1.0 Call to Order and Pledge of Allegiance - Michael Griffin

2.0 New Appointments to the Commission - Attorney Dave Hollenbeck

3.0 Roll Call - Candice Eklund

4.0 Public Comment on Current Agenda Items
   Members of the audience who have signed up to comment on agenda items will be recognized by
   the Chair. Time is limited to 3 minutes per commenter. Commenters must indicate on the sign-in
   sheet prior to the start of the meeting.

5.0 Approval of the Minutes of the January 16, 2020 Full Commission Board Meeting (pp. 1-4)
   ACTION REQUESTED: Approval

6.0 Report of the Chair - Michael Griffin

7.0 Report of the Executive Director - Ty Warner
   7.1 Staff Service Award

8.0 Emergency Status of the Shoreline and Erosion Issues
   8.1 Transmittal Letter to Governor Holcomb - (pp. 5-6)
   8.2 Sense of the Commission Resolution – (pp. (7-10)
      INFORMATIONAL (No Action Required)

9.0 Finance and Personnel Committee - Justin Kiel (pp. 11-12)
   9.1 Brownfield Coalition Assessment Contract (pp. 13-29)
      ACTION REQUESTED: Approval
   9.2 Procurement Recommendation #20-08 (p. 30)
      ACTION REQUESTED: Approval
9.3 Resolution #20-05 - Title VI Program (p. 31)

Title VI Program draft document available separately.

ACTION REQUESTED: Approval

10.0 Technical Planning Committee - Kevin Breitzke (pp. 32-34)

11.0 INDOT, Matt Deitchley, La Porte District Deputy Commissioner

12.0 Other Business

13.0 Announcements

14.0 Adjournment

The Northwestern Indiana Regional Planning Commission (NIRPC) prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.
Call to Order
Chairperson, Diane Noll, called the meeting to order at 9:06 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

Roll call was taken by Candice Eklund.

Present
The 33 Commissioners present included Janet Beck (Pottawattomie Park), Geof Benson (Beverly Shores), Kevin Breitzke (Porter County Surveyor), Charlie Brown (Lake County Council), Mary Brown (Gary), Bill Carroll (Lake Station), Robert Carnahan (Cedar Lake), Anthony Copeland (East Chicago), Joshleen Denham (Trail Creek), Tom Dermody (La Porte), Daina Dumbrys (Michiana Shores), Will Farrellbegg (Lowell), Michael Griffin (Highland), Richard Hardaway (Merrillville), Eric Hull (Burns Harbor), Jack Jeralds (Schneider), Tim Jones (Kouts), Justin Kiel (La Crosse), Sue Lynch (Portage), Tom McDermott (Hammond), Lori Mercer (Westville), Wendy Mis (Munster), Edward Morales (Porter Township Trust), Diane Noll (Wanatah), David Peeler (Hebron), Tom Schmitt (Schererville), Brian Snedecor (Hobart), Greg Stinson (Porter), Gerald Swets (St. John), Sharon Szwedo (New Chicago), Mary Tanis (Dyer), Jim Ton (Chesterton), and George Topoll (Union Township). Also present was Matt Deitchley representing INDOT.

Absent
The 18 Commissioners absent included Kyle Allen (Lake County Commissioner), David Anderson (Winfield), Jeanette Bapst (Dune Acres), Jim Biggs (Porter County Commissioner), Bill Emerson (Lake County Surveyor), Tony Hendricks (LaPorte County Surveyor), Andrew Kyres (Crown Point), Jeff Larson (Porter County Council), Sheila Matias (LaPorte County Commissioner), Robert Lemay (Long Beach), Matt Murphy (Valparaiso), Mark Ritter (Kingsbury), Michael Rosenbaum (LaPorte County Council), Rick Ryfa (Griffith), Carolyn Saxton (Ogden Dunes), Gene Simmons (Michigan City), Ed Soliday (Governor Appointee), and Joe Stahura (Whiting).

Kingsford Heights and The Pines have appointed no representatives to NIRPC.

Guests in Attendance
Guests present included Chris Salatas (Senator Todd Young), Bryan Blazak, Adam Parkhouse, Lauri Keagle (South Shore Clean Cities), Ray Dumbrys, Deb Backhus, Adrian Vera, and Christopher Murphy.

Staff in Attendance
Staff present included Ty Warner, Kathy Luther, Charles Bradsky, Scott Weber, Eman Ibrahim, Mitch Barloga, Peter Kimball, Kevin Polette, Lisa Todd, Talaya Jones, Flor Baum, Candice Eklund and attorney Dave Hollenbeck.

Public Comment
There were no public comments.

New appointments
Dave Hollenbeck announced the appointments to the Commission of Councilwoman Janet Beck (Pottawattomie Park), Mayor Bill Carroll (Lake Station), Mayor Tom Dermody (City of LaPorte), Councilwoman Daina Dumbrys (Michiana Shores), Councilman Eric Hull (Burns Harbor), Mayor Sue Lynch (Portage), Councilman David Peeler (Hebron), and Councilwoman Mary Tanis (Dyer).
Self-introductions were made by the Commissioners and NIRPC staff.
Diane Noll thanked the Commissioners for their help and support while she served as Chair of the Commission this past year.

**Presentation of Norman E. Tufford Award - Ty Warner**  
Ty Warner presented the Norman Tufford Award “for exceptional dedication and service to NIRPC” to Geof Benson, Town Councilman from Beverly Shores. Benson has served as a NIRPC Commissioner since 2008, and served as President of the National Association of Regional Councils, where he is extremely active on the national level. Geof thanked the committee and said the award meant a lot to him.

**2019 NIRPC Annual Report – Ty Warner**  
Ty Warner presented NIRPC’s 2019 Annual Report in a new, graphically-designed format, and thanked NIRPC staff for their contributions. The report, highlighting NIRPC’s activities over the past year, is available online at www.nirpc.org.

**2019 Commissioners with Perfect Attendance - Ty Warner**  
Mr. Warner presented perfect attendance awards to Geof Benson, George Topoll, and Justin Kiel for attending all Full Commission and Executive Board meetings in 2019. With the appointment of several new commissioners, Ty also discussed the difference in meeting formats for an Executive Board and the Full Commission.

**Minutes**  
The minutes of the December 12, 2019 Full Commission meeting were approved on a motion by Greg Stinson and second by Robert Carnahan.

**Officers & Executive Board for 2020 - Diane Noll**  
Diane Noll said the nominating committee met to develop the slate for the 2020 officers and Executive Board, and presented that slate to the Commission.

Elected as Chair for 2020 was Michael Griffin, Town of Highland. George Topoll, Union Township Trustee was elected Vice-Chair. Justin Kiel, Town Council President of La Crosse, was elected as Secretary, and Richard Hardaway, Councilman from Merrillville, was elected Treasurer.

Members elected to the Executive Board included Councilman Will Farrellbegg (Lowell) and Mayor Tom McDermott (Hammond), representing Lake County; County Commissioner Sheila Matias and Mayor Tom Dermody (LaPorte), representing LaPorte County; and Councilman James Ton (Chesterton) and Councilman Greg Stinson (Porter), representing Porter County.

With no further indication otherwise, State Representative Ed Soliday (Indiana House of Representatives, 4th District) continues as the Governor’s Appointee to the Commission. Diane Noll, Clerk-Treasurer of Wanatah, now serves as Immediate Past President. On motion by Geof Benson and a second by George Topoll, the Commission voted to adopt the 2020 slate as presented.

