

TOWN OF DUNE ACRES, INDIANA

Title VI Implementation Plan

Federal Fiscal Year 2027

This document is available in alternative formats and, on request, in languages other than English.

[Contact](#) the Title VI Coordinator.

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I. Introduction

This Title VI Implementation Plan is part of the Town of Dune Acres' continuing effort to meet the compliance requirements established under Title VI of the Civil Rights Act of 1964 (Title VI), 49 CFR Part 21, 23 CFR Part 200, and related nondiscrimination statutes and regulations. It sets out the Town's standard nondiscrimination operating procedures for Federal Fiscal Year 2027 and is submitted to the Indiana Department of Transportation (INDOT) as required of all INDOT sub-recipients.

Dune Acres is a residential town of approximately 234 residents (2020 Census) in Porter County, governed by a three-member elected Town Council and an elected Clerk-Treasurer, with a small number of employees and volunteer commissioners. The Town's transportation program consists of maintaining approximately seven miles of local roads, funded in part through INDOT's Community Crossings Matching Grant program.

II. Title VI Nondiscrimination Notice and Policy

The Town of Dune Acres values each individual's civil rights and wishes to provide equal opportunity and equitable service. As a recipient of federal funds, the Town conforms to Title VI and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the Town on the grounds of race, color, age, sex, sexual orientation, gender identity, disability, national origin, religion, income status, or limited English proficiency. The Town further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded.

It is the policy of the Town to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101–6107; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601–4655; the Federal-Aid Highway Act of 1973, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601–3631.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of "programs or activities" to include all programs or activities of federal-aid recipients, sub-recipients, and contractors, whether or not such programs and activities are federally assisted.

Pursuant to Section 504 of the Rehabilitation Act of 1973, the Town gives assurance that no qualified person with a disability shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from federal financial assistance.

The Town will take reasonable steps to provide meaningful access to its programs and services for persons with limited English proficiency, consistent with Title VI's prohibition of national origin discrimination. The Town will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into its manuals, directives, and ordinances. Whenever the Town distributes federal-aid funds to a second-tier sub-recipient, it will include Title VI language in all written agreements.

The following individual is designated as the Town's Title VI and ADA Coordinator, responsible for initiating and monitoring Title VI activities, preparing reports, and performing other responsibilities required by 23 CFR Part 200 and 49 CFR Part 21:

Bonnie Hawksworth, Clerk-Treasurer

Title VI / ADA Coordinator

1 East Road, Dune Acres, IN 46304

Telephone: 219-787-1900

Email: townclerk@duneacres.org

Relay Indiana: 711

The Town affirms its commitment to nondiscrimination annually by submitting this Implementation Plan to INDOT, publishing it on the Town website, and reaffirming its Assurances of Nondiscrimination.

III. Title VI Assurances and Implementation

The fully executed USDOT Standard Title VI/Nondiscrimination Assurances (DOT Order 1050.2A) are included as Appendix A and incorporated into this Plan. This Plan has been adopted by the Town Council of the Town of Dune Acres by Resolution No. 2026-03 is effective for Federal Fiscal Year 2027, and will be reviewed, updated, and resubmitted to INDOT on or before October 1, 2027.

Signed:

_____ Date: _____

Richard Hawksworth, Town Council President

_____ Date: _____

Bonnie Hawksworth, Clerk-Treasurer, Title VI Coordinator

The individuals above are duly authorized representatives of the Town of Dune Acres.

IV. Organization and Staffing

The Town is governed by a three-member Town Council elected by the voters of Dune Acres, and an elected Clerk-Treasurer. The Town Council appoints commissioners who oversee the Town's operating areas, and appoints members of the Plan Commission and Board of Zoning Appeals. The Clerk-Treasurer serves as Title VI and ADA Coordinator and reports to the Town Council on Title VI matters.

