor as follows: NIRPC, \$ 12,000, and DCI, \$438,000. Drive Clean Indiana will be reimbursed 80% of their allocated total, not to exceed \$350,400;

WHEREAS, the Air Quality Public Education project has been included in and approved by the Commission in the current Transportation Improvement Program;

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

This Grant Agreement (Agreement or Contract) is entered into by and between the Northwestern Indiana Regional Planning Commission, hereinafter referred to as the “Commission” or NIRPC”, and the sub-grantee, Drive Clean Indiana, Inc, hereinafter referred to as the “Contractor” or “DCI”

Article I

1.1 Scope of Work: Drive Clean Indiana shall perform the services and provide the products to the satisfaction of the Commission as described in the scope of work which is hereby made a part of this Agreement in Attachment A. The Commission requires prior approval of the Procurement and use of any subcontractors for this Agreement, as well as a copy of the executed Agreement between the Contractor and Sub-Contractor.

1.2 Term: All work described in Attachment A shall be conducted within the time frame beginning July 1, 2025, and shall be completed in total no later than December 31, 2026.

1.3 Compensation: The maximum total amount that may be paid to the Contractor for services performed in conjunction with this Agreement is not to exceed **\$ 350,400**, with the Contractor to document payment of an additional **\$ 87,600** by itself or other non-federal parties toward activities in Attachment A. Total of **\$ 438,000** in documented services must be performed to receive the full reimbursement of **\$ 350,400**.

1.4 Payment Provisions: The Commission shall reimburse the Contractor for services rendered in Attachment A upon submission and review by the Commission of claim vouchers for work accomplished during the designated period, quarterly, by the following procedures:

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

Marisol Manley (mmanley@nirpc.org)
Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, IN 46368

1.5 Modifications: The Agreement shall not be modified except in writing, signed by both parties to the Agreement. The parties agree that the Commission may modify ATTACHMENT A – SCOPE OF SERVICES by adding, deleting, or modifying tasks, subtasks, and schedules, or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of the Agreement. Any adjustment to the total cost of the services described in the Agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to the Agreement.

1.6 Authorized Representatives: The Commission’s authorized, administrative representative for these services is Ms. Talaya Jones, Chief Financial Officer. The authorized technical project manager is Ms. Katherine Luther, Chief of Staff and Environmental Director.

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

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

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

1.7 Independent Contractor: Nothing in the Agreement shall be construed as creating an employer/employee relationship between the Commission and the Contractor. The Contractor understands and agrees that any tax liability that might be assessed on fees paid by the Commission to the Contractor is its sole responsibility.

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 or the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees and shall provide the Commission with a Certificate of Insurance evidencing such coverage prior to starting work under this agreement.

1.8 Insurance: The Contractor agrees to maintain comprehensive insurance including, but not limited to, Federal, State, or Local employers' liability, workers' compensation, social security unemployment compensation, comprehensive general liability insurance, and automobile liability insurance concerning its employees in amounts customarily maintained in its industry and agrees that any liability arising out of the services rendered hereunder shall not be limited to the Contractor insurance coverage.

1.9 Indemnity. The Contractor shall defend, indemnify, protect and hold harmless the Commission, its officers, directors, employees, and independent contractors from any liability occasioned wholly or in part by any negligent act, failure to exercise the care customary in the profession, or errors or omission of the Contractor; including liability resulting from willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the Contractor, its independent contractors, agents or employees; including any expenses, legal or otherwise, incurred by the Commission in defense of any claim or suit arising out of services provided under the Agreement.

1.10 Delays. The Contractor shall perform its services with due diligence upon receipt of a written notice to proceed from the Commission. Neither party shall be responsible for delays nor failure in performance due to causes beyond the reasonable control of either party. The Contractor will notify the Commission immediately of any event that may delay deliverables and provide the Commission with a written notice specifying the reasons for the delay and the actions planned to compensate for the delay in performance. The Commission will not unreasonably refuse to grant an extension to the term of the Agreement.

1.11 Procurement. The Contractor shall comply with 2 CFR (200.317-200-326) in the procurement of services, supplies and equipment with Federal-aid participation.

1.12 Applicability of Federal Requirements: The Contractor agrees to abide by and fulfill all federal government requirements applicable to this Agreement.