Diane Noll turned the gavel over to newly-elected Chairman, Michael Griffin, Clerk-Treasurer of the Town of Highland. Mr. Griffin previously served in this capacity in 2017. Ty Warner presented the gavel Plaque to Diane Noll for past chairmanship and expressed his appreciation for her dedication last year.

**Finance & Personnel Committee – Justin Kiel**  
Justin Kiel reported the Finance & Personnel (F & P) Committee met this morning to review the reconciliation of the claims register and stated there were three actions for consideration today.
Justin Kiel said the Executive Director Contract amendment comes with a favorable recommendation from the F & P Committee. On motion by Geof Benson and a second by Jim Ton, the Full Commission voted to adopt the Executive Director Contract - 2020 Addendum.

Justin Kiel said the budget amendment was recommended by the F & P Committee. On motion by Tom McDermott and a second by Greg Stinson, the Full Commission voted to approve the Budget Amendment for 2020 Budget.

Justin Kiel said the FTA Procurement Manual Update comes with a favorable recommendation from the F & P Committee. Ty Warner added this update brings the FTA manual, previously adopted in 2012, to reflect the NIRPC policy previously adopted and meets other new requirements. On motion by Kevin Breitzke and a second by Bob Carnahan, the Full Commission voted to approve the FTA Procurement Manual Update, NIRPC Resolution #20-01.

Environmental Management Policy Committee (EMPC) - Kathy Luther

EMPC Chair Bill Emerson was not present due to a conflict with the Kankakee River Basin and Yellow River Basin Development Commission meeting. Kathy Luther reported EMPC met on January 9, 2020. The Environmental Protection Agency presented on their sub-area environmental response plan due to spills that occurred in Lake Michigan recently. The next stakeholders meeting for emergency responders is scheduled on February 4, 2020 in Michigan City at City Hall.

At the end of last year, the EMPC was charged with investigating issues for vehicle emissions testing. A working group was established and the first event scheduled by the working group is an education event scheduled on February 7, 2020 at NIRPC.

CommuniTree applications are due February 21. Applications are available on NIRPC’s website.

Mayor Tom McDermott inquired if the EMPC Committee has been discussing the jeopardy of high water levels on Lake Michigan in their meetings. Geof Benson noted a letter had been submitted to Indiana’s Governor requesting aid for this issue. A response was received from FEMA on January 15, stating it was a local issue that would need to be resolved by each community. Ty Warner added a resolution had been passed by this Commission early last year in support of funding for an erosion study.

Michael Griffin stated there is a force when NIRPC acts as the Body of Northwest Indiana as they are tasked by state laws to be engaged in Transportation, Environment, and Economic Development as a Council of Governments. Charlie Brown informed the Commissioners that the legislative body in Indianapolis is taking action on this matter now and this needs an immediate response from NIRPC.

On a motion by Charlie Brown and second by Kevin Breitzke, the Full Commission authorized a task force group to be formed to compose a Sense of the Commission letter, to be sent on behalf of the Commission, in an effort to address the emergency status of the shoreline and erosion issues.

The Commissioner’s assigned to the task force were Michael Griffin, Geof Benson, Sue Lynch, Tom McDermott, and Greg Stinson. Mr. Griffin will draft the letter and send it to Ty Warner to forward to the task force for comment.

Technical Planning Committee - Kevin Breitzke

The Technical Planning Committee (TPC) met on January 4, 2020. Kevin Breitzke stated there were three actions for consideration today.

Scott Weber presented on Resolution 20-03. The resolution is requesting a vote for NIRPC to amend the NWI 2050 Plan as a technical amendment. On motion by Jim Ton and a second by George Topoll, the Full Commission voted to approve Resolution 20-03 - NWI 2050 Plan Technical Amendment #1.
Scott Weber also presented on Resolution 20-04, a technical amendment to update the federally required safety performance measure targets in the FY 2020-2024 Transportation Improvement Program (TIP). On motion by Geof Benson and a second by Will Farrell, the Full Commission voted to approve Resolution 20-04 - Transportation Improvement Program Technical Amendment #1.

Charles Bradsky presented on the one Public Comment received during the public comment period for the draft changes to the 2020-2024 TIP. The comment was a request to increase the capacity of the roadways for two state roads. The comment was responded to and forwarded to INDOT. Charles presented on Resolution 20-02, Amendment #3 to the FY 2020-2024 TIP for 29 added projects in the region. On motion by George Topoll and a second by Brian Snedecor, the Full Commission voted to approve Resolution 20-02, FY 2020-2024 Transportation Improvement Program, Amendment #3.

Charles Bradsky briefed the Commission on the emergency amendment that was approved by Ty Warner between January 6-9, 2020. The five projects in question were already in the TIP, but the design phases had not been included. The inter-agency consultation group consisting of INDOT, FHWA, EPA, IDEM, and FTA approved the emergency amendment.

**INDOT – Matt Deitchley**

Matt Deitchley introduced himself to the newly appointed Commissioners and said he is available after the meeting to discuss any questions or concerns they may have. Matt introduced Adam Parkhouse, newly appointed Media Relations Director with the LaPorte District, as an additional contact within INDOT. There will be significant construction on I-94, I-65 and State Route 2 highways in the near future.

**Announcements**

Geof Benson noted for the newly appointed Commissioners that they should be receiving an email from Michael Griffin regarding the committees they want to serve on at NIRPC.

Robert Carnahan distributed a listing showing population by county from the 2010 census. Robert provided a brief video on the United States 2020 Census and reminded the Commissioners of the census beginning April 1, 2020.

Geof Benson introduced Chris Salatas, District Representative for Senator Todd Young, stating he may be a helpful resource in discussing the emergency response needed in NWI.

**Adjournment**

Hearing no other business, Diane Noll adjourned the meeting at 10:21 a.m.
The Executive Board will meet on March 19, 2020 at 9:00 a.m. at NIRPC.

A digital MP3 of this meeting is filed. Contact nirpc@nirpc.org should you wish to receive a copy of it. Barring technical issues, the livestream video recording of this meeting is available on NIRPC’s YouTube channel at https://www.youtube.com/user/NIRPCPlanning.
Tuesday, February 25, 2020

Eric Holcomb
Governor
State of Indiana
The State House
200 W. Washington Street, Room 206
Indianapolis, Indiana 46204

Re: Sense of the Commission Resolution from the Northwestern Indiana Regional Planning Commission, communicating the Sense of the Commission Regarding Needs for Action on Lakeshore Erosion

Dear Gov. Holcomb:

Hello. I hope this missive arrives to find you well.

I am writing this letter in order to transmit to you the Northwestern Indiana Regional Planning Commission (NIRPC) sense of the commission resolution. It was being prepared for your attention even while you were gathering information first-hand about the Lake Michigan shoreline exigency regarding high water levels and the consequential shoreline erosion.

Your recent Executive Order did address many of the actions that this sense of the commission resolution urges. Thank you. Thank you very much for that. The leadership and commissioners of NIRPC are sincere in our appreciation of your attention to the shoreline crisis and for taking the steps you have so far.

However, the enclosed sense of the commission resolution remains important to transmit to you as it also calls for an emergency declaration, which your recent executive order left as unsettled business. Such a declaration is an essential element to addressing this exigency. As you know, such a declaration is a necessary predicate to the deployment of Federal FEMA resources.

As you further apprehend, the enormity of the challenges and needed remedies for the Northwest Indiana shoreline erosion and highwater levels, exceed any of the local resources that any single or several cities or towns could marshal. The public financial resources that have been conferred upon local governments under Indiana law, were not designed fully to address an exigency of the magnitude of Lake Michigan’s high water level and consequential unusually damaging erosion as being experienced by Northwest Indiana. This is especially so for the 12 municipalities that border the Lake Michigan shoreline in Lake, Porter and LaPorte Counties.

