

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 5 -2019

A RESOLUTION APPROVING THE AMENDMENT NO. 1 TO THE RESTATED AND AMENDED INTERLOCAL AGREEMENT FOR THE DEVELOPMENT AND CONSTRUCTION OF A TRANSPORTATION CORRIDOR FROM THE JEFFERSONVILLE PORT OF INDIANA THROUGH THE RIVER RIDGE COMMERCE CENTER TO HIGHWAY 62

WHEREAS, this Board of Commissioners of Clark County, Indiana (the “Board”), is the executive body of Clark County government pursuant to the provisions of I.C. 36-2-2-2; and,

WHEREAS, the Board is also the legislative body of Clark County government pursuant to the provisions of I.C. 36-1-2-9; and,

WHEREAS, the County is a Participating Party in that certain Interlocal Cooperation Agreement for the Development and Construction of a Transportation Corridor from the Jeffersonville Port of Indiana Through the River Ridge Commerce Center to Highway 62, which is identified by STATE EDS No. A249-14-320648 (the “ILA”); and

WHEREAS, the County has previously approved the Transportation Corridor Project and its contribution toward the cost of the Project by passing Resolution 11-2013 and further approved an Amended and Restated Interlocal Agreement for the project by passing Resolution 10-2015; and

WHEREAS, it becomes necessary from time to time to amend and restate the ILA; and

WHEREAS, the Participating Parties desire to further Amend and Restate the ILA as more fully set forth in the **AMENDMENT NO. 1 TO THE RESTATED AND AMENDED INTERLOCAL INTERLOCAL AGREEMENT**, attached hereto as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED by this Board of Clark County Commissioners as follows:

1. The County hereby Approves the Amendment No. 1 to the Restated and Amended Interlocal Agreement for the Development and Construction of a Transportation Corridor from the Jeffersonville Port of Indiana Through the River Ridge Commerce Center to Highway 62, attached hereto as **Exhibit "A"**.

2. This Resolution shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of the Board.

So Resolved this 22nd day of August, 2019.

Members voting "NO":

Members voting "YES":

Jack Coffman, Commissioner



Jack Coffman, Commissioner

Connie Sellers, Commissioner



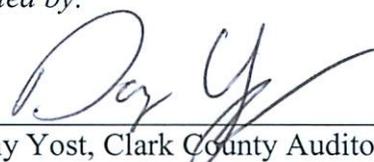
Connie Sellers, Commissioner

Bryan Glover, Commissioner

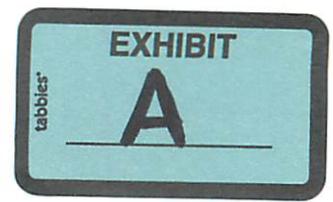


Bryan Glover, Commissioner

Attested by:



Danny Yost, Clark County Auditor



**AMENDMENT NO. 1 TO THE
RESTATED AND AMENDED INTERLOCAL AGREEMENT
FOR THE DEVELOPMENT AND CONSTRUCTION
OF A TRANSPORTATION CORRIDOR FROM
THE JEFFERSONVILLE PORT OF INDIANA
THROUGH THE RIVER RIDGE COMMERCE CENTER TO HIGHWAY 62**

EDS No. A249-14-320648

This Amendment No. 1 to the Restated and Amended Interlocal Agreement for the Development and Construction of a Transportation Corridor from the Jeffersonville Port of Indiana through the River Ridge Commerce Center to Highway 62, previously identified as EDS #A249-14-32068, (“Amendment”) is made and entered into pursuant to I.C. 36-1-7, by and between (A) the State of Indiana, acting by and through the Indiana Department of Transportation (“INDOT”), (B) the Board of Commissioners of Clark County, (the “COUNTY”), (C) the Jeffersonville Redevelopment Commission, acting for and on behalf of the City of Jeffersonville (the “CITY”), (D) the Ports of Indiana, a body corporate and politic existing under the laws of Indiana (the “POI”), which owns and operates and maintains the Port of Indiana – Jeffersonville (the “Port”) on behalf of the State of Indiana, and (E) the River Ridge Development Authority (“RRDA”), hereinafter referred to collectively 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, a Restated and Amended Interlocal Local Agreement for the Development and Construction of a Transportation Corridor from the Jeffersonville Port of Indiana through the River Ridge Commerce Center to Highway 62, (“ILA”) (which said ILA is attached hereto as **Attachment 1** and is incorporated herein by reference) was made and entered into on October 29, 2015 to construct and plan for a new direct, multimodal transportation corridor the “Transportation Corridor” as described herein) which among other things: (a) connects the Port to the new I-265/Old Salem Road interchange (constructed as part of the East End Ohio River Bridge crossing) at New Middle Road as shown on Amended **Exhibit A** (Route B) attached hereto; and (b) traverses from the I-265/Old Salem Road interchange through the River Ridge Commerce Center (“RRCC”) to Highway 62 (the “Project”); and

WHEREAS, the scope of the project has been modified and the direct rail connection is no longer being contemplated as part of the Project; and

WHEREAS, the Transportation Corridor will provide two distinct advantages to the Parties and the communities and interests they serve: (a) the Project will be built to “heavy-haul” specifications which will enable users in both the Port and the RRCC to shuttle truck load commodities, including, but not limited to, steel, directly between the sites without having to use other multipurpose public roadways and (b) the Project will reduce industrial traffic at the I-265,