1.13 Waiver and Interpretation: The failure of the Commission or the Contractor to insist upon strict adherence to any term of the Agreement at any time shall not be considered a waiver. Any waiver of any term of the Agreement must be in writing and signed by both parties. The Commission's determination as to the true meaning and intent of any ambiguities in the Agreement shall be final and conclusive.

1.14 Termination: The Agreement may be terminated, in whole or in part, if the Commission determines that such termination is in its best interests. Upon receiving written notice of termination from the Commission, the Contractor shall, within thirty (30) days, discontinue performance and refrain from incurring further costs unless otherwise directed; and within thirty (30) days, deliver to the Commission all data, graphics, summaries, reports, and other information and materials the Contractor has accumulated in the performance of services under the Agreement, whether completed or in progress.

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

ARTICLE II. General Provisions, Federal and State

- 2.1 Access to records:** The Contractor hereby agrees to submit to the Commission such annual or special financial and operating reports as the Commission may reasonably request. The Contractor also agrees to make available for inspection by any duly authorized agent of the Commission any records, documents, leases, operation and use agreements, and other instruments that affect the Operator and are pertinent to the project funded, in part, through the Agreement. All records associated with this agreement shall be available for the period of the agreement and for three years from the date of final payment of federal funds.
- The Contractor also agrees to allow the Commission, the Indiana State Board of Accounts, Indiana Department of Transportation, U.S. Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor related to the project funded, in part, through the Agreement.
- 2.2 Assignment; Successors:** The Agreement shall be binding upon the Contractor and the Commission, their successors, and assigns. The Contractor shall not assign, subcontract, transfer, or otherwise dispose of any interest in the Agreement without the prior written approval of the Commission.
- 2.3 Assignment of Antitrust Claims:** As part of the consideration for the award of funds under this Agreement, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor may now have, or may acquire, under state or federal antitrust laws relating to the subject of the Agreement.
- 2.4 Authority to Bind the Contractor:** The signatory for the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding up the contractor when his/her signature is affixed, and accepted by the Commission.
- 2.5 Audits:** The Contractor acknowledges that it may be required to submit to an audit of funds paid through Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

Following the expiration of this Agreement, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement. Such audit is to be conducted by an independent public or certified public accountant and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget as per 2 CFR 200 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The CONTRACTOR agrees to provide the Indiana State Board of Accounts and the State with an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the CONTRACTOR, and not of a parent, member, or Subsidiary Corporation of the CONTRACTOR, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from that the Auditor has reviewed this Agreement, and that the CONTRACTOR is not out of compliance with the financial aspects of this Agreement.

NIRPC considers the Contractor to be a Subrecipient under 2 C.F.R 200.330 for purposes of this agreement. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements

2.6 Certification for Federal-Aid Contracts Lobbying Activities: The Contractor certifies, by signing **Attachment C** , to the best of its knowledge and belief that DCI has complied with Section 1352, Title 31, U.S. Code.

2.7 Certification of Debarment and Suspension: By signing **Attachment D**, the Contractor certifies that neither it nor its principals nor any of its subcontracts 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.

2.8 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 NIRPC will notify the Contractor if it is determined 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 NIRPC or state officer, or employee, 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, NIRPC 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 certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.

(D) The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the Commission may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

(E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the Commission decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the Commission may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

(F) The Contractor warrants that it 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 Commission. Failure to do so may be

deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with NIRPC.

- (G) The Contractor affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- (H) As required by Indiana Code (IC) §5-22-3-7:
 - (1) The Contractor and any principals of certify that:
 - a. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - b. IC §24-5-12 [Telephone Solicitations]; or
 - c. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 - (2) The Contractor and any of its principals certify that an affiliate or principal of the Contractor and any agency acting on behalf of the Contractor, except for de minimis and nonsystematic violations,
 - a. has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - b. will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

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

- 2.10 Employment Eligibility Verification.** The Contractor certifies, by signing **Attachment E**, that it is compliant with the US Immigration and Nationality Act, § 274A (8 U.S.C. § 1324a) and Indiana Code §22-5-1.7.
- 2.11 Force Majeure.** In the event 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 in accordance with Section 1.10 of this agreement.
- 2.12 Funding Cancellation Clause.** When the Indiana Department of Transportation makes written notification to the Commission that the Director of the State Budget Agency has made a determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be cancelled. The Director of the State Budget Agency determination that funds are not appropriated or otherwise available shall be final and conclusive.
- 2.13 Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the state of Indiana.
- 2.14 Licensing Standards:** The Contractor, its employees and contractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Agreement. The Commission will not pay the Contractor for any services performed when the Contractor, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the Commission immediately and the Commission, at its option, may immediately terminate this Agreement.
- 2.15 Merger & Modification.** This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.
- 2.16 Non-discrimination.**
- (A) This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of 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) It is the policy of NIRPC 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.