While the twelve municipalities experience the challenge most keenly, all 46 NIRPC member governments share the benefits of the Lake Shore. As a council of governments, the bounty
of any member government is a shared one just as its burden is too. So, we speak with one voice, evinced in the enclosed instrument to appeal to you to take the added step of offering the emergency declaration that situation insists upon.

Please receive the enclosed Sense of the Commission Resolution sent under the authority of NIRPC for your consideration and favor. It is our hope that you will favor the sentiments expressed in this resolution, and be moved to carry out its requested steps, some of which you have set in motion with your recent executive order. Finally, we hope that the sentiments of the Resolution have sufficient compelling appeal that you will be moved to make the emergency disaster declaration for the area in order to trigger the added resources for a remedy.

Sincerely,

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Chair
Northwestern Indiana Regional Plan Commission

Enclosure: Sense of Commission Resolution
NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION
Resolution No 2020-07

A RESOLUTION ARTICULATING THE “SENSE OF THE
COMMISSION” AS A METROPOLITAN PLANNING
ORGANIZATION AND A COUNCIL OF GOVERNMENTS
REGARDING THE EXIGENT SITUATION FOR LAKE SHORE
COMMUNITIES AND THE EMERGENCY OF LAKESHORE
EROSION.

WHEREAS, The Northwestern Indiana Regional Planning
Commission, as the Metropolitan Planning Organization and Council of
Governments for the Region, from time to time, encounters issues of public
import and moment which invite an expression from the elected
representatives as part of the public discourse on the matter;

WHEREAS, Article 1, Section 31 of the Indiana Constitution
provides that no law shall restrain any of the inhabitants of the State from
assembling together in a peaceable manner, to consult for their common
good, nor from instructing their representatives, nor from applying to the
General Assembly for redress of grievances;

WHEREAS, The Northwestern Indiana Regional Planning
Commission is comprised of 53 different officials, 22 from Lake County, 14
from Porter County, 16 from LaPorte County, and a member of the Indiana
House, appointed by the Governor;

WHEREAS, The Northwestern Indiana Regional Planning
Commission offers professional planning and a forum for the forty-three
governments, and three counties under its aegis to exhibit the triumph of
regionalism over provincialism, these officials and governments share
burdens and bounties in order to make the region a better place to live, work
and play;

WHEREAS, The Northwestern Indiana Regional Planning
Commission, notes that while 12 municipalities in fact have shoreline on
their borders, all forty-one cities and towns, two townships and three
counties are impacted by the health and resilience of the beaches and
shoreline of Lake Michigan, because all are coastal communities;

WHEREAS, The Northwestern Indiana Regional Planning
Commission, further notes that Communities along the shores of Lake
Michigan are experiencing record-breaking high water levels that are
damaging infrastructure, destroying property, and impacting tourism – a
sector of the economy shared with the State of Indiana;
WHEREAS, The Northwestern Indiana Regional Planning Commission, still further notes that owing to a lack of shelf ice to protect the shore and projections for lake levels to rise as much as another twelve inches, there remains a great likelihood of highly unfavorable conditions that could quickly become much worse;

WHEREAS, The Northwestern Indiana Regional Planning Commission, still further reckons that the impacts of high lake levels and coastal erosion are slow-rolling, but highly consequential, noting already the acute concerns exhibited by private as well as public sector actors with investments along the Lake Michigan Shoreline, who witness historic structures, beachfront amenities, and public infrastructure are destroyed due to an inability to marshal sufficient resources for their protection;

WHEREAS, The Northwestern Indiana Regional Planning Commission, still further reckons that Lakeshore erosion is not a static challenge, but rather an evolving one of a pernicious nature to wit:

- The Indiana Dunes State Park receives more visitors than any other state park and consequently is an important source of DNR revenues and a decline in visitors due to disappearing beaches and lakeshore erosion would negatively impact the DNR’s ability to support its fee supported services;

- Michigan City’s largest public park has been inundated during these high water events;

- Cities of Whiting, Portage, Hammond, East Chicago, and Michigan City and others have considerable public investments along the Lake Shore that the threat of rising water levels and erosion place at risk, in fact structures in the newly constructed Portage Lakefront Park have already been significantly damaged by the high lake levels and additional damage to primary structures is imminent;

- Private property, utilities, public roads, and/or public beaches in the communities of Long Beach, Dune Acres, Beverly Shores, Ogden Dunes, and the Town of Porter are under constant threat of destruction;

- The Town of Beverly Shores has spent considerable capital using debt financing and additionally relying on donations, to secure and prevent the destruction of Lake Front Drive, and more funding is urgently needed;
• Lake Michigan has risen nearly six feet since 2013 and is projected by NOAA to go up by as much as another 12 inches through June; and

• The possible impact of these exigent water levels in Lake Michigan upon the State’s Port at Burns Harbor, the Steel Mills, the Oil Refineries, the Investor owned public utility plants of NIPSCO, while not known must be a concern as this exigency continues;

WHEREAS The Northwestern Indiana Regional Planning Commission by and through its elected officers and members wishes to offer a distinct, public expression on the great public import of this matter,

NOW, THEREFORE BE IT RESOLVED by the Northwestern Indiana Regional Planning Commission, that the sense of the Commission is as follows:

Section 1. It is the sense of the Commission that Governor Holcomb should without undue delay investigate and exercise all his lawful emergency powers and executive authority by declaring a public emergency to address the issue of Lakeshore erosion and its deleterious consequences;

Section 2. It is the sense of the Commission that Governor Holcomb should investigate and exercise all his lawful emergency powers and executive authority by authorizing INDOT or the Indiana National Guard to employ its resources to transport materials to impacted sites in collaboration with local authorities;

Section 3. It is the sense of the Commission that Governor Holcomb should investigate and exercise all his lawful emergency powers and executive authority by directing the proper state agencies and departments to work with the appropriate Federal partners to bring the necessary resources to the affected or impacted communities;

Section 4. It is the sense of the Commission that Governor Holcomb should gather and exercise all his lawful emergency powers and executive authority by urging the appropriate state leadership from both the executive and legislative branches to evaluate and adopt the necessary measures to protect threatened resources, to prepare for the prospect of enduring threat from high lake levels and to equip and guide long-term solutions to prevent loss from future lake level incidents;

Section 5. That the proper officer of the Commission be hereby further instructed to transmit and forward this resolution to Governor Holcomb, and such other persons as may be deemed to have an interest in this matter and to encourage the Governor and such other persons with an
interest in this matter to carry out the objects and purposes of this “Sense of the Commission Resolution”.

Approved and Recommended by the Lake Michigan Ad Hoc Task Force authorized by the Commission at its Meeting of January 18, 2020.

ADOPTED this 18th day of February 2020, by the Northwestern Indiana Regional Planning Commission.

[Signature]

Michael W. Griffin, Chairman

Attest:

[Signature]

Justin Kiel, Secretary
NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

FINANCE AND PERSONNEL COMMITTEE

February 20, 2020

NIRPC Dune Room, Portage, Indiana

Members Present
Richard Hardaway - Chair
Justin Kiel
George Topoll
Bob Carnahan

Staff and Others Present
David Hollenbeck
Kathy Luther
Talaya Jones
Meredith Stilwell
Lisa Todd
Stephanie Kuziela
Ty Warner

Call to Order
Richard Hardaway called the meeting to order at 8:33 am with the Pledge of Allegiance.