Position	Title VI role
Town Council (President: Richard Hawksworth)	Adopts the Plan and Assurances; hears appeals; approves corrective action.
Town Council Member (Alexander Stemer)	Member of town legislative body.
Town Council Member (Paul Woidke)	Member of town legislative body.
Clerk-Treasurer (Bonnie Hawksworth)	Title VI / ADA Coordinator; receives and investigates complaints; maintains records; submits Plan and Goals & Accomplishments reports to INDOT; coordinates training.
Road Commissioner (David Kudrna)	Oversees road projects, including CCMG and any federal-aid projects; ensures bid solicitations and contracts include required Title VI language; distributes the public involvement survey at project meetings.
Other Commissioners (Beach, Building, Environmental, Fire, Maintenance, Park, Police/Security)	Ensure nondiscrimination in their program areas; refer questions and complaints to the Coordinator.
Plan Commission and Board of Zoning Appeals	Conduct public hearings in accessible locations with accommodation and language-assistance notices.
Town Attorney	Advises the Coordinator and Town Council on complaints and compliance.

V. Employee Dissemination and Training

Title VI policy education and literature will be provided to all Town employees at the time of hire, and employees will sign the acknowledgment in Appendix G indicating they have received and reviewed the Title VI policy. Current employees will receive refresher materials annually and whenever the Plan is materially updated. Employees are expected to follow the Title VI policy, to make every effort to alleviate barriers to service or public use, to take prompt and reasonable action to avoid or minimize discrimination, and to notify the Title VI Coordinator in writing immediately of any questions, complaints, or allegations of discrimination.

The Title VI Coordinator will attend INDOT's Title VI/ADA training at least every two years. Appointed

commissioners who manage contracts or public meetings will receive the same materials as employees.

VI. Contractors, Subcontractors, Vendors and Consultants

All contractors, subcontractors, vendors, and consultants who receive payments from the Town where funding originates from federal assistance programs are subject to Title VI. The Town will include the required notice in all solicitations for bids for work or material subject to the Regulations, and will include the clauses of Appendices A and E of the Standard Assurances in every contract or agreement subject to the Acts and Regulations. Written agreements will not contain any form of discrimination, written or implied.

VII. Complaint Procedure

Who may file. Any person who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Town program, service, or activity, whether federally funded or not, on the basis of race, color, national origin, sex, age, disability, income status, or limited English proficiency, may file a complaint. A representative may file on another person's behalf. The Town prohibits intimidation, threats, coercion, or retaliation against anyone who files a complaint or participates in an investigation.

How to file. Complaints must be filed within 180 calendar days after the alleged discriminatory act. A complaint may be submitted preliminarily by mail, email, or in person to the Title VI Coordinator at the address in Section II, but must be signed to be processed. The form in Appendix C is available on the Town website and from the Clerk-Treasurer; its use is not required. If a complainant cannot provide a written statement, the Coordinator will take the complaint verbally, reduce it to writing, and provide it to the complainant for review and signature. Persons with disabilities or limited English proficiency may request assistance or an alternative format.

Elements of a complete complaint. The complainant's name and contact information; the name and address of the person, office, or program alleged to have discriminated; a description of the alleged discriminatory act(s), including the date, place, and basis; names of witnesses, if any; and any other relevant information.

Processing. Within 10 calendar days of receipt, the Coordinator will log the complaint (Appendix B) and notify INDOT. Within 15 calendar days of receipt, the Coordinator will contact the complainant to discuss the complaint and possible resolutions, and will request any missing information; a complainant who does not respond to a request for information within 30 calendar days may have the complaint administratively closed. If the Town lacks jurisdiction, the Coordinator will refer the complaint to the appropriate agency and notify the complainant in writing.

Investigation. The Coordinator, or a designee if the complaint concerns the Coordinator's office, will

investigate, inform the respondent of the allegations, and request a response. A copy of the complaint will be provided to the Town Attorney and the Town Council President. The Town will seek an informal, voluntary resolution at the lowest level possible. The Coordinator will issue a written finding to the complainant within 60 calendar days of receipt, by certified mail or hand delivery, describing the complaint, the investigation, the findings, and any corrective action. Where corrective action is required, the respondent will have 30 calendar days to comply, and the Coordinator will monitor compliance.

Confidentiality. A complainant's identity will be kept confidential except as necessary to investigate. The Town will obtain the complainant's written consent (Appendix D) before disclosing their identity to the respondent or third parties.