The federal funds associated with this agreement are passed to NIRPC and the Contractor through the Indiana Department of Transportation (INDOT). INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.

- (C) During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission, INDOT or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will 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, NIRPC shall impose such contract sanctions as the Indiana Department of Transportation shall 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 Commission, Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 2.17 No Federal Obligations to Third Parties:** Absent the federal government’s express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, third-party contractor, or any other person not a party to the grant agreement in connection with the performance of activities for the project. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third-party contract, the federal government continues to have no obligation or liabilities to any party, including the sub-recipient and third-party contractor.
- 2.18 Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Contract, (2) NIRPC’s Grant Agreement with the Indiana Department of Transportation.
- 2.19 Ownership of Documents and Materials.** All documents, including tracings, drawings, reports, computations, data processing cards, computer programs, and data processing output, as instruments of service, are to be the joint property of NIRPC and DCI. During the performance of the work contemplated herein, the Contractor shall be responsible for any loss or damage to the documents, including, but not limited to, information furnished by the Commission to the Contractor. INDOT and the FHWA shall have the right to review and inspect the Contractor activities at any time.
The Contractor shall have the right to copyright the material developed under this Agreement provided that NIRPC, INDOT and the FHWA maintain a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the work for government purposes.
- All reports published by the Contractor shall contain a credit reference to the State of Indiana and to the FHWA in the following form: “prepared in cooperation with the Northwestern Indiana Regional Planning Commission, State of Indiana, Indiana Department of Transportation and the Federal Highway Administration.”
- 2.20 Public Record.** The Contractor acknowledges that NIRPC is a public agency and complies with Indiana Code § 5-1-14-3, Access to Public Records Act which allows any member of the public to inspect and copy records held by government agencies, unless specifically exempted by law.
- 2.21 Severability.** Should any provision of the Agreement at any time, in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of the Agreement becomes unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.
- 2.22 Entire Agreement:** Agreement and all attachments hereto, together with any documents incorporated by reference, constitute the Agreement between the parties. The Contractor hereby certifies that it shall comply with all provisions of the Agreement. This agreement supersedes all other written or verbal agreements between the Commission and the Contractor for the matters covered herein.

IN WITNESS WHEREOF, the duly authorized officers of the respective parties hereto have executed this Agreement as of this _____ day of _____ 2025.

Drive Clean Indiana, Inc.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

BY: _____
Carl Lisek, Executive Director,

BY: _____
Tyson Warner, Executive Director

ATTEST:

Talaya Jones, Chief Financial Officer

ATTACHMENT A – SCOPE OF WORK 2025 (SFY 2026)
July 1, 2025 –December 31, 2026
Drive Clean Indiana Air Quality Public Education and Outreach Program

The Northwestern Indiana Regional Planning Commission (NIRPC) is sub-granting funds to Drive Clean Indiana, Inc. (the Contractor) to implement aspects of the Northwest Indiana Air Quality Public Education and Outreach program, with a focus on diesel vehicles and fleets as well as electric vehicle transitions.

The NIRPC and DCI relationship represents a public-private partnership project, which is an eligible activity under CMAQ. NIRPC has included the fleet education, outreach, and training activities performed by DCI in the 2025-2026 UPWP. The Contractor has established relationships with numerous private and public sector vehicle fleet operators in Northwest Indiana. They have successfully participated in a competitive CMAQ grant application process, and this partnership activity has been found eligible and approved by the state and federal agencies responsible for these funds.