Approval of Minutes
The minutes of the January 16, 2020 meeting were approved as presented on motion by Bob Carnahan and second by George Topoll.

Review of Financial Status – January 2020
Talaya Jones presented the January 2020 bank reconciliations for the NIRPC general account and the Revolving Loan Fund (RLF) account. The general account beginning balance from 1/1/2020 was $1,619,634.84 and ending balance for 1/31/2020 was $1,566,148.23. The RLF account beginning balance from 1/1/2020 was $113,012.37 and ending balance for 1/31/2020 was $116,979.62.

Talaya presented the financial status report for January 2020. As of January 31, 2020, $111,471 in salaries and $52,500 in fringe benefits was expended, as well as $4,741 in maintenance, $12,197 in departmental and $11,810 in contractual. Talaya noted that communications: transportation was over budget due to a software renewal and communications: allocation functions was over budget due to the purchase of a staff development training program subscription. Talaya also referenced the transit capital fund expenditure of $1,682,521 which was for the purchase of four buses for East Chicago.

Talaya presented the year to date January 31, 2020 expended by category chart. 52% of the expended budget was salaries and 24% fringe benefits.

Talaya presented the year to date January 2020 budget vs. actual revenue chart. There is currently not a lot of activity due to the December 2019 closing and quarterly reports. More activity will transpire in February

Preliminary Report of Financial Status as of December 31, 2019
Talaya Jones presented the December 2019 bank reconciliations for the NIRPC general account and the Revolving Loan Fund (RLF) account. The general account beginning balance from 12/31/2019 was $1,381,858.57 and ending balance for 12/31/2019 was $1,631,510.76. The RLF account beginning balance from 12/1/2019 was $172,941.59 and ending balance for 12/31/2019 was $113,012.37. $65,000 was expended from the RLF account for a loan to Bare Bones Gastro Pub.
Talaya presented the preliminary financial status report for December 31, 2019. All categories were under 2019 budgeted figures. It was noted that contractual: environmental projects was under budget by a large amount due to getting contracts late. The money will be spent in 2020. Final figures will be presented to the Committee at the March 19, 2020 meeting.

Talaya presented the preliminary year to date December 31, 2019 expended by category chart. 49% of the expended budget was salaries and 19% fringe benefits.

Talaya presented the preliminary year to date December 31, 2019 budget vs. actual revenue chart. Revenue for 2019 was budgeted at $3,421,335 with $2,733,567 collected. 58% of revenue was from State agencies and 20% from County appropriations. Talaya noted the Federal agency revenue was under the budgeted revenue amount due to the Brownfield grant to being fully executed.

**Approval of Claims Register – January 2020**
Talaya presented the January 2020 claims register totaling $197,264.80 to the Committee for approval. After discussion regarding a $4,200.00 payment to ESRI, Inc for a one-year GIS license agreement, on motion by George Topoll and second by Justin Kiel, the Committee approved the claims register.

**Personnel updates**
Meredith Stilwell introduced Stephanie Kuziela, NIRPC's newly hired Accountant, to the Committee. There are currently two open positions which NIRPC is looking to fill. Accounts Payable and Programming and Grant Assistant. Due to the more pressing need for the Accounts Payable position to be filled, the Programming and Grant Assistant position will be addressed after that need is met.

**Other Business**
Bob Carnahan displayed a Times Insert that featured NIRPC Commission Justin Kiel and also included an article written by Sheila Mattias.

**Adjournment**
There being no further business the meeting was adjourned.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 19th day of March, 2020 by and between the Northwestern Indiana Regional Planning Commission (hereinafter called “NIRPC”) and SME (hereinafter called “Company”), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, NIRPC desires to engage the Company to render certain technical and professional services described herein in connection with a project that will utilize federal funds from the United States Environmental Protection Agency (USEPA) under the USEPA 2019 Cooperative Agreement No. BF-00E02718-0.

WHEREAS, NIRPC is required to acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR Section 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff, and

WHEREAS, the Company has extensive experience, knowledge, and expertise related to these Services; and

WHEREAS, the Company has expressed willingness to furnish the Services in connection therein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I.

1.1. EMPLOYMENT OF THE COMPANY. NIRPC hereby agrees to engage the Company and the Company hereby agrees to perform the services set forth under the Scope of Services in Exhibit A.

1.2. TERM OF AGREEMENT. The term of this Agreement shall be effective as of the date of its execution and shall remain in effect through September 30, 2022, or until the project has concluded.
1.3. **SCOPE OF SERVICES.** NIRPC will be the primary point of contact for this project and will monitor and assess progress towards the work plan. All work products generated as a result of this contract will be provided to NIRPC. NIRPC will make them available to USEPA, IDEM, and Coalition member organizations. The Company shall perform in a professional manner, and carry out all of the work tasks necessary to complete the scope or work and deliverables described in Exhibit A.

1.4. **BUDGET & PAYMENT.** Company shall invoice NIRPC for services performed outlined in Exhibit A with a not to exceed amount of $499,800. The approved Budget and rates are set forth in Exhibit B. SME shall have the right to amend or adjust said fee schedules through written notice to the NIRPC no more than once per calendar year during the term of this Agreement. A claim form, as prescribed by the Indiana State Board of Accounts, must be signed and mailed with each invoice. All invoices shall be mailed or emailed to NIRPC:

   Attention: Accounts Payable
   6100 Southport
   Portage, IN 46368

   NIRPC will make payment within 30 days so long as all required reports are received in a timely manner. No Payments will be made for site specific assessment or clean-up planning activities that occurs before a signed Notice to Proceed for the site is issued by NIRPC.

1.5. **MODIFICATIONS OF AGREEMENT.** NIRPC may require changes in the services to be performed. No changes to the services outlined under this Agreement shall be made without written notification to NIRPC and without NIRPC’s written concurrence. All changes must be agreed to in writing by NIRPC.

**ARTICLE II. GENERAL PROVISIONS**

2.1. **ACCESS TO RECORDS.** The Company and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Company and its subcontractors 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 for inspection by NIRPC, USEPA, or any other authorized representative of the federal and state government and copies thereof shall be furnished at no cost if requested.
2.2. **AMERICANS WITH DISABILITIES ACT.** Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR § 35.101 et seq., the company understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the contract or from activities provided for under the contract on the basis of the disability. As a condition of accepting the contract, the consultant agrees to comply with the "general prohibitions against discrimination," 28 CFR §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by NIRPC. The company shall be responsible for and agrees to indemnify and hold harmless NIRPC from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against NIRPC as a result of the consultant's failure to comply with the provisions of subparagraph an above.

2.3. **ASSIGNABILITY.** The Company binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the Company shall not assign, sell, sublet, transfer, subcontract, or otherwise dispose any interest in the whole or any part of this Agreement without NIRPC's prior written consent.

2.4. **CERTIFICATION OF NO INVESTMENT IN IRAN.** As required by IC 5-22-16.5, the Company certifies that the Company 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. Attached hereto and made a part of this contract as Exhibit C, the Company has executed the Employment Eligibility Verification statement required by IC 5-22-16.5.

