



**FILED**

**JUN 27 2025**

**GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY**

**A G E N D A**  
**COMMON COUNCIL – IN PERSON - REGULAR MEETING**  
**Tuesday, July 1, 2025**

Meeting to be held at **6:30 p.m.**, local time,  
in the Council Chambers, City Hall 100 E. Michigan Blvd.  
and Hosted by “Hybrid/Zoom” and streaming live on the  
**Access LaPorte County Facebook page**  
See attached to connect to “Hybrid/Zoom.”

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**CALL TO ORDER BY COUNCIL  
PRESIDENT**

**PLEDGE OF ALLEGIANCE TO THE FLAG and PRAYER**

**ROLL CALL**

**APPROVAL OF MINUTES**

Regular Council (Hybrid/Zoom) June 17, 2025

**REPORTS OF STANDING COMMITTEES**

**FINANCE COMMITTEE MEETING**

## **CLAIMS DOCKET**

**July 1, 2025**

Fund #2235 – Riverboat – Claims -	\$	0.00
EFT	\$	0.00
Rainy Day (Fund 2236)	\$	0.00
Fund #2504 – Boyd Development -	\$	0.00
EFT	\$	0.00
<b>TOTAL CLAIMS</b>	<b>\$</b>	<b>0.00</b>

## **REPORTS FROM BOARDS AND COMMISSIONS**

Danielle Corley, President- Veterans Commission- 2025 Annual Report

## **REPORTS OF SPECIAL or SELECT COMMITTEES**

## **REPORTS from MAYOR OR OTHER CITY OFFICERS AND DEPARTMENTS**

## **PETITIONS**

## **COMMUNICATIONS**

A notice was received in the Clerk's Office on June 16, 2025, from IDEM regarding the approval of the operating permit (MSOP).

Correspondence was received in the Clerk's Office on June 25, 2025, from Al Walus, Operations & Inspection Manager for Sanitary District, regarding the proposed Stormwater Ordinance.

A public notice was received in the Clerk's Office on June 25, 2025, from Edgewater Resources, regarding the formal public hearing for the maintenance dredging of Trail Creek.

**RESOLUTIONS**

**APPROVING SUBMISSION OF APPLICATION & SUPPORTING THE  
LOCAL MATCH FOR SAFE STREETS AND ROADS FOR ALL  
GRANT (2025 SS4A GRANT) – SUPPLEMENTAL PLANNING  
ACTIVITIES**

**Introduced by:** Tracie Tillman  
Don Przybylinski

**APPROVING SUBMISSION OF APPLICATION & SUPPORTING THE  
LOCAL MATCH FOR THE FIRE PREVENTION AND SAFETY GRANT  
THROUGH FEMA TO PURCHASE A FIRE SAFETY SIMULATOR  
TRAILER FOR THE FIRE DEPARTMENT**

**Introduced by:** Daisy Lee

**APPROVING THE ADDITIONAL LOCAL MATCH MONIES FOR THE  
CITY'S GRANT WITH THE INDIANA DEPARTMENT OF  
TRANSPORTATION (INDOT) FOR RIGHT-OF-WAY ACQUISITION COSTS  
FOR PHASE III OF SINGING SANDS TRAIL**

**Introduced by: Bryant Dabney**

**APPROVING REQUEST TO CONNECT TO MICHIGAN CITY SEWER  
UTILITIES BY YELLOW BEAR FARMS LLC OF 2520 SHOREWOOD  
DRIVE, LONG BEACH, INDIANA**

**Introduced by: Don Przybylinski**

**ORDINANCES**

**ORDINANCE  
2<sup>nd</sup> Reading**

**APPROVING ADDITIONAL APPROPRIATION IN THE BUDGET OF  
THE RAINY DAY FUND FOR EMERGENCY & NON-EMERGENCY  
REPAIRS TO CITY HALL**

**Introduced by: Daisy Lee  
Tracie Tillman**

(DECREASE 2236.000 Unappropriated balance \$200,000.00  
INCREASE ACCOUNT# 2236.109.436.010 \$200,000.00 Repairs &  
Maintenance Building)

**Herald Dispatch  
June 18 ,2025**

**Formal Public  
Hearing will be held  
July 1, 2025**

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**Agenda July 1, 2025  
Posted June 27, 2025**

## **NEW BUSINESS**

**FYI:** Mayor Angie is requesting the advice and consent of the Michigan City Common Council regarding her reappointment of Denise Blau as a member of the Michigan City Tree Board with her term beginning 8/1/2025 and expiring 8/1/2028.

## **UNFINISHED BUSINESS**

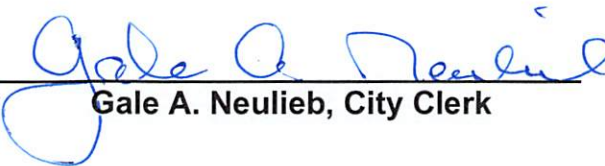
**VOTE:** Energy Systems Group (ESG) Year 5 (Five) Performance Guarantee Savings Report for the City of Michigan City.