- Evaluate transportation needs and energy choices to determine the most impactful and cost-effective vehicle options, fuels, technologies, and best practices that make sense for specific stakeholder applications;
- Decarbonize transportation sectors, including on-road, off-road, rail, marine, and aviation, by shifting to vehicles, fuels, and technologies that reduce transportation greenhouse gas emissions;
- Reduce transportation emissions that contribute to air pollution and harm public health;
- Shift to efficient and clean energy sources through the use of alternative and renewable fuels;
- Improve fuel efficiency through state-of-the-art technologies and strategies, including idle reduction;
- Demonstrate and assess new mobility choices that maximize the return on investment for mobility systems in terms of time, cost, energy, and opportunity;
- Advance energy and environmental justice priorities by maximizing project benefits that flow to underserved communities and minimizing project burdens that affect underserved communities; and
- Increase equitable access to clean, affordable transportation.

Contractual Responsibilities:

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

Task 1: NWI Air Quality Public Education, Outreach, Partnerships, and Media
\$168,700 (\$134,960) Federal, \$33,740 Local)

DCI will conduct outreach promoting the use of the US Department of Energy (USD OE) Technology Integration Tools and Resources. Outreach may include organizing or presenting at local and regional meetings, workshops, and events. throughout Lake, Porter, and LaPorte County.

Target: 8 presentations or outreach opportunities per year.

DCI will utilize social media, podcasts, radio advertising, and other media to educate the public on things that “All Add up to Cleaner Air” with tips they can use to improve air quality, including in support of Partners for Clean Air messaging efforts.

DCI will support Partners for Clean Air:

Be a liaison between NIRPC and NWI Partners for Clean Air,

Target: 8 PCA steering committee meetings per year.

Manage the Partners for Clean Air Facebook page and social media.

Target: 10 monthly social media metrics reports to PCA Steering Committee.

Assist Partners for Clean Air with event planning and targeted outreach;

Target: Annual Awards Event Support

Annual Asthma Awareness Day Support

DCI will continue to assist the Dunes Learning Center to grow the air quality citizen science program.

Task 2: NWI Green Fleets Program

\$205,500 (Federal: 164,400, Local: 41,100)

Technical Training and Education

DCI will organize and conduct technical training and educational sessions on Clean Transportation, including its proper use, infrastructure, and safety issues. Training may include classroom instruction, technical webinars, and hands-on demonstrations.

Target: 4 Trainings per year

DCI will provide on-one Green Fleet technical support to owners, managers, staff and operators. NWI Green Fleets services are available but not limited to local governments, federal and state agencies with NWI facilities, schools, transit operators, non-profit organizations, and private businesses. Services may include staff training, individualized fleet emission assessments and fueling infrastructure needs, fleet upgrade and fuel transition strategies.

DCI will support local agency implementation of grants to reduce direct vehicle engine and fuel emissions including grant readiness, infrastructure planning, technical support, coordination, and outreach in Lake, Porter, and LaPorte Counties.

- Provide NIRPC with access to Fuel Price Reports, Annual Clean Cities Survey results, policy recommendations, and best practices analysis as it pertains to alternative fuels, alternative fuel vehicles, alternative fueling infrastructure, and emission reduction strategies related to the same.
- Provide technical support for LPAs and Transit Operators submitting projects in the NIRPC’s Notice of Funding Opportunities Process.

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

Total: \$ 20,000 (Federal: \$ 16,000, Local: \$4,000)

- *Local travel expenses, training, postage, copying, event tabling, promotional items and printing that support Tasks 1 and 2.*

Project Budget:

		Federal	Local Share
Total Direct Project Expenditures	\$ 394,200	\$ 315,360	\$ 78,840
Indirect (10%)			
	<u>\$ 43,800</u>	<u>\$ 35,040</u>	<u>\$ 8,760</u>
Total	\$ 438,000	\$ 350,400	\$ 87,600

Contract Deliverables:

- Enhance the knowledge and perception of air quality among residents, leaders, decision-makers, and businesses in Northwest Indiana.
- 4 Targeted Audience Workshops (DCI)
- Presence at a minimum of 5 regional events (DCI)
- Presentation at a minimum of 5 NIRPC Committee meetings
- Increased social media metrics (DCI)
- Radio Remotes for NWI Earth Day Event
- Technical Assistance and Fleet Coaching
- Technical Training and Education
- Alternative Fuel Tracking Activity for NWI, including charging stations
- Peer Sharing w/NWI Green Fleet Program
- Stakeholder Engagement
- Monthly Newsletter
- 6 podcasts