Appeal and other remedies. A complainant dissatisfied with the finding may request reconsideration by the Town Council within 30 calendar days of receiving it; reconsideration will be granted only on the basis of new facts not previously considered. Filing with the Town does not affect a person's right to file a complaint directly with INDOT (accessforall@indot.in.gov; 100 N. Senate Avenue, Indianapolis, IN 46204), the U.S. Department of Transportation, the U.S. Department of Justice (Civil Rights Division, 950 Pennsylvania Avenue NW, Washington, DC 20530), or the Indiana Civil Rights Commission, or to seek private counsel. The complaint process is administrative and does not provide punitive or compensatory damages.

Records. Complaints, investigation files, and responses will be kept confidential and retained for at least three years after the complaint is closed.

VIII. Data Collection

Pursuant to 23 CFR 200.9(b)(4), the Town will collect and analyze statistical data to monitor nondiscrimination in its programs. The Town collects: complaints received, logged, and investigated; requests for language assistance and accommodations; Title VI training records; results of the voluntary public involvement survey (Appendix E); records of meeting minutes and discussions related to Title VI; and, for any project involving right-of-way acquisition or relocation, data on the persons affected. The Coordinator will retain completed surveys for three years and will maintain data for the past three years on federally funded projects, complaints and their outcomes, language-assistance requests, and demographic statistics.

IX. Public Dissemination

This Plan, the complaint procedure, and the complaint form are posted on the Town website at duneacres.org in accessible, text-based format, and are available at the Clerk-Treasurer's office and the Clubhouse. Copies, including copies in alternative formats or translated copies, will be provided on request.

X. Community Involvement and Outreach

The Town is committed to community involvement and outreach that is respectful and allows diverse participation. The Town Council meets monthly, and Plan Commission and Board of Zoning Appeals meetings are held as needed. All meetings are open to the public, are noticed on the Town website and by posting, and are held at locations accessible to persons with disabilities; Town Council meetings are also broadcast and recorded via Zoom. Interpreters and auxiliary aids are provided free of charge on request made at least 48 hours in advance. The voluntary public involvement survey is made available at public meetings concerning transportation projects, and the meeting facilitator will announce its purpose. Agendas, minutes, notices, and news are published on the Town website and distributed by email to residents who subscribe.

XI. Section 504 / Americans with Disabilities Act

Pursuant to Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act, the Town will make every reasonable effort to ensure that no individual with a disability is excluded from participation in, denied the benefits of, or subjected to discrimination under any Town program or activity. The Town's ADA Self-Evaluation and Transition Plan (2026 Update), ADA Notice, and ADA grievance procedure are available on the Town website and from the ADA Coordinator named in Section II.

XII. Limited English Proficiency (LEP) Plan

Title VI prohibits discrimination on the basis of national origin, which includes failing to take reasonable steps to provide meaningful access to persons who, because of limited English proficiency, cannot effectively participate in Town programs. The Town has assessed its obligations using the four-factor analysis long applied by the U.S. Department of Transportation:

Factor 1 — Number and proportion of LEP persons. The 2020 Census counted 234 residents: 228 not Hispanic or Latino and 6 Hispanic or Latino; by race, 215 White, 2 Black or African American, 4 Asian, 1 some other race, and 2 two or more races [verify against Census table P2]. The American Community Survey [2020–2024] 5-Year Estimates indicate that approximately [] residents age 5 and over speak a language other than English at home and approximately [] speak English less than “very well” [update from ACS table S1601/DP02]. No language group meets the 5 percent or 1,000-person safe-harbor threshold for written translation of vital documents.

Factor 2 — Frequency of contact. The Town has received no requests for translation or interpretation services. Contact with LEP individuals is expected to be rare, most likely involving visitors, contractors' employees, or temporary workers.

Factor 3 — Nature and importance of services. The Town's most important services to the public are

public safety and security, road access, public meetings, and permits. Where denial or delay of access could have serious consequences, the Town will provide language assistance promptly on request.

Factor 4 — Resources and costs. Given the Town’s size, the Town will provide oral interpretation (including telephone interpretation services) and translation of vital documents on request, free of charge, with 48 hours’ notice where possible.

Language assistance measures. The Town keeps “I Speak” language identification cards (Appendix F) at the Clerk-Treasurer’s office and Security Office so that LEP individuals can identify their language; staff will then arrange interpretation. The public involvement survey asks respondents for their preferred language. The Town will re-evaluate this LEP Plan annually.