**(Note: This was tabled at the June 17, 2025 council meeting until the July 1, 2025 Council meeting).**

## **COMMENTS FROM THE PUBLIC**

## **COMMENTS FROM THE COUNCIL**

## ADJOURNMENT



Gale A. Neulieb, City Clerk

You are invited to a Zoom webinar.

When: **Tuesday, July 1, 2025, 6:30 PM** Central Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84298000057?pwd=RXVRUkhobXI2aVE2R1lIR0VEVtI3dz09>

Passcode : 463601

Webinar ID: 842 9800 0057 Passcode: 463601 Or One tap mobile:



FILED

JUN 26 2025

GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

MICHIGAN CITY COMMON COUNCIL

RESOLUTION NO. \_\_\_\_\_

**APPROVING SUBMISSION OF APPLICATION & SUPPORTING THE LOCAL MATCH FOR  
SAFE STREETS AND ROADS FOR ALL GRANT (2025 SS4A GRANT) – SUPPLEMENTAL  
PLANNING ACTIVITIES**

**WHEREAS**, pursuant to Sec. 2-236 of the Michigan City Municipal Code, the Michigan City Common Council must pre-approve all grant applications requiring a local match; and

**WHEREAS**, the City of Michigan City, Indiana, was previously awarded \$100,000 through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program to develop a Comprehensive Safety Action Plan; and

**WHEREAS**, the City now seeks additional funding through the SS4A program to implement *Supplemental Planning Activities* in support of this plan, due to increasing residential and industrial development and an urgent need to improve roadway safety; and

**WHEREAS**, the City experienced 23 fatalities in the most recent reporting period, representing a fatality rate of 14.3 per 100,000 residents based on a population of 32,075—underscoring the urgent need for further planning and safety interventions; and

**WHEREAS**, the City will be requesting up to \$250,000 in grant funding with a required 20% local match that will be funded by the CEDIT fund; and

**WHEREAS**, the proposed supplemental planning activities include, but are not limited to: Action Plan updates, complementary safety plan development, stakeholder engagement, road safety audits, data analysis, and strategic progress reporting—aligned with the City's Vision Zero goal of eliminating traffic fatalities and serious injuries by 2034; and

**WHEREAS**, pursuant to Sec. 2-236, the City Controller has provided the following information pertaining to the Grant:

1. **Name of grantor and grant title:** U.S. Department of Transportation – Safe Streets and Roads for All (2025 SS4A Grant).
2. **Why it is beneficial to the City to apply for this grant:**

The City of Michigan City, Indiana was previously awarded a Safe Streets and Roads for All (SS4A) grant to develop a Comprehensive Safety Action Plan with a goal of zero fatalities and serious injuries by 2034. As part of that effort, the City now seeks additional supplemental planning funds to deepen its analysis and strengthen the implementation of the Action Plan. This application responds to Section C.3.ii of the SS4A NOFO, which encourages complementary planning activities that support and enhance ongoing Action Plan development.

Michigan City has a population of 32,075 with a fatality rate of 14.3 per 100,000 residents in the most recent reporting period, reflecting 23 roadway deaths. With significant new residential and industrial development and our direct connection to the Marquette Greenway Trail, this next phase will allow the City to perform a more granular, multimodal safety analysis encompassing vehicles, pedestrians, and bicyclists.

Supplemental planning activities will include expanded road safety audits, follow-up crash analysis, and development of pedestrian and bicycle safety strategies. Additionally, the City will conduct demonstration activities—such as temporary traffic calming, high-visibility crosswalks, or pop-up bike lanes—to evaluate low-cost interventions and collect feedback. These demonstrations will be assessed through user surveys, traffic counts, and observational studies to inform long-term policy and design choices.

The results of these activities will be integrated into a revised version of the Comprehensive Safety Action Plan. Public accessibility is a top priority. GIS tools and interactive maps will visualize crash data, project sites, and planned improvements. A mobile-friendly public dashboard will offer real-time updates, and printed materials will be distributed for residents

without digital access. Engagement with underserved communities will be emphasized throughout. Additional outcomes that the updated plan will feature:

- Revised risk profiles for modal-specific corridors.
- Refined project prioritization criteria informed by real-world testing.
- A roadmap for implementation that includes distribution of safety investments across the City.

By leveraging data, community input, and flexible demonstrations, Michigan City will build a more targeted, inclusive, and outcome-driven safety strategy that protects all road users. Ultimately, these efforts will ensure Michigan City's Action Plan remains dynamic, integrated, and highly responsive to the real-world conditions affecting the safety of all roadway users.