SFY 2026 Data Reporting and Deliverables Plan

Key Deliverables	Due Date	Description
<i>Provide data from U.S. Department of Energy Annual Survey</i>	<i>March 2026/Data approved by DOE 5/26</i>	<i>Solicit input from Lake, Porter, and LaPorte Stakeholders on vehicle counts and Petroleum reduction efforts for DCI Annual Survey. This information will be shared with NIRPC</i>
<i>Quarterly Reports and Invoices</i>	<i>Q1 = October 10th 2025 Q2=January 10th, 2026 Q3=April 10th,2026 Q4=July 10th, 2026</i>	<i>Quarterly Report Invoice with back up documentation</i>
<i>Newsletter</i>	<i>Monthly - 12 times</i>	<i>Updates on emission reduction & regional projects</i>
<i>Alt Fuel Price Report</i>	<i>2 times annually</i>	<i>Provide price updates on All alternative fuels in NWI</i>
<i>Green Fleet Inventory Summaries/Updates</i>	<i>June 2026</i>	<i>Comprehensive list of vehicles in the Green Fleets inventories</i>
<i>Annual NWI Clean Air Presentation to TPC and/or EMPC</i>	<i>Spring 2026</i>	<i>Updates on projects</i>
<i>DCI -2024/2025/2026 Case studies across NWI</i>	<i>June 2026</i>	<i>Development of a minimum of 15 case studies highlighting benefits, best management practices, and updates on NIRPC Green Fleet projects</i>
<i>City of Lake Station</i>	<i>June 2026</i>	<i>NIRPC NOFA, INDOT Alt Fuel Vehicle 3 Way Agreements, Indiana Interlocal Agreement Statue (IC36-7), NWI agency adoption, Indiana Public Procurement Requirements</i>
<i>PCA Steering Committee Meetings</i>	<i>2nd Friday per month</i>	

Contractual Period: July 1, 2025, through December 30, 2026

ATTACHMENT B

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.

Drive Clean Indiana, Inc.
Proposer

By: Carl Lisek, Executive Director

Date

ATTACHMENT C

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 §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Carl Lisek, Executive Director, Drive Clean Indiana, Inc.

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D

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", "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. Part 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 Contractor's Authorized Official

Carl Lisek, Executive Director, Clean Drive Indiana, Inc.
Name and Title of Contractor's Authorized Official

Date

ATTACHMENT E
EMPLOYMENT ELIGIBILITY VERIFICATION

Clean Drive Indiana, Inc. affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Clean Drive Indiana, Inc. 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. Clean Drive Indiana, Inc. is not required to participate should the Federal E-Verify program cease to exist. Clean Drive Indiana, Inc. shall not knowingly employ or contract with an unauthorized alien. Clean Drive Indiana, Inc. shall not retain an employee or contract with a person that Clean Drive Indiana, Inc. subsequently learns is an unauthorized alien.

Clean Drive Indiana, Inc. shall require its subcontractors, who perform work under this contract, to certify to NIRPC 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. Clean Drive Indiana, Inc. agrees to maintain this certification throughout the duration of the term of this agreement with the NIRPC and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The NIRPC may terminate for default if Clean Drive Indiana, Inc. fails to cure a breach of this provision no later than thirty (30) days after being notified by the NIRPC.

Clean Drive Indiana, Inc.

Signed: _____

Printed Name: Carl Lisek

Title: Executive Director

Date: _____

ATTACHMENT F

CERTIFICATION OF NO INVESTMENT IN IRAN

As required by IC 5-22-16.5, Clean Drive Indiana, Inc. 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.

Clean Drive Indiana, Inc.

Signed: _____

Printed Name: Carl Lisek _____

Title: Executive Director _____

Date: _____

Exhibit C: Complete Grant Work Plan from 2026 Unified Planning Work Program.