2.5. **CIVIL RIGHTS.** The Company shall agree with the following in connection with this Agreement:

   a) **Nondiscrimination in USEPA Programs.** The Company agrees to comply with the provisions of 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment of business opportunity.

   b) **Nondiscrimination – Title VI of the Civil Rights Act.** The Company agrees to comply with, and assure compliance by each third party contractor at any tier and such subrecipient at any tier under the Programs, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 40 CFR, Part 21, and any implementing requirements USEPA may issue. Specifically, the Company will assist NIRPC in providing meaningful access to limited English proficiency (LEP) individuals.
c) **Equal Employment Opportunity.** The Company agrees to comply with, and assures the compliance of each third party contractor at any tier and such subrecipient at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and 59 U.S.C. 5332 and any implementing requirements USEPA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

   a. **General Requirements.** The Company agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Company agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company also agrees to comply with any implementing requirements USEPA may issue.

d) **Disadvantaged Business Enterprise.** This contract is subject to the requirements of Title 40, CFR Part 33 *Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.* The Company agrees to comply with the contract administration provisions of 40 CFR Section 33.302. The Company will assist NIRPC in fulfilling reporting requirements according to 40 CFR Subpart E and meeting the Fair Share Objectives/Goals in 40 CFR Part 33 Subpart D as negotiated by the Indiana Department of Environmental Management (IDEM) as follows:

   a. Minority-Owned Business Enterprise (MBE): 5%
   b. Women-Owned Business Enterprise (WBE): 7%

e) **Nondiscrimination of the Basis of Sex.** To the extent feasible, the Company agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.

f) **Nondiscrimination on the Basis of Age.** The Company agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.

g) **Nondiscrimination for persons with disabilities.** The Company agrees to comply with the applicable requirements of Section 504 of the Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance.

h) **Other Nondiscrimination Statutes.** The Company agrees to comply with any other nondiscrimination statute(s) that may apply to the Program.
2.6. **CLEAN AIR.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Company agrees to report each violation to NIRPC and understands and agrees that NIRPC will, in turn, report each violation as required to assure notification to the appropriate USEPA Regional Office.

2.7. **CLEAN WATER.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. the Company agrees to report each violation to NIRPC and understands and agrees that NIRPC will, in turn, report each violation as required to assure notification to the appropriate USEPA Regional Office.

2.8. **CONFLICT OF INTEREST.** The Company acknowledges that they (or it and its directors, officers, employees and agents), may potentially be deemed to be a “public servant” as defined by Indiana Code § 35-31.5-2-261. Company hereby represents and certifies that it may enter into this agreement under Indiana Code § 35-44-1 and, to the extent applicable, will execute and file with the NIRPC and the appropriate bodies a Uniform Conflict of Interest Disclosure Statement, prior to the NIRPC’s approval of this Agreement.

2.9. **DEBARMENT AND SUSPENSION.** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Company is required to verify that none of the owners, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Company is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Company 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 Company.

2.10. **DRUG-FREE WORKPLACE.** The Company hereby agrees to take a good faith effort to provide and maintain a drug-free workplace. The Company will give written notice to NIRPC within ten (10) days after receiving actual notice that the Company or an employee of the Company within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.
2.11. **E-VERIFY UTILIZATION.** The Company confirms compliance with IC 22-5-1.7 and in so doing verifies enrollment in the federal E-Verify Program establishing eligibility status of all newly hired employees. Attached hereto and made a part of this contract as Exhibit D, the Company has executed the Employment Eligibility Verification statement required by IC 22-5-1.7-3.

2.12. **ENERGY CONSERVATION.** The Company agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.13. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

2.14. **FEDERAL CHANGES.** The Company shall at all times comply with all applicable USEPA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Cooperative Agreement between NIRPC and USEPA, as they may be amended or promulgated from time to time during the term of this contract. The Company’s failure to so comply shall constitute a material breach of this contract.

2.15. **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 in accordance with Section 2.31.

2.16. **INCORPORATION OF USEPA GENERAL TERMS AND CONDITIONS.** The preceding provisions include, in part, certain General Terms and Conditions required by USEPA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USEPA, as set forth in the USEPA General Terms and Conditions Effective October 1, 2019, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USEPA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Company shall not perform any act, fail to perform any act, or refuse to comply with any NIRPC requests which would cause NIRPC to be in violation of the USEPA terms and conditions.
2.17. INCORPORATION OF FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS. The Company is responsible for ensuring its compliance with all applicable USEPA and other federal requirements. Additionally, the Company is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable USEPA requirements. Upon request of NIRPC or USEPA, Company shall provide evidence of the steps it has taken to ensure its compliance with the EPA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor’s compliance, at all tiers.

2.18. INDEPENDENT ENTITY; WORKER’S COMPENSATION INSURANCE. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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. The Company shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Company’s employees.

2.19. INSURANCE. The Company shall secure and keep in force during the term of this Agreement, the following insurance coverages, covering the Company for any and all claims of any nature which may in any manner arise out of or result from this Agreement:
   a) Commercial general liability, including contractual coverage, and products or completed operations coverage, if applicable, with minimum liability limits of $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by statute;
   b) Prior to commencement date of the Services provided herein, the Company shall provide proof of such insurance coverage naming NIRPC as a co-insured by tendering to the NIRPC a certificate of insurance prior to the commencement of this Agreement;
   c) The insurance coverage required under this Agreement shall include a provision that the policy and endorsements may not be cancelled or modified without prior written notice to NIRPC.

2.20. LAWS TO BE OBSERVED. The Company shall make itself familiar with and at all times will observe and comply with all Federal, State and Local laws and ordinances and regulations which, in any manner, govern or affect the conduct of the work. All services shall conform to the requirements and be eligible for funding under the USEPA and the Indiana Department of Environmental Management (IDEM) and an approved Quality Assurance Project Plan.
(QAPP), and in accordance with applicable federal laws, rules, and regulations including CERCLA Section 104(k) and 2 CFR Part 200, applicable state laws, rules and regulations, and standards of practices as outlined in the Cooperative Agreement.

2.21. **LIABILITY OF THE PARTIES.** The Company shall indemnify and save harmless NIRPC, its officers, officials, and employees, Coalition members Northwest Indiana Regional Development Authority and Northwest Indiana Forum Foundation, the USEPA and IDEM against claims, actions, causes of actions, judgments, and liens arising out of the Company’s negligent performance under this Agreement.

2.22. **LICENSING STANDARDS.** The Company and its employees and subcontractors 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 Company pursuant to this Contract. NIRPC shall not be required to pay the Company any services performed when the Company, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Company shall notify NIRPC immediately and NIRPC, at its option, may immediately terminate this Contract.

2.23. **NO OBLIGATION BY THE FEDERAL GOVERNMENT.** NIRPC and the Company acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NIRPC, the Company, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Company agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.24. **NON-COLLUSION AND ACCEPTANCE.** The undersigned attests, subject to the penalties for perjury, that he/she is the Company, or that he/she is the properly authorized representative, agent, member or officer of the Company, that he/she has not, nor has any other member, employee, representative, agent or officer of the Company, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement.
2.25. **NOTICE TO PARTIES.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent via email and hard copy to the following addresses, unless otherwise specifically advised.

Notices to NIRPC shall be sent to:
Ms. Kathy Luther, Chief of Staff
6100 Southport
Portage, IN 46368
kluther@nirpc.org

Notices to the Company shall be sent to:
Mr. Robert Walker
5835 W. 74th Street
Indianapolis, IN 46278

2.26. **PREVAILING WAGE REQUIREMENTS.** Although assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act, The Company will assist NIRPC in notifying the USEPA Project Officer if there are unique circumstances such as the removal of an underground storage tank or another structure and restoration of the site where the Davis-Bacon Act(40 U.S.C. 3141-3144, and 3146-3148) and associated U.S. Department of Labor regulations for all construction, alteration, and repair contacts and subcontracts awarded with funds provided under this agreement by operation of CERCLA Section 104(g). Then USEPA will provide guidance on compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

2.27. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

(1) The Company acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Company certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Company further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Company to the extent the Federal Government deems appropriate.