3. **The purpose of the grant and the proposed use of grant funds:** See Answer to #2 above.
4. **The person who will be responsible for managing the grant for the City:** Mary-Lynn Wall, City Controller & Tamiko Smith, Assistant City Controller.
5. **All relevant time frames and schedule, including any deadlines for submitting the application and closing out the grant:** Deadline for submission is June 26, 2025.
6. **The amount of any required or proposed City monetary match or voluntary contribution and the proposed source for the matching funds and contributions:** The grant is for \$250,000.00 with a local match from the City in the amount of \$50,000.00. Monies are already budgeted in the 2025 Budget in CEDIT for said match.
7. **The description of the types and sources of any in-kind match or contribution:** NA
8. **Whether the Controller wishes to have a new, separate fund created for the grant:** No, the Controller does not wish to have a new, separate fund created for the Grant. A separate grant fund has previously been established and this Grant will run through that existing fund.

**WHEREAS**, all relevant information required by Sec. 2-236 is attached hereto and incorporated herein as **Exhibit A-Notice of Application for Grant**.

**NOW, THEREFORE, BE IT RESOLVED BY THE MICHIGAN CITY COMMON COUNCIL** that:

1. The aforementioned "Whereas" sections are incorporated herein as if fully set forth herein.
2. The Michigan City Common Council supports and authorizes the submission of the 2025 SS4A grant application for supplemental planning activities.
3. The Council commits to funding the required local match of 20%, which said local match is already budgeted in the 2025 City Budget.
4. The City Controller and Planning Department are authorized to oversee the grant implementation and ensure compliance with federal requirements.

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

**INTRODUCED BY:** \_\_\_\_\_

Tracie Tillman, President  
Michigan City Common Council

\_\_\_\_\_  
Don Przybylinski, Member  
Michigan City Common Council



Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (*circle action taken*) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Corporation Counsel Upon Request*



JUN 26 2025  
GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

## NOTICE OF APPLICATION FOR A GRANT

*Application is to be submitted to the Office of the City Controller concurrently with entity's submission of application to federal funding agency but no later than 30 days after submission.*

Submit This Form To: mwall@emichigancity.com

### Submission Information

Notice of Application Submitted by:

Date Grant Application Submitted to Federal Funding Agency:

Program Point of Contact

First Name: Tim	Address: 100 E Michigan Blvd
Last Name: Werner	City: Michigan City
Title: City Engineer	State: IN Zip code: 46360
Phone Number:	
Email: twerner@emichigancity.com	

Fiscal Point of Contact

First Name: Tamiko	Address: 100 E Michigan Blvd.
Last Name: Smith	City: Michigan City
Title: Deputy Assistant Controller	State: IN Zip code: 46360
Phone Number: 219-873-1404	
Email: tsmith@emichigancity.com	

Entity Information

Department: Controller
Division/Unit: 101
Unique Entity ID: NDAWL3JMFAN5

### Grant Program and Service Information

*All grant program descriptions below should be derived from the original grant application.*

Program Description or Purpose: US DOT Safe Streets

Expected Goals and Outcomes of Program: This grant will allow the City to develop a Comprehensive Safety Action Plan

EXHIBIT A

Funding Source Information

Grant Name: SS4A Grant (2025-Supplemental)	
Funding Agency: Department of Transportation	
CFDA Number:	
Federal Assistance Type: Formula <input type="checkbox"/>	Project (Competitive) <input checked="" type="checkbox"/> Other <input type="checkbox"/>
Type of Grant: New <input checked="" type="checkbox"/>	Continuing <input type="checkbox"/>

Grant Budget and Financial Information

Estimated Funding – Federal (SF-424, 18a)	\$ 200,000
Estimated Funding – Applicant (SF-424, 18b)	\$ 50,000
Estimated Funding – State (SF-424, 18c)	\$ 0
Estimated Funding – Local (SF-424, 18d)	\$ 0
Estimated Funding – Other (SF-424, 18e)	\$ 0
Estimated Funding – Program Income (SF-424, 18f)	\$ 0
Estimated Funding – TOTAL (SF-424, 18g)	\$ 250,000

Local Match Requirement: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Total Local Match Required: 50,000
	Percentage of Award Required: 20%
	Date by which the match has to be met: 10/1/2025
	Comments:
Sources of Match: Cash <input checked="" type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Other Entity (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type: Budgeted
	Appropriation Number: CEDIT 2209
	Amount to be paid in current Fiscal Year: 2025
Sources of Match: Cash <input type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Other Entity (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type:
	Appropriation Number:
	Amount to be paid in current Fiscal Year:
Sources of Match: Cash <input type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Non-state Resource (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type:
	Appropriation Number:
	Amount to be paid in current Fiscal Year: \$