600B | Congestion Mitigation and Air Quality

Contractual, Supplies, and Equipment				
Funding Source	FY 2024	FY 2025	FY 2026	TOTAL
CMAQ Flex	\$0	\$96,654	\$360,000	\$456,654
Non-Federal*	\$0	\$24,164	\$90,000	\$114,164
Total	\$0	\$120,818	\$450,000	\$570,818

*Local share to be funded by partners

600B.1 | Air Quality Public Education

Description:

This multi-year air quality public education program continues to target two primary audiences for air quality education. First, media purchases, educational messaging, and promotional materials are developed, purchased, and distributed in coordination with the NWI Partners for Clean Air Steering Committee to promote a highly visible, ongoing effort to educate the residents of Lake, Porter, and La Porte counties concerning their personal transportation choices and the relationship of those choices to air quality, health, and quality of life in the Region. Second, diesel fleet operators are provided education, outreach, and technical support to reduce emissions through vehicle replacement, upgrade, repowers, retrofits, idle management, maintenance, and driver training. Partner organization Drive Clean Indiana will receive a sub-grant from NIRPC to perform most of these tasks. NIRPC will retain procurement and purchasing of promotional materials and event costs for Partners for Clean Air. NIRPC will also complete all tasks described except for the following: NIRPC will continue to procure lunch totes, lanyards, and event sponsorships for NWI Partners for Clean Air and continue to promote active transportation as an emission-friendly alternative to driving through our continuously updated Greenways and Blueways Bike Maps and new phone application. NIRPC will provide oversight of the Drive Clean Indiana sub-grant with MPO Planning Administration funds.

The program will continue to work with public officials, public and private diesel fleet owners and operators, private sector decision-makers, universities, educators, students, the media, and the general public on the air quality issues in the Region. In addition to educating for driving behavior changes, the program will promote environmental stewardship, foster intergenerational leadership and improve air quality and community health by encouraging the use of public transit and active transportation. The public

education campaign is necessary to obtain public support, consensus, and participation to achieve and maintain national air quality standards as designated in the Clean Air Act.

Media, Marketing, and Website - Drive Clean Indiana

One major change to the program will be returning to the *It All Adds Up to Cleaner Air NWI* messaging used in the past. The new *It All Adds Up to Cleaner Air NWI* program will focus its education and outreach effort on the coordination/leverage of area resources and efforts to raise awareness of the importance of air quality forecasts, provide education on the effects of pollutants, including ozone and particulate matter and encourage voluntary actions to reduce air pollution from transportation sources and promote moving toward cleaner air. In addition, a new website will be created to reflect this new brand and message.

Active Transportation Adds up to Cleaner Air NWI - NIRPC

NIRPC will continue to update, reprint, and promote active transportation as a healthy alternative to emission-generating vehicles through our popular Greenways and Blueways Map and new complimentary mobile application. This effort includes a biannual map update, reprint, and minor maintenance in the intervening years.

NWI Green Fleets-Multimodal - Drive Clean Indiana

Drive Clean Indiana will continue to provide hands-on technical support, fleet inventories, training workshops, funding recommendations, and education to encourage public and private fleet operators throughout NWI to help them find ways to reduce dependence on foreign oil and transition to alternative fuels through technology, vehicle replacements, and repowers, alternative fuels, idle reduction, and more.

NWI Partners for Clean Air Coordination –Drive Clean Indiana (DCI) and NIRPC

DCI will provide hands-on participation and marketing support, handling Partners for Clean Air social media and assisting with event planning. NIRPC will continue to purchase promotional items and sponsor events for this collaboration of business, industry, and public sector agencies striving to increase volunteer emission-reducing actions on Air Quality Action Days.

Timeline: Ongoing

Responsible Parties: Kathy Luther & Jennifer Birchfield and Sub-Grantee: Drive Clean Indiana, 501(c)(3)

Deliverables:

- Increased knowledge and perception of air quality among Northwest Indiana residents, leaders, decision-makers, and businesses.
- 75,000 Updated Bike maps printed and distributed.
- 50 diesel fleet emissions and vehicle inventories.
- Annual report of reduced fuel consumption from participating fleet vehicles in the region.
- Purchased Partners for Clean Air promotional items with clean air action tips, which may include message pens, lunch totes, backpacks, water bottles, or temporary tattoos, stickers, or similar items.

- Purchased advertising for Partners for Clean Air which may include radio, digital, billboards, or print media.
- Purchase promotional tire gauges, oil funnels, or other vehicle-related items for event distribution.
- 4 Targeted Fleet or Alternative Fuels Workshops including one for first responders.
- Presence at a minimum of 10 regional events.
- Increased social media metrics for *It All Adds Up to Cleaner Air NWI* and Partners for Clean Air.
- Expansion of Air Quality Monitoring Citizen Science/ STEM Education Program with Dunes Learning Center

Transportation Committee
NIRPC Lake Michigan Room
August 5, 2025
Minutes

Kevin Breitzke called the meeting to order at 10:01 a.m. with the Pledge of Allegiance.