(2) The Company also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal
Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded, the Government reserves the right to impose penalties on the Company, to the extent the Federal Government deems appropriate.

2.28. RECYCLED PRODUCTS. The Company agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.29. REMEDIES. Time and performance are of essence in this Agreement. If the Company breeches any of the obligations herein, NIRPC may terminate this Agreement with 48 hours written notice. Such notice will render this Agreement null and void. In the event NIRPC terminates this agreement and elects to enforce its terms, the Company shall pay all costs and expenses incurred by NIRPC in such proceedings, including reasonable attorney’s fees.

2.30. RESTRICTIONS AGAINST LOBBYING. The Company agrees to comply with the requirements of Title 40 CFR Part 34 “New Restrictions on Lobbying” and Title 2 CFR Part 200 Appendix II “Contract Provisions for Non-Federal Entity Contracts under Federal Awards” and specifically, that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, 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.

2.31. TERMINATION FOR CONVENIENCE. NIRPC, by written notice, may terminate this contract, in whole or in part, when it is in NIRPC’s interest. If this contract is terminated, NIRPC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
2.32. **TERMINATION FOR DEFAULT.** If the Company fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Company fails to comply with any other provisions of this contract, NIRPC may terminate this contract for default. NIRPC shall terminate by delivering to the Company a Notice of Termination that specifies the nature of the default. The Company will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Company was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NIRPC.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

Northwestern Indiana Regional Planning Commission

____________________________________
Ty Warner,
Executive Director

SME

____________________________________
Robert C. Rabeler, PE,
Senior Vice President

ATTEST:

Kathy Luther,
Chief of Staff
EXHIBIT A: SCOPE OF WORK

Work to be Performed:
NIRPC and the Coalition members have identified 4 Tasks to be conducted for this project.
Task 1 – Programmatic and Outreach:
   1.A. Program Management
   1.B. Community Outreach
Task 2 – Inventory
Task 3 – Site Assessment
Task 4 – Clean Up Planning

The Company is assigned responsibilities within each Task as outlined below:

TASK 1 – PROGRAMMATIC AND OUTREACH:

1.A Programmatic: NIRPC will be primarily responsible for overall program management,
compliance and reporting. The RDA (Coalition Member) will be assist with Coalition coordination
and communication throughout the project. The Company will provide professional services to
support NIRPC in performance of the programmatic activities needed to develop and implement
organizational and operational programs, policies, and procedures for successful achievement
of the USEPA Brownfields Coalition Assessment grant goals and objectives, including:

- Adhering to the technical, administrative, accounting, and reporting requirements for
  USEPA assessment grants.
- Update the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) as sites
  are assessed. ACRES will subsequently be updated with cleanup and/or redevelopment
  information as appropriate during and/or after the 3-year performance period.
- Assisting in the preparation and submission of quarterly reports, annual, and final reports
  as required by the USEPA, MBE/WBE Utilization reports as requested, etc.
- Efficiently managing any subcontractors for technical, budget and schedule performance
  for environmental consulting services or deliverables not performed by Company staff in-
  house.
- Regular project team meetings or teleconferences with NIRPC and Greater NWI Regional
  Brownfields Coalition working group members.
1.B Outreach: NIRPC will be the lead and work with other Coalition Members to coordinate and conduct community and stakeholder meetings and other community outreach activities (press releases, postings on Coalition Members and community websites and social media, additional meetings in target areas). The Company will assist with the following activities

- Participate in project “kick-off” meeting with local economic development organizations and commercial realtors hosted by the NWI Forum Foundation (Coalition Member) targeted for spring 2020.

Attend or provide technical review of community outreach activities and materials including notifying the impacted residents about assessments at priority and other sites as needed.

The Contractual Budget for Task 1 is $18,800 ($14,100 Haz Substances/$4,700 Petroleum)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coalition Coordination</td>
<td>Bi-Monthly Coordination calls and/or meetings</td>
<td>March 2020 – September 2022</td>
</tr>
<tr>
<td>Quarterly Reporting</td>
<td>Contribute to 10 Quarterly Reports in ACRES</td>
<td>July 2020 – September 2022</td>
</tr>
<tr>
<td>Kick Off Stakeholder Meeting/Workshop</td>
<td>1 Participation, technical support, and training materials at Spring 2020 Workshop with Local Economic Development Organizations</td>
<td>April-May 2020</td>
</tr>
<tr>
<td>Outreach and Education Materials</td>
<td>Provide support and technical review in the development of standard presentations and outreach materials for LEDOs, Realtors, Municipal Officials, and General Public.</td>
<td>April 2020 – July 2020 for original development.</td>
</tr>
<tr>
<td>Participate in Public Meetings or workshops pertaining to specific assessment or cleanup planning projects</td>
<td>Presentation for at least one meeting of the NIRPC Environmental Management and Policy Committee and one NWIFF Board Meeting.</td>
<td>April 2020 through September 2022</td>
</tr>
</tbody>
</table>

**Task 2 – Inventory:**

NIRPC will be the lead to maintain and update regional maps and databases of known assessed sites and refine proximity risk maps for unassessed parcels.
Coalition Member NWIFF will take the lead on engaging community partners to prioritize selection of additional sites for assessment based on the following:

- Sites identified as an imminent threat to public health or the environment;
- High-opportunity brownfields that will help the Coalition achieve its brownfields program goals; and
- Brownfields identified as high priority by communities served by Coalition Members.

Activities for the Company include:

- Provide technical support to NWIFF with regards to site selection/prioritization and eligibility.
- Ensure that all sites assessed are entered into ACRES and the Brownfield Inventory Tool

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter all sites assessed under this grant into ACRES and Brownfield Inventory Tool.</td>
<td>ACRES project sites up to date at the time of each quarterly report.</td>
<td>April 2020 – September 2022</td>
</tr>
<tr>
<td>Technical support for site selection, eligibility, and prioritization</td>
<td></td>
<td>Spring and Summer 2020</td>
</tr>
</tbody>
</table>

**TASK 3: SITE ASSESSMENT**

SME will be the lead on this task with oversite from NIRPC. Coalition member organizations will work with community partners and property owners to obtain site access agreements for non-publicly owned properties. Site Access scheduling will be coordinated with SME. The Coalition and SME will hold regularly scheduled monthly conference calls to ensure timely progress in obtaining site access, individual projects are progressing, and the overall site project schedules are met.

Activities to be performed include:

- Participate in a Pre-Quality Assurance Project Plan (QAPP) meeting with the USEPA Project Manager,
• Prepare QAPP, submit to US EPA for approval according to required process and timelines.

• Evaluate Coalition Priority sites (as well as additional sites identified during the performance period) for eligibility and draft eligibility determination documents for submission to US EPA (or Indiana Brownfield Program for Petroleum sites) conduct Phase I Environmental Site Assessments (ESAs), performed using the ASTM E1527-13 standard in order to comply with the USEPA All Appropriate Inquiries (AAI) rule. All ESA shall be performed by a qualified environmental professional as defined in ASTM E1527-13.

• Prepare Sampling and Analysis Plans (SAPs) and Health and Safety Plans (HASPs).