\*\*\*Include copy of application when submitting this form\*\*\*



FILED

JUN 26 2025

GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

MICHIGAN CITY COMMON COUNCIL

RESOLUTION NO. \_\_\_\_\_

**APPROVING SUBMISSION OF APPLICATION & SUPPORTING THE LOCAL MATCH FOR  
THE FIRE PREVENTION AND SAFETY GRANT THROUGH FEMA TO PURCHASE A FIRE  
SAFETY SIMULATOR TRAILER FOR THE FIRE DEPARTMENT**

**WHEREAS**, pursuant to Sec. 2-236 of the Michigan City Municipal Code, the Michigan City Common Council must pre-approve all grant applications requiring a local match; and

**WHEREAS**, the City of Michigan City, Indiana, by and through the Michigan City Fire Department would like to submit a grant application seeking funding through FEMA for the Fire Prevention and Safety Grant; and

**WHEREAS**, the City of Michigan City will be requesting up to \$207,559.50 in grant funds to purchase a safety simulator trailer for the Michigan City Fire Department, and there will be a Five Percent (5%) match; and

**WHEREAS**, pursuant to Sec. 2-236, the City Controller has provided the following information pertaining to the Grant:

1. **Name of grantor and grant title:** FEMA – Fire Prevention and Safety Grant (FP&S) (*Grant application available online at [https://www.fema.gov/sites/default/files/documents/fema\\_gpd\\_fps-nofo\\_fy24.pdf](https://www.fema.gov/sites/default/files/documents/fema_gpd_fps-nofo_fy24.pdf)*)
2. **Why it is beneficial to the City to apply for this grant:** This grant will allow the Michigan City Fire Department to purchase a fire safety simulator trailer.
3. **The purpose of the grant and the proposed use of grant funds:** See Answer to #2 above.
4. **The person who will be responsible for managing the grant for the City:** Mary-Lynn Wall, City Controller & Tamiko Smith, Assistant City Controller.
5. **All relevant time frames and schedule, including any deadlines for submitting the application and closing out the grant:** The deadline to apply for this Grant is July 3, 2025, at 5:00 p.m. (EST)/ 4:00 p.m. (CST). The anticipated funding selection date by FEMA is no later than Aug 18, 2025. According to the terms of the grant, if awarded the grant, the project start and end date is 08/18/2026 – 08/18/2029 (however, FEMA indicates that these dates will vary based on award date and activity type).
6. **The amount of any required or proposed City monetary match or voluntary contribution and the proposed source for the matching funds and contributions:** According to the grant guidelines, the match for the grant is Five Percent (5%). The Michigan City Fire Department has sought quotes for said trailer, and the amount of the trailer would be \$207,559.50. Thus, the local match would be Five Percent (5%), which is \$10,377.98. Monies are budgeted in the 2026 Budget for said local match.
7. **The description of the types and sources of any in-kind match or contribution:** N/A.
8. **Whether the Controller wishes to have a new, separate fund created for the grant:** No, the Controller does not wish to have a new, separate fund created for the Grant. A separate grant fund has previously been established and this Grant will run through that existing fund.

**WHEREAS**, all relevant information required by Sec. 2-236 is attached hereto and incorporated herein as **Exhibit A**-Notice of Application for Grant.

**NOW, THEREFORE BE IT RESOLVED BY THE MICHIGAN CITY, INDIANA  
COMMON COUNCIL AS FOLLOWS:**

1. The aforementioned “Whereas” sections are incorporated herein as if fully set forth herein.

2. The Michigan City Common Council approves the submission of the FEMA – Fire Prevention and Safety Grant (FP&S) Application and supports the local match in the amount of \$10,377.98.

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

**INTRODUCED BY:** \_\_\_\_\_  
Daisy Lee, Member  
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (*circle action taken*) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

**ATTEST:**

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Corporation Counsel Upon Request*



## NOTICE OF APPLICATION FOR A GRANT

*Application is to be submitted to the Office of the City Controller concurrently with entity's submission of application to federal funding agency but no later than 30 days after submission.*

Submit This Form To: mwall@emichigancity.com

### Submission Information

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Notice of Application Submitted by: Barrett Taylor

Date Grant Application Submitted to Federal Funding Agency:

#### Program Point of Contact

First Name: Barrett	Address: 2510 E Michigan Blvd
Last Name: Taylor	City: Michigan City
Title: Chief, Fire Department	State: IN Zip code: 46360
Phone Number:	
Email: btaylor@emichigancity.com	

#### Fiscal Point of Contact

First Name: Tamiko	Address: 100 E Michigan Blvd.
Last Name: Smith	City: Michigan City
Title: Deputy Assistant Controller	State: IN Zip code: 46360
Phone Number: 219-873-1404	
Email: tsmith@emichigancity.com	

#### Entity Information

Department: <b>Controller</b>
Division/Unit: <b>101</b>
Unique Entity ID: <b>NDAWL3JMFAN5</b>

#### Grant Program and Service Information

*All grant program descriptions below should be derived from the original grant application.*

Program Description or Purpose: FEMA – Fire Prevention and Safety Grant (FP&S).