XIII. Community Impacts of Programs and Projects

The Town will consider, in planning and carrying out its transportation projects, whether any project would exclude persons from participation in, deny them the benefits of, or subject them to discrimination on the basis of race, color, or national origin, and will provide full and fair opportunity for affected residents to participate in project decisions through public notice, public meetings, and the public involvement survey. Given the Town’s size and its uniformly residential character, projects are expected to affect residents broadly rather than any particular group; the Town will document its consideration of impacts for any federal-aid project.

XIV. Review of Program Areas, Goals and Accomplishments

The Town’s federally assisted program area is its local road program (paving, resurfacing, and maintenance, including Community Crossings Matching Grant projects). For FFY 2027, the Town will review this program area for Title VI compliance by confirming that bid solicitations and contracts include required Title VI language, that project public meetings offer the public involvement survey and accommodation/language notices, and that project benefits are distributed across the Town’s road network.

Accomplishments — FFY 2026

Accomplishment	Completion date
Updated ADA Self-Evaluation and Transition Plan drafted for Town Council review	September 2026
Title VI Implementation Plan updated for FFY 2027, including new Coordinator designation	September 2026
[Paving / CCMG project completed — note Title VI	N/A

Accomplishment	Completion date
language included in bid documents]	
[Title VI complaints received: none]	FFY 2026
[Language assistance requests received: none]	FFY 2026

Goals — FFY 2027

Goal	Target date
Submit FFY 2027 Title VI Implementation Plan to INDOT	October 1, 2026
Submit Title VI Goals & Accomplishments Report to INDOT	November 1, 2026
Town Council adoption of this Plan and signed Assurances	[October 2026 Council meeting]
Post Plan, complaint procedure, and complaint form on the Town website in accessible, text-based format, replacing 2022 scanned versions	[November 2026]
Distribute Plan to employees and obtain signed acknowledgments	[December 2026], ongoing for new hires
Title VI Coordinator attends INDOT Title VI/ADA training	[August 2027]
Offer public involvement survey at public meetings on road projects; compile results	Ongoing; summary by September 2027
Review road program bid documents and contracts for required Title VI language	Before each solicitation
Update LEP data from latest ACS release and re-evaluate LEP Plan	September 2027
Review, update, and resubmit Plan for FFY 2028	October 1, 2027

Appendix A — USDOT Standard Title VI/Nondiscrimination Assurances

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The Town of Dune Acres, Indiana (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the

Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Town of Dune Acres, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar

instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Town of Dune Acres also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Aid Highway Program access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Aid Highway Program. You must keep records, reports, and submit the material for review upon request to the Federal Aid Highway Program, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Town of Dune Acres gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Aid Highway Program. This ASSURANCE is binding on Indiana, other

recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

TOWN OF DUNE ACRES, INDIANA

by _____

Richard Hawksworth, Town Council President

DATED _____

Appendix A of Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt

by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B of Assurances

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Town of Dune Acres will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of the Federal Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Town of Dune Acres all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town of Dune Acres and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Town of Dune Acres, its successors and assigns.

The Town of Dune Acres, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Town of Dune Acres will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns

as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix C of Assurances

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Town of Dune Acres pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Town of Dune Acres will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Town of Dune Acres will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Town of Dune Acres and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Appendix D of Assurances

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Town of Dune Acres pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Town of Dune Acres will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Town of Dune Acres will there upon revert to and vest in and become the absolute property of the Town of Dune Acres and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Appendix E of Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or

environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Appendix B — Complaint Log

Case No.	Investigator	Complainant	Program / Respondent	Basis (protected category)	Date filed	Date INDOT notified	Date of final report	Disposition

No complaints were received in FFY 2025 - 2026.