• Conduct Phase II ESAs, including Initial Site Characterizations (ISC)/Further Site Investigations (FSI) that are compliant with the Indiana Department of Environmental Management (IDEM) Remediation Closure Guide (RCG) or other IDEM guidelines as applicable.

• Conduct asbestos-containing material, lead-based paint surveys, and geophysical surveys, as applicable.

• Delineate the scope and extent of any contamination in a thorough but cost-effective manner on a site-specific basis.

• Incorporate green remediation strategies where feasible for the disposal of investigation derived wastes (see Attachment A).

• Coordinate all ESA activity with NIRPC, municipalities, USEPA, and IDEM as needed.

• Work with NIRPC to execute an efficient Notice to Proceed process to ensure that all sites have an eligibility concurrence and a site access agreement prior to initiating assessment activities.

The total budget for Task 3 is $442,500 ($333,500 Haz Substance/$109,000 Petroleum).

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>Eligibility Investigations</td>
<td>30 Eligibility Documents</td>
<td>April 2020 – July 2022</td>
</tr>
<tr>
<td>Phase I Assessments</td>
<td>20 Phase I ESAs</td>
<td>April 2020 – September 2022</td>
</tr>
<tr>
<td>Quality Assurance Project Plan</td>
<td>EPA Approved QAPP</td>
<td>April 2020-</td>
</tr>
<tr>
<td>Assessment Planning</td>
<td>10 SAP and HASPs</td>
<td>April 2020 – September 2022</td>
</tr>
<tr>
<td>Phase II and Hazardous Materials</td>
<td>8 Phase II ESAs</td>
<td>April 2020 - September 2022</td>
</tr>
<tr>
<td>Assessments</td>
<td>10 Haz Material Assessments</td>
<td>2022.</td>
</tr>
</tbody>
</table>
**TASK 4: CLEANUP PLANNING**

SME will lead this task and will conduct cleanup/ redevelopment planning as required by various state of Indiana clean-up programs such as Indiana Brownfields Program or Indiana Voluntary Remediation Program as preferred by redevelopment partners or end users.

Activities may include the following:

- Conducting cost-effective and efficient cleanup and remediation planning activities, as necessary, for priority sites.
- Incorporating green remediation strategies into cleanup planning where feasible.
- Collaborating with the NIRPC Regional Brownfields Coalition and other appropriate partners to develop an approach to reuse planning activities.
- Developing Cleanup and Reuse planning documents as per applicable IDEM guidelines, which may include Remedial Action Plans (RAPs), Analysis of Brownfield Cleanup Alternatives (ABCAs), obtaining Site Status Letters and/or Comfort letters, No Further Action letters, Environmental Restrictive Covenants, etc. Reuse plans may be requested by the working group and may be site-specific plans or area-wide plans as appropriate. Reuse planning activities to initiate brownfields revitalization may include the following: Site Reuse Assessment, Land Use Assessment, Market Study, Infrastructure Evaluation, Site Disposition Strategy. Planning activities to prepare brownfields sites for redevelopment may include: Site Reuse Vision, Revitalization Plan, Resource Roadmap, or Evaluation of Market Viability.
- Conducting insurance archeology to identify the presence of liability insurance coverage for priority sites.

Task 4 has a total budget of $36,000 ($30,000 Haz Substance/$6,000 Petroleum)

<table>
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<tr>
<th>Activity</th>
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<tr>
<td>Clean-up and Reuse Planning</td>
<td>10 Clean-Up and Reuse Plans</td>
<td>May 2020-Sept. 2022</td>
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### PERSONNEL

<table>
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<tr>
<th>Position</th>
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<tr>
<td>Technician I</td>
<td>60.00</td>
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<tr>
<td>Technician II</td>
<td>72.00</td>
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<td>Technician III</td>
<td>82.00</td>
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<tr>
<td>Technician IV</td>
<td>95.00</td>
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<tr>
<td>Laboratory Technician</td>
<td>100.00</td>
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<tr>
<td>Certified Welding Inspector (CWI)</td>
<td>105.00</td>
</tr>
<tr>
<td>Field Engineer/Geologist/Specialist, Survey Technician</td>
<td>100.00</td>
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<tr>
<td>Staff Engineer/Geologist/Architect/Specialist</td>
<td>110.00</td>
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<tr>
<td>Senior Staff Engineer/Geologist/Architect/Specialist, Surveyor</td>
<td>120.00</td>
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<tr>
<td>Project Engineer/Geologist/Architect/Consultant</td>
<td>135.00</td>
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<tr>
<td>Civil Designer, Licensed Surveyor</td>
<td>135.00</td>
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<tr>
<td>Senior Project Engineer/Geologist/Architect/Consultant</td>
<td>160.00</td>
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<tr>
<td>Project Manager, Senior Civil Designer, Senior Licensed Surveyor</td>
<td>160.00</td>
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<tr>
<td>Senior Consultant, Senior Project Manager</td>
<td>195.00</td>
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<tr>
<td>Certified Professional (Ohio VAP), Certified Industrial Hygienist</td>
<td>195.00</td>
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<td>Principal Consultant, Chief Consultant, Project Director</td>
<td>235.00</td>
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<td>Drafter</td>
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</tr>
<tr>
<td>CADD Operator</td>
<td>90.00</td>
</tr>
<tr>
<td>Senior CADD Operator</td>
<td>110.00</td>
</tr>
<tr>
<td>Log Processor</td>
<td>85.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>75.00</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>90.00</td>
</tr>
</tbody>
</table>

Minimum 4 Hours Per Day for field work.

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday) Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) Rates available upon request

### TRANSPORTATION AND EXPENSES

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Mileage Charge</td>
<td>0.80</td>
</tr>
<tr>
<td>Out-of-town Expenses (Airfare, Lodging, Subsistence, etc.)</td>
<td>At Cost + 20%</td>
</tr>
<tr>
<td>Subcontract Expenses, Equipment Rental</td>
<td>At Cost + 20%</td>
</tr>
<tr>
<td>Direct Expenses (Prints, Permits, Maps, etc.)</td>
<td>At Cost + 20%</td>
</tr>
<tr>
<td>Hard Copies of Report</td>
<td>75.00</td>
</tr>
<tr>
<td>Plotting 24 x 36 (Black &amp; White)</td>
<td>10.00</td>
</tr>
<tr>
<td>Plotting 24 x 36 (Color)</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Other Services including Drilling, Equipment use, and Laboratory Testing See Appropriate Fee Schedule
Procurement Recommendations
March 19, 2020

New SouthShore Connect Buses – Procurement #20-08
• This project on behalf of the City of Valparaiso for two (2) new SouthShore Connect buses.
• Paid with Federal Transit Administration funds (80%) out of grant IN-2019-029 and local share coming from the above listed agencies.
• Recommendation to approve purchase of new vehicles not to exceed $149,500.00 in federal funds.
RESOLUTION 20-05

A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AUTHORIZING AND ADOPTING THE TITLE VI PROGRAM OF THE U.S. DEPARTMENT OF TRANSPORTATION UNDER PROVISION OF FTA CIRCULAR 4702.1b

WHEREAS, the U.S. Department of Transportation requires recipients of federal funding to comply with policies and regulations related to Title VI of the Civil Rights Act of 1964, as amended; and

WHEREAS, the Commission is a Direct Recipient of federal funding and is required to develop a Title VI Program and to report Title VI compliance to the Federal Transit Administration for the activities in which it is a Direct Recipient; and

WHEREAS, Title VI non-discrimination laws require that appropriate access to services and activities be provided by federal agencies and recipients of federal assistance to ensure that individuals are not excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, national origin, age, sex, disability, religion, or language,

NOW, THEREFORE, BE IT RESOLVED that the Northwestern Indiana Regional Planning Commission approves and submits the 2020 Title VI Program to the Federal Transit Administration and/or U.S. Department of Transportation pertaining to Title VI of the Civil Rights Act of 1964, on behalf of the Northwestern Indiana Regional Planning Commission.