Expected Goals and Outcomes of Program: This grant will allow the Michigan City Fire Department to purchase a fire safety simulator trailer.

## EXHIBIT A



**Funding Source Information**

Grant Name : FEMA – Fire Prevention and Safety Grant (FP&S).	
Funding Agency: FEMA	
CFDA Number:	
Federal Assistance Type: Formula <input type="checkbox"/>	Project (Competitive) <input checked="" type="checkbox"/> Other <input type="checkbox"/>
Type of Grant: New <input checked="" type="checkbox"/> Continuing <input type="checkbox"/>	

**Grant Budget and Financial Information**

Estimated Funding – Federal (SF-424, 18a)	\$ 197,181.52
Estimated Funding – Applicant (SF-424, 18b)	\$ 10,377.98
Estimated Funding – State (SF-424, 18c)	\$ 0
Estimated Funding – Local (SF-424, 18d)	\$ 0
Estimated Funding – Other (SF-424, 18e)	\$ 0
Estimated Funding – Program Income (SF-424, 18f)	\$ 0
Estimated Funding – TOTAL (SF-424, 18g)	\$ 207,559.50.

Local Match Requirement: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Total Local Match Required: 10,377.98
	Percentage of Award Required: 5%
	Date by which the match has to be met:
	Comments:
Sources of Match: Cash <input checked="" type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Other Entity (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type:
	Appropriation Number: 2209
	Amount to be paid in current Fiscal Year:
Sources of Match: Cash <input type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Other Entity (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type:
	Appropriation Number:
	Amount to be paid in current Fiscal Year:
Sources of Match: Cash <input type="checkbox"/> In Kind <input type="checkbox"/> To be met by: <input type="checkbox"/> State Resource <input type="checkbox"/> Non-state Resource (i.e. subrecipient or 3 <sup>rd</sup> party)	Appropriation Type:
	Appropriation Number:
	Amount to be paid in current Fiscal Year: \$

\*\*\*Include copy of application when submitting this form\*\*\*

JUN 23 2025

GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

**MICHIGAN CITY COMMON COUNCIL**

## RESOLUTION NO. \_\_\_\_\_

**APPROVING THE ADDITIONAL LOCAL MATCH MONIES FOR THE CITY'S GRANT WITH THE INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) FOR RIGHT-OF-WAY ACQUISITION COSTS FOR PHASE III OF SINGING SANDS TRAIL**

**WHEREAS**, pursuant to Sec. 2-325 of the Michigan City Municipal Code, the Michigan City Common Council must approve all grant applications requiring a local match; and

**WHEREAS**, the City of Michigan City, Indiana has previously been awarded grant funding for the Singing Sands Trail Project, more specifically right-of-way acquisition for Phase III of the Trail in the amount of \$240,000.00 and the City's local match was \$48,000.00 (20% local match) (*see* Contract #0000000000000000000076497 between INDOT and City, which is attached hereto and incorporated herein **Exhibit A**); and

**WHEREAS**, additional federal funding is available and needed to complete Phase III of the Singing Sands Trail, more specifically the right-of-way acquisition for Phase III of the Trail has been increase to \$320,000.00 and thus, the City's local match has been increased by \$16,000.00 and now totals \$64,000.00 (20% local match) (*See Amendment #1 to Contract #0000000000000000000076497*) between INDOT and City, which is attached hereto and incorporate herein **Exhibit B**); and

**WHEREAS**, pursuant to Sec. 2-325, the City Controller has provided the following information pertaining to the Grant:

1. **Name of grantor and grant title:** Indiana Department of Transportation (Singing Sands Trail Project)
2. **Why it is beneficial to the City to apply for this grant:** This grant will allow the City to finish right of way acquisition for Phase III, which is the final phase, of Singing Sands Trail.
3. **The purpose of the grant and the proposed use of grant funds:** This grant will be used to for right of way acquisition costs to acquire the necessary property for Phase III of the trail..
4. **The person who will be responsible for managing the grant for the City:** Mary-Lynn Wall, City Controller & Tamiko Smith, Assistant City Controller.
5. **All relevant time frames and schedule, including any deadlines for submitting the application and closing out the grant:** N/A.
6. **The amount of any required or proposed City monetary match or voluntary contribution and the proposed source for the matching funds and contributions:**  
  
The initial local match amount was \$48,000.00. However, the local match has now been increased by \$16,000.00, as a result of additional federal funding the City has been awarded. Thus, the total local match is now \$64,000.00. The City Controller has advised that sufficient funds were budgeted in the 2025 Budget for said local match, including the increase.
7. **The description of the types and sources of any in-kind match or contribution:** NA
8. **Whether the Controller wishes to have a new, separate fund created for the grant:** No, the Controller does not wish to have a new, separate fund created for the Grant. A separate grant fund has previously been established and this Grant will run through that existing fund.