Voting members in attendance were Kevin Breitzke (Porter County), Jeff Huet (Schererville), Mark O'Dell (Chesterton), Dean Button (Hammond), Max Rehlander (Valparaiso), Kay Nelson (Forum), David Wright (GPTC), and Kelly Wenger (NICTD).

Jake Dammarell, Daniela Martin (Valparaiso), George Topoll (Union Township), Jenny Monroe, Scott Sandstrom, Melody Panos (INDOT), Noelle Bayer (INDOT), Alex Metz, Beth Shrader, Ryan Lisek (DCI), Katlyn Fine (Forum), Elizabeth Bengel, and Terry Martin were also present.

NIRPC staff present were Tom Vander Woude, Grace Benninger, Stephen Hughes, Scott Weber, Mitch Barloga, Meredith Stilwell, and Flor Baum.

On a motion by Kay Nelson, seconded by Dean Button, the committee approved the minutes from the May 6th meeting.

Planning

Grace Benninger spoke on the 2025 1st and 2nd quarter Safety, Travel Time Reliability, Freight, and Congestion Performance Measures. The Transportation Committee reviewed federally required safety and congestion performance measures, including interstate and truck travel time reliability and annual hours of peak excessive delay per capita, using interactive maps and metrics for 2024 and 2025. The committee discussed metrics for measuring delays and timing, reviewed crash data from 2024-2025, and examined data on vulnerable roadway users, with some noting errors in the data during beta testing.

Stephen Hughes presented Resolution 25-15, which proposed a technical amendment to NIRPC's Public Participation Plan, *Engage NWI*. Originally adopted in August 2019, the plan outlines NIRPC's approach to public engagement in accordance with federal requirements under 23 CFR 450.316. The amendment reflected minor updates to account for the new committee structure adopted in June 2024 and the change in social media branding from Twitter to "X," including instructions on locating NIRPC on that platform. No substantive changes were made to the document's content, timelines, or engagement process.

As a technical amendment, the change requires approval by the Commissioners but does not necessitate the full public comment process that will be undertaken during a more comprehensive future update.

On a motion by Kelly Wenger, seconded by Mark O'Dell, the Transportation Committee recommended Resolution 25-15 to the Executive Board. No questions or comments were raised, and the motion passed unanimously.

Scott Weber presented Resolution 25-16, a technical amendment to the *NWI 2050+* long-range transportation plan. Federal regulations (23 CFR 450.324(f)(11)) require an MTP to demonstrate fiscal constraint by including a financial plan and project listing. While *NWI 2050+* had already been found to demonstrate fiscal constraint in its April 17, 2024, air quality conformity approval, INDOT and FHWA provided feedback recommending that the plan include a more explicit financial appendix with detailed funding sources, fiscal constraint tables, and project costs.

The financial plan outlines formula and discretionary funding sources, including federal highway programs such as STBG, HSIP, CMAQ, and TA; transit programs such as Sections 5307, 5337, 5310, and 5339; and discretionary programs such as BUILD, MEGA, and RCE. Fiscal constraint tables and project listings were largely drawn from the already adopted FY 2026–2030 TIP, with projects shown by year of expenditure and

urbanized area. The plan also includes financial analysis tables for Northwest Indiana, Valparaiso, and Michigan City urbanized areas, as well as assessments of local government financial capacity.

The committee discussed revenue and cost projections, noting that the fiscally constrained plan showed \$251 million in revenues for 2024–2033, with \$200 million already secured and an additional \$55 million anticipated for 2034–2050. Costs were estimated at \$43.78 million for the latter period, leaving sufficient reserve capacity to cover operations and maintenance (O&M). Local sponsors were found to have adequate budgetary authority to meet O&M obligations after fulfilling federal match requirements, with \$105 million available in Northwest Indiana and \$18.8 million in Michigan City.

The committee reviewed the timeline and financial feasibility of regionally significant projects expected by 2030 and 2035, including the US 20 center turn lane, Kennedy Avenue added travel lanes, Monon corridor transit service, and I-80/94 flex lane projects. The Northwest Indiana/Valparaiso-Shorewood urban area project list is fiscally constrained, but it was noted that the approximately \$100 million La Porte City Connector in the Michigan City urbanized area may exceed anticipated revenues. Since reserves from Group I funds could potentially be loaned to Group II, though, the overall MTP is fiscally constrained.