Appendix C — External Complaint of Discrimination Form

Instructions. This form is to help any person file a discrimination complaint with the Town of Dune Acres. You are not required to use it; you may write a letter with the same information, sign it, and send it to the address below. Title VI of the Civil Rights Act of 1964 and related statutes prohibit discrimination on the basis of race, color, national origin, sex, age, disability, or income status in programs receiving federal financial assistance. Assistance is available if you have a disability or limited English proficiency, and complaints may be filed in alternative formats. The Town will not retaliate against anyone for filing a complaint. You also have the right to file with state or federal agencies and to seek private counsel. Keep a copy for your records; do not send original documents. Complaints must be filed within 180 days of the alleged act; if more than 180 days have passed, please explain the delay. **Your complaint cannot be processed without your signature.**

Complainant

Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____ Email: _____

Preferred language or format for communication: _____

If filing for someone else, their name and your relationship: _____

Person, office, or program you believe discriminated against you

Name: _____ Office/program: _____

Address / phone, if known: _____

Date of the most recent alleged discriminatory act: _____

If more than 180 days ago, explain the delay: _____

The alleged discrimination was based on (check all that apply):

☐ Race ☐ Color ☐ National origin ☐ Limited English proficiency ☐ Sex ☐ Age ☐ Disability
☐ Income status ☐ Retaliation ☐ Other: _____

Describe what happened, including where and how you believe you were discriminated against (attach pages if needed):

Witnesses (name, contact, and what they can tell us):

1. _____

2. _____

What resolution are you seeking?

Have you filed this complaint with another agency or court? ☐ Yes ☐ No If yes, where and when:

Signature: _____ Date: _____

Submit to: Title VI Coordinator, Town of Dune Acres, 1 East Road, Dune Acres, IN 46304 ·
townclerk@duneacres.org · 219-787-1900

Appendix D — Complainant Consent/Release Form

Name: _____ Phone: _____ Case No. (if known): _____

Address: _____

As a complainant, I understand that during an investigation it may be necessary for the Town of Dune Acres to reveal my identity to persons outside Town government to verify information or gather facts and evidence. I understand that I am protected by Title VI and related statutes from intimidation or retaliation for taking action or participating in an action to secure rights they protect. Please check one:

☐ **CONSENT.** I authorize the Town to disclose my identity as needed during the investigation, and to receive, review, and discuss material and information about me relevant to my complaint, for civil rights compliance and enforcement purposes. I understand I am not required to authorize this release and do so voluntarily.

☐ **CONSENT DENIED.** I do not want the Town to disclose my identity during the investigation. I understand this may delay the investigation and may, in some circumstances, result in administrative closure of my complaint without a determination.

Signature: _____ Date: _____

Appendix E — Voluntary Title VI Public Involvement Survey

As a recipient of federal funds, INDOT requires local agencies to gather statistical data about participants in and beneficiaries of federal-aid highway programs and activities (23 CFR 200.9(b)(4)). The Town of Dune Acres is distributing this voluntary survey to meet that requirement. You are not required to complete it, and you may remain anonymous. Questions about the Town's Title VI or ADA responsibilities may be directed to the Title VI/ADA Coordinator, 1 East Road, Dune Acres, IN 46304, townclerk@duneacres.org, 219-787-1900. Return the survey at the meeting, in the Town Clerk lock box at 1 East Road, or by mail or email.

Date: _____ Meeting / project: _____

Sex: ☐ Female ☐ Male

Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino

Race (check one or more): ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Multiracial

Age: ☐ Under 22 ☐ 22–40 ☐ 41–65 ☐ Over 65

Disability: ☐ Yes ☐ No

Is English your preferred language? ☐ Yes ☐ No If no, preferred language: _____

Household income: ☐ \$0–\$12,000 ☐ \$12,001–\$24,000 ☐ \$24,001–\$36,000 ☐ \$36,001–\$48,000 ☐ \$48,001–\$60,000 ☐ Over \$60,000

Appendix F — “I Speak” Language Identification Cards

[Attach the U.S. Census Bureau “I Speak” language identification flashcards.]

Appendix G — Employee Acknowledgment Form and Training Materials

Title VI Employee Acknowledgment

I, _____, an employee of the Town of Dune Acres, acknowledge that I have received and read the Town's Title VI Implementation Plan and nondiscrimination policy, and I understand how these requirements apply to my work and to the residents, visitors, and contractors I serve. I understand that I must refer any question, complaint, or allegation of discrimination to the Title VI Coordinator in writing.

Signature: _____ Date: _____

[Attach training materials used and a record of attendance.]