NOW, THEREFORE BE IT RESOLVED BY THE MICHIGAN CITY, INDIANA  
COMMON COUNCIL AS FOLLOWS:

1. The aforementioned “Whereas” sections are incorporated herein as if fully set forth herein.
2. The Michigan City Common Council approves the local match for right-of-way acquisition for Phase III for Singing Sands Trail in the total amount of \$64,000.00.

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

**INTRODUCED BY:** \_\_\_\_\_

Bryant Dabney, Member  
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (*circle action taken*) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Corporation Counsel Upon Request*



FILED

JUN 23 2025

GALE A. NEULIEB  
CITY CLERK  
MICHIGAN CITY

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT  
CONTRACT #00000000000000000000000076497

Des. No.: 2101148

UEI # NDAWL3IMFAN5

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the CITY OF MICHIGAN CITY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N758-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758-Legal  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT LaPorte District  
315 East Boyd Boulevard  
LaPorte, Indiana 46350

- C. Notices to the LPA shall be sent to:

City of Michigan City  
100 E Michigan Blvd Suite 2  
Michigan City, IN 46360

EXHIBIT A

### **RECITALS**

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

### **I PROJECT DESCRIPTION.**

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. 2101148

Program Group 1 TAP

Type of Project: Bike/Pedestrian Facilities

General Scope/Location: Singing Sand Trail phase III, segments D Karwick Rd & US 12 to Meier Rd (n 600W)

### **II LPA RESPONSIBILITIES.**

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual ([http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (<https://www.in.gov/indot/2346.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (<http://www.in.gov/indot/2533.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (<http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainer-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
  - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.



- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
  - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
  - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
  - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
  - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
  - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA

shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

### **III. INDOT RESPONSIBILITIES.**

- 3.1.** INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2.** After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3.** If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4.** Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment A, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5.** Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6.** Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7.** If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8.** INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9.** In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10.** After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to Attachment A or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

### **IV. PROJECT FUNDS.**

- 4.1.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

## **V. TERM AND SCHEDULE**

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2026 and June 30, 2027, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2027 and June 30, 2029, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

## **VI. GENERAL PROVISIONS**

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of

Accounts), 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 Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA 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 Contract.

For audits conducted pursuant to Indiana Code 5-11-1 and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, 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.

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. (Disclosure Form to Report Lobbying), in accordance with its instructions.

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

- 6.6. **Compliance with Law.**

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FIIWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FIIWA may deny participation in parcel or project costs in part or in total."

6.6.4. The LPA 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 LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6.6.6. As required by IC §5-22-3-7:

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

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

- i. IC §24-4-7 [Telephone Solicitation of Consumers];
- ii. IC §24-5-12 [Telephone Solicitations]; or
- iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 Contract, even if IC §24-4.7 is preempted by federal law.

**6.7. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers.

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

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

**6.9. Disputes.**

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved



within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA 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 Contract 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 Contract is in excess of \$25,000.00, the LPA 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 LPA'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 LPA'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 (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA 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 (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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.

**6.11. Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

**6.12. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract 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 reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract 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 Contract.

**6.13. Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6.14. Governing Law.** This Contract 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.

**6.15. Indemnification.** The LPA agrees to indemnify, defend, exonerate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other

casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

**6.16. Manner of Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**6.17. Non-Discrimination.**

**6.17.1.** 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, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

**6.17.2.** INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

It is the policy of INDOT 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. (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, limited English proficiency, or status as a veteran).

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

- A. Compliance with Regulations:** The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination:** The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal

Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

- 6.18. Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC 34-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 34-13-2-20.

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

Notwithstanding the provisions contained in IC 35-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

- A.** Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B.** Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C.** Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.**

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

- 6.22. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- 6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

- 6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



Non-Collusion and Acceptance

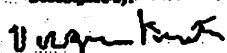
The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
<https://secure.in.gov/nsp/indiana/contracts/arch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.


CITY OF MICHIGAN CITY

By:   
75F5D1003EE400

Title: President MC ROW

Date: 9/18/2023 | 21:26 EDT

Indiana Department of Transportation

By:  - 00800  
8C7506F336E24E1

Title: Director, Local Programs

Date: 9/19/2023 | 07:17 PDT

Electronically Approved by:  
Department of Administration

Electronically Approved by:  
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on March 20, 2023.  
FA 23-12

ATTACHMENT A  
PROJECT FUNDS

I Project Costs.

A. This contract is just for the one (1) phase checked below:

☐ Preliminary Engineering or  
☒ Right-of-Way or  
☐ Construction:

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, September 14, 2023, the maximum amount according to the TIP dated January 19, 2023, is \$240,000.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay     % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$    .