DULY ADOPTED by the Northwestern Indiana Regional Planning Commission on this nineteenth day of March, 2020.

_________________________________
Michael Griffin
Chair

ATTEST:

________________________________________
Justin Kiel
Secretary
Kevin Breitzke called the meeting to order at 10:05 a.m. with the Pledge of Allegiance and Self-introductions. The meeting was streamed live on YouTube at https://youtu.be/ocS3tdCST4w

Committee members present were Robin Barzoni-Tillman, A.J. Bytnar, Kevin Breitzke, Dean Button, Will Farrellbegg, Tyler Kent, Kay Nelson, Jessica Miller, Mark O’Dell, George Topoll, Kelly Wenger, and David Wright.

Others present were Ismail Attallah, Jake Dammarell, Doug Ferguson, Lauri Keagle, Eric Hellmuth, Tim Hollandsworth, Jeff Huet, Tyler Kent, Sandra Kolb, Bill Laird, Bruce Lindner, A.J. Monroe, Christopher Murphy, Jerry Siska, Beth Shrader, and Kathryn Vailis.

Staff present were Mitch Barloga, Charles Bradsky, Candice Eklund, Eman Ibrahim, Peter Kimball, Kathy Luther, Kevin Pollette, Scott Weber, and Flor Baum.

The minutes of the October 8, 2019 meeting were approved on motion by Will Farrellbegg and a second by Mark O’Dell.

Planning
Mitch Barloga presented on the Living Streets Resolution draft policy that is merging both Complete and Green Streets elements into one policy. The draft policy will be presented and reviewed by each topical committee, including TPC, before being recommended to the Commission meeting for final approval in April. All comments need to be submitted to Mitch Barloga at mbarloga@nirpc.org or 219-254-2518 by the end of February. If approved, the policy will be used at the next Notice of Funding Availability (NOFA).

Scott Weber presented on Resolution 20-03. The resolution is requesting a vote for Northwestern Indiana Regional Planning Commission (NIRPC) to amend the NWI 2050 Plan as a technical amendment. The Commission is federally required to annually update federal safety performance targets. The Technical Planning Committee (TPC) recommended that the amended language include, “no more than,” with the adjusted targets. On motion by Kay Nelson and a second by Beth Shrader, the Technical Planning Committee voted to recommend Resolution 20-03 to the NIRPC Full Commission for adoption.

Scott Weber also presented on Resolution 20-04, a technical amendment to update the federally required safety performance measure targets in the FY 2020-2024 Transportation Improvement Program (TIP) in support of the State of Indiana’s safety targets. On motion by George Topoll and a second by Will Farrellbegg, the TPC voted to recommend Resolution 20-04 to the NIRPC Full Commission for adoption.

Programming
Charles Bradsky presented on the general public comment received for the draft changes to the 2020-2024 Transportation Improvement Program (TIP). The one comment received was a request to increase the capacity of the roadways for two state roads. Charles responded to the recipient, and forwarded the comment to Indiana Department of Transportation (INDOT).

Charles Bradsky presented on Resolution 20-02, Amendment #3 to the FY 2020-2024 Transportation Improvement Program (TIP) for 29 added projects in the Region. On motion by Dean Button and a
second by Will Farrellbegg, the TPC voted to recommend Amendment #3 to the FY 2020-2024 Transportation Improvement Program to the NIRPC Commission for adoption.

**Topical Committee Reports**
Kathy Luther reported on the Environmental Management Policy Committee’s (EMPC) meeting, held on January 9th. The U.S. EPA Region 5 is in the process of developing a Sub Area Contingency Plan (SACP), with a focus on inland and coastal, as a way of responding to spills, or potential spills of hazardous substances within Northwest Indiana. The next SACP meeting will be held on February 4, 2020, in Michigan City, from 10:00 am - noon.

Kathy Luther also shared with the committee a Save-the-Date for the Vehicle Emission Testing Educational Workshop, which will be held on February 7, 2020. The workshop will reintroduce legislation, and be fact and data driven. Resource information will also be presented for failed emissions.

Mitch Barloga shared with the committee the next scheduled Ped, Pedal, & Paddle (3PC) meeting will be on Thursday, February 6, 2020 at 1:30 pm.

Eman Ibrahim stated the next scheduled Land Use Committee (LUC) meeting will be on Thursday, February 6, 2020, at 10:30 am.

Scott Weber stated the next scheduled Surface Transportation Committee (STC) meeting will be on Tuesday, February 4, 2020 at 9:00 am.

Charles Bradsky reported on the Transportation Resource & Oversight Committee’s (TROC) December 10 meeting. Two projects have been moved out to 2021, which has left a $5 million surplus for FY2021. The next scheduled TROC - Lake and Porter meeting is scheduled for Tuesday, February 25, 2020, 9:00 am, at NIRPC. TROC - La Porte will also meet on February 25, at 1:00 pm, in La Porte Park and Recreation Building.

**Reports from Planning Partners**
Doug Ferguson, Senior Analyst at Chicago Metropolitan Agency for Planning (CMAP), reported on Neighboring Regional Planning Agencies. An interactive session is scheduled January 21st, at the Village of Montgomery, IL to develop a Regional Climate Action Plan (RCAP) for the Chicagoland area. Different strategies will be collected as part of that development. CMAP also released a regional flood susceptibility index available online. [https://datahub.cmap.illinois.gov/dataset/on-to-2050-layer-flood-susceptibility-index](https://datahub.cmap.illinois.gov/dataset/on-to-2050-layer-flood-susceptibility-index)

Doug also reported on the background of Illinois Department of Transportation (IDOT) funding for the Complete Streets Project in Illinois. Illinois State Legislature passed the Capital of Improvement plan for the state, which included $50,000,000 for bicycle and pedestrian improvements. However, it is yet to be determined on whether the funding is set per year, or a lump sum for the entirety of the program.

Lauri Keagle provided an update on the focus of the contract South Shore Clean Cities (SSCC) has with NIRPC regarding the vehicle emission educational workshop for the state of Indiana. Legacy Environmental Services, stated there will be an educational workshop on April 2, 2020. The workshop will reintroduce legislation, and be fact and data driven. Resource information will also be presented for failed emissions.

Lauri also presented on the Partners for Clean Air scholarship applications. For more information, please go online. [https://www.in.gov/idem/5157.htm](https://www.in.gov/idem/5157.htm)
Kelly Wenger, with Northern Indiana Commuter Transportation District (NICTD), reported on Indiana Department of Transportation (INDOT) - Community Crossings Update. The 2020-1 Community Crossings Matching Grant (CCMG) call for projects began on January 6, 2020 and will close at 5:00 pm Eastern Time, February 7, 2020. Reach out to Marcia Blancett for further assistance.

Other Business, Staff Announcements and Upcoming Meetings
Kathy Luther will provide information and data to Dean Button, regarding Lake Michigan lakeshore protection from storm surges and erosion due to high water levels.

Announcements and upcoming dates were shared with the committee.

Next Meeting
The next Technical Planning Committee Meeting will be on February 11, 2020, at 10:00 am, in NIRPC’s Lake Michigan Room. Hearing no other business, Kevin Breitzke adjourned the meeting at 10:54 am.