Scott Weber emphasized that the amendment did not request additional funding but demonstrated to federal partners the methodology and formulas used to ensure fiscal constraint. The long-range plan would continue to be updated every four years, with financial projections revised five years ahead to ensure flexibility and affordability for future updates. The amendment provided transparency and compliance while maintaining capacity to incorporate additional projects as communities advanced them.

On motion by Dean Button, seconded by David Wright, the Transportation Committee recommended adoption of Resolution 25-16 to the Full Commission. No opposition or comments were raised, and the motion passed unanimously.

Programming

Stephen Hughes presented Resolution 25-14: FY 2026–2030 TIP Amendment 26-02. The Transportation Committee discussed the proposed amendments and reviewed the public comment report. The amendments were released for a 21-day public comment period from July 1 through July 22, 2025. They were posted on NIRPC’s website and social media platforms and distributed through press releases, with links provided for public review. No comments were received during this period. The amendments were also forwarded to the Interagency Consultation Group (ICG) on June 24, 2025. No questions or concerns were raised, and the ICG provided concurrence for the projects on July 1, 2025.

The committee reviewed updates to 220 projects using federal highway and transit funds. The list included both projects exempt and projects non-exempt from the Air Quality Conformity process. Amendment 26-02.1 covered 101 highway projects funded by FHWA that were exempt from conformity requirements. Amendment 26-02.2 included 5 FHWA-funded projects subject to conformity. Highway project types included right-of-way acquisition, bridge improvements, ADA sidewalk construction, pavement rehabilitation, added turn lanes, corridor and intersection upgrades, safety projects, small structure replacements, and trail enhancements. Amendment 26-02.5 contained 114 FTA-funded transit projects exempt from conformity, including operating assistance for complementary paratransit, preventive maintenance, planning and oversight, capital projects, and new initiatives.

The committee noted that separating the amendments would allow INDOT to process exempt projects more quickly, ensuring timely project delivery. Members supported the resolution, emphasizing the importance of updating the TIP to reflect current needs and costs.

On motion by Dean Button, seconded by Jeff Huet, the Transportation Committee recommended adoption of Resolution 25-14 as presented to the Commission. The motion passed unanimously.

Reports from Planning Partners

Ryan Lisek of Drive Clean Indiana discussed funding awards for electric vehicle charging stations, clean diesel projects, and educational initiatives. \$3.3 million in Go EVIN funding was awarded for publicly accessible fast and level two charging stations at various locations, including travel centers, convention centers, and car dealerships. Various funding awards and opportunities were announced, including \$740,000 for diesel replacements and up to \$10 million for clean diesel and electric vehicle funding. Ryan reported updates on various projects, including electric vehicle deliveries, scholarship awards, and recognition for clean air initiatives in Lake and Porter counties. The Midwest ZEV project has \$25,000 in funding for schools interested in building an electric go-kart and participating in a one-year curriculum, with additional events like a National Drive Electric Week EV ride and drive planned.

Tom Vander Woude provided staff updates on various projects:

Lake County can apply for EDA FY2025 disaster supplemental grant funding for economic development projects, such as infrastructure and utilities, to increase economic resiliency, not just disaster recovery.

He reported that the Federal Highway Administration and Federal Transit Administration are conducting the quadrennial certification review of NIRPC's planning process and are seeking public feedback on the transportation planning process in Northwestern Indiana through August 26. Everyone is encouraged to fill out a comment form, which will be sent out via Constant Contact. After reviewing documentation and public comments, the FTA will issue a report by the end of the year with commendations, recommendations, and possible corrective actions.

Tom reported that NIRPC received 15 road safety audit applications and will review and prioritize review them and contact sponsors in two weeks regarding funding for 9-10 projects.

With no further business to discuss, the meeting was adjourned at 11:00 a.m. The next TC meeting is slated for September 9 at the NIRPC building.

References

[YouTube recording of 8/5/2025 TC meeting](#)



[Drive Clean Indiana](#)



[TIP Amendments 26-02.1, 26-02.2 and 26-02.5](#)