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.gao.gov/aijar/X311.html>.

**I. Costs will be eligible for FHWA participation provided that the costs:**

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

**II. Billings.**

**A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/mvh/2813.htm>.

**III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

**FILED**  
**JUN 23 2025**  
**GALE A. NEULIEB**  
**CITY CLERK**  
**CITY OF MICHIGAN CITY**

CONTRACT #0000000000000000000076497

AMENDMENT #1 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION  
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

Des No.: 2101148

UEI #: NDAWL3JMFAN5

CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and CITY OF MICHIGAN CITY (hereinafter referred to as the "LPA"), and jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under SCM # 0000000000000000000076497 on October 3, 2023, for Des 2101148 for bike/pedestrian facilities at Singing Sands Trail Phase III, segments D Karwick Rd & US 12 to Meer Rd (N 600W) (the "Contract"); and

WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project increased to the amount of \$320,000.00; and

WHEREAS, the Parties wish to substitute Attachment A-1, which includes the additional funding for all phases of the project, for Attachment A;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

1. Attachment A of the Contract is deleted in its entirety and is hereby substituted with Attachment A-1.
2. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B**

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CITY OF MICHIGAN CITY  
By: Ange Nelson Deutch  
Title: Mayor Michigan City  
Date: 5/6/2025 | 14:16 PDT

Indiana Department of Transportation  
By: Eaton Mikalip, Kathy - 00800  
Title: Director, Local Programs  
Date: 5/7/2025 | 06:55 PDT

	Electronically Approved by: Department of Administration  By: _____ (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General

ATTACHMENT A-1  
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

☐ Preliminary Engineering or  
☒ Right-of-Way or  
☐ Construction

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay \_\_\_% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, \_\_\_, the maximum amount according to the TIP dated \_\_\_ is \$\_\_\_. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. The maximum amount of federal funds allocated to the project is \$320,000.00.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.



**I. Costs will be eligible for FHWA participation provided that the costs:**

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

**II. Billings.**

**A. Billing:**

- (1) When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
- (2) The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
- (3) If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in ILA.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- (4) Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

**III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

SetID STIND


**Contract ID** 000000000000000000000076497

**Supplier** CITY OF MICHIGAN CITY

▼ **Review/Edit Approvers**


### Agency Fiscal Approval


STIND/000000000000000000000076497: **Approved**

 **View/Hide Comments**



**Agency Fiscal Approval**

**Approved**







 Justin Sergent - 00800  
Agency Fiscal Approval for SCM  
05/08/25 - 8:47 AM

 **Comment History**

## IDOA Approval

STIND/00000000000000000000000076497: <b>Approved</b>		 <a href="#">View/Hide Comments</a>
<b>IDOA Legal Approval</b>		
<div><div><b>Approved</b></div><div> Redding, Sandra-061-Procq IDOA Legal Approval for SCM 05/14/25 - 12:37 PM</div></div>		
<b>▶ Comment History</b>		

## SBA Approval

 <b>STIND/00000000000000000000076497: Approved</b>	 <a href="#">View/Hide Comments</a>
<b>SBA Approval</b>	
<div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; font-weight: bold;">Approved</div> <div style="text-align: right;">  <b>Gabriel Donnelly- 00057</b>              SBA Analyst Approval for SCM              05/20/25 - 9:30 AM           </div> </div> </div> <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">K352631, 1</div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 10px; margin-right: 10px; flex: 1;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; font-weight: bold;">Approved</div> <div style="text-align: right;">  <b>Celeste Michelle Croft - 00046</b>              Inserted Approver              05/21/25 - 1:10 PM           </div> </div> </div> <div style="margin: 0 10px; font-size: 2em;">→</div> <div style="border: 1px solid black; padding: 10px; flex: 1;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; font-weight: bold;">Approved</div> <div style="text-align: right;">  <b>Zanna Claire Dyer-00046</b>              Inserted Approver              05/23/25 - 2:08 PM           </div> </div> </div> </div> </div>	
 <b>Comment History</b>	

**MICHIGAN CITY COMMON COUNCIL**

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING REQUEST TO CONNECT TO MICHIGAN CITY SEWER UTILITIES  
BY YELLOW BEAR FARMS LLC OF  
2520 SHOREWOOD DRIVE, LONG BEACH, INDIANA**

**WHEREAS**, Section 98-86 of the Municipal Code of Michigan City, as amended by Ordinance No. 4662 on December 28, 2022, currently reads as follows:

*The owner of any real property located outside the corporate limits of the City who wishes to connect to the public sanitation system of the City for new or expanded service shall execute a waiver of the right to demonstrate or remonstrate against annexation by the City as a condition of connecting to the public sanitation system of the City. This waiver of the right to demonstrate or remonstrate against annexation shall be valid for a period of fifteen (15) years from the date the waiver is executed. This waiver shall run with the land and shall be recorded in the Office of the LaPorte County Recorder not later than thirty (30) business days from the date the waiver is executed. This waiver shall also be filed with the Office of the City Clerk of Michigan City not later than thirty (30) business days from the date the waiver is executed; and*

**WHEREAS**, Section 98-87 of the Municipal Code of Michigan City, as amended by Ordinance No. 4662 on December 28, 2022, currently reads as follows:

*No adjacent municipality or any part thereof may connect to the public sanitation system of the City without the express approval of a majority of the Michigan City Common Council; and*

**WHEREAS**, the Common Council has been made aware that a property owner wishes to establish a connection to the public sanitation system of the City of Michigan City: namely, Yellow Bear Farms LLC (hereinafter referred to as the "Property Owner"), at 2520 Shorewood Drive, Long Beach, IN 46360 (hereinafter referred to as "the Property"); and

**WHEREAS**, the Common Council therefore finds that the Property Owner and the Property constitute a part of an adjacent municipality (specifically, the Town of Long Beach) which wishes to establish a connection to the public sanitation system of the City of Michigan City, therefore being subject to the provisions of Section 98-87 of the Municipal Code of Michigan City; and

**WHEREAS**, the Property Owner has executed any and all waivers necessary for compliance with Section 98-86 of the Municipal Code of Michigan City, which said waiver is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Property Owner has already sought and obtained the necessary approval of the Michigan City Sanitary District ("the District") in order to permit the establishment or re-establishment of their sewer connection, specifically, the District's Business Manager and its Operations and Inspection Manager have provided the Property Owner with documentation advising of the following: 1) there is sufficient capacity in the District's sewer system to receive and transport the discharge from the proposed connection by Property Owner; 2) there is no reason to believe there is any other problem with the proposed connection; and 3) the District has approved the proposed connection. A copy of this documentation is attached hereto and incorporated herein as **Exhibit B**; and

**WHEREAS**, the City Clerk is directed to record the waiver, which is attached hereto as **Exhibit A**, with the La Porte County Recorder's Office; and

**WHEREAS**, the City Clerk may require the Property Owner to re-execute **Exhibit A** if more than thirty (30) business days have elapsed from the date of initial execution and the date the Waiver is submitted for recording.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA AS FOLLOWS:**

- 1. The aforementioned “Whereas” sections are incorporated herein as if fully set forth herein.
- 2. Pursuant to Section 98-86 and Section 98-87 of the Michigan City Municipal Code, the expansion of the existing sanitary sewer service to real estate outside the corporate limits of the City of Michigan City as proposed by the Property Owner is hereby authorized and approved.
- 3. The City Clerk is directed to record the Waiver attached hereto as **Exhibit A** with the La Porte County Recorder’s Office.

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

**INTRODUCED BY:** \_\_\_\_\_  
**Don Przybylinski** ,Member  
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Tracie Tillman**, President  
Michigan City Common Council

Approved/Vetoed (*circle action taken*) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Angie Nelson Deutch**, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
**Gale A. Neulieb**, Clerk  
City of Michigan City, Indiana

# **EXHIBIT A**

# **EXHIBIT B**



MICHIGAN CITY COMMON COUNCIL

ORDINANCE NO. \_\_\_\_\_

APPROVING ADDITIONAL APPROPRIATION IN THE BUDGET OF THE  
RAINY DAY FUND FOR EMERGENCY & NON-EMERGENCY REPAIRS TO CITY  
HALL

WHEREAS, it has been demonstrated to the Common Council of the City of Michigan City that it is necessary to appropriate more money than was appropriated in the 2025 Annual Budget for emergency and non-emergency repairs to City Hall; and

WHEREAS, the City Controller has determined that sufficient unappropriated funds are available in the Rainy Day Fund #2236.000 to be appropriated for that purpose.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Michigan City, La Porte County, Indiana, that for the expenses of the City the following additional sums of money are hereby appropriated out of the fund named and for the purpose specified above, subject to the laws governing the same:

	<u>AMOUNT REQUESTED</u>	<u>AMOUNT APPROPRIATED</u>
DECREASE 2236.000 Unappropriated balance	\$200,000.00	
INCREASE ACCOUNT# 2236.109.436.010 Repairs & Maintenance Building		\$200,000.00
TOTAL FOR FUND	\$200,000.00	

This Ordinance to be effective upon passage by the Council, approval by the Mayor, any necessary publication, and any necessary approval by the Indiana Department of Local Government Finance.

INTRODUCED BY: \_\_\_\_\_  
Daisy Lee, Member  
Michigan City Common Council

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this \_\_\_\_\_  
day of \_\_\_\_\_, 2025 by a vote of \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle appropriate action) by me, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
City of Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

Prepared by Corporation Counsel Upon Request