State Road 62, and Port Road interchange, which will continue to see increased commercial and commuter traffic linked to projected growth at the RRCC and the Port; and

WHEREAS, the Parties believe construction of the Project will: (a) promote and sustain economic development and growth for Jeffersonville, all communities in Clark County and the entire region; (b) provide infrastructure needed to attract new commerce and industry; (c) promote the creation of new jobs and sustain existing jobs; and (d) serve the best interest of the public; and

WHEREAS, POI has approved the Project and its contribution toward the cost of the Project, and has authorized execution of this Amendment by action taken by unanimous vote of its Board of Directors on August 22, 2019 in that certain Resolution No. 19-02 (“POI Resolution”), wherein its Board of Directors explicitly state conditions which are paramount to POI’s participation and financial contributions to the Project; and

WHEREAS, the County has approved the Project and its contribution toward the cost of the Project, and has authorized execution of this Amendment by action taken by passing Resolution No. _____; and

WHEREAS, the City has approved the Project and its contribution toward the cost of the Project, and has authorized execution of this Amendment through the City Council’s adoption of Resolution No. _____; and

WHEREAS, RRDA has approved the Project and its contribution toward the cost of the Project, and has authorized execution of this Amendment by action taken by passing Resolution No. _____; and

WHEREAS, the Parties desire to amend the Restated and Amended Interlocal Agreement for the Development and Construction of a Transportation Corridor from the Jeffersonville Port of Indiana through the River Ridge Commerce Center to Highway 62;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Section 1.2 shall be amended in its entirety to read as follows:

- A. To identify the respective rights, duties and obligations of the Parties to the funding, development, control, operation and maintenance of the segments of the Project and to allow for the implementation of the Project into two Segments, as described in Section 1.3.A;**
- B. To develop a quality Project and quality infrastructure sufficient to promote, encourage and serve the economic development needs of the area;**

- C. To establish which Party will be responsible for operation and maintenance of the improved roads, and to determine which Party will be responsible for maintaining all bridges within the Project on its bridge/road inventory after the Project is completed;**
 - D. To do all things necessary to have the Project roadways functionally classified;**
 - E. To identify which Party will accept certain segments of the Project into its road inventory, thereby incurring all responsibility to maintain and regulate such segments of the roadway; and**
 - F. To pledge cooperation between and among the Parties that each will deal with one another honestly, fairly and in good faith to protect and promote the optimal economic development and job creation benefits of this Amendment and to act in good faith to grant such consents and approvals as are reasonable and necessary to: (i) commence construction of the Project as quickly as possible (even if it means commencing separate segments of the Project at different times), (ii) agree as to the best, most advantageous and economically feasible location for the Project and road alignment of the Project, (iii) to pledge and dedicate the roads included in the segments of the Project, except for those ultimately subject to POI jurisdiction and located within the Port, as a public right-of-way as may be required to qualify for and secure federal funding for the Project, (iv) to implement the Project consistent with the resolutions passed by each of the Parties; and (v) to take all reasonable actions necessary to see that the segments of Project are approved by necessary units and agencies of each Party.**
2. Section 1.3.A. (A only, not sub-portions of 1.3.A.(i), (ii), (iii), (iv) and (v)). shall be deleted and amended in its entirety and shall read as follows:
- A. For purposes of this Restated Agreement, the Project shall be divided into two road segments for the Transportation Corridor. The design load standards for the road segments of the Project (Segment A and Segment B described below) shall include Michigan Truck Train, #5 and #8, design load standard for (axle) configurations supporting a gross vehicle weight of 134,000 lbs.**
3. Section 1.3.A.(iii) shall be deleted in its entirety.
4. Section 1.3.A.(iv) shall be amended in part to modify the numbering to 1.3.A.(iii) and shall read as follows:

(iii.) The Parties acknowledge and agree that the Project will be constructed in Segments with each of the Segments being constructed under separate construction contracts and environmental documents, when applicable.

5. Section 1.3.A.(v.) shall be amended in its entirety to read as follows:

(iv.) The estimated cost of the Project is \$34,400,000.00. The parties understand and acknowledge that this figure includes the estimated cost of right-of-way engineering and land acquisition, utility relocation, design and construction as described for each segment. \$23,900,000.00 of the estimated costs of the Project shall be allocated to Segment A and \$10,500,000.00 of the estimated costs for the Project shall be allocated to Segment B; PROVIDED HOWEVER, that federal funds shall not be used for Segment B.

6. Section 1.3.B.(ii)(1) shall be amended in its entirety to read as follows:

(1.) The City pledges and encumbers funds in an amount not to exceed \$4,350,000.00 from local, non-federal funding sources to be used for the preliminary design and engineering of, right-of-way acquisition for, and construction and development of the Project. The City's funding contribution shall be paid to INDOT in installments as follows: the Parties acknowledge that the City's first installment in the amount of \$866,666.67 was paid to INDOT on or before December 31, 2014; the second installment in the amount of \$866,666.67 was paid to INDOT on or before December 31, 2015; the third installment in the amount of \$866,666.66 was paid to INDOT on or before March 30, 2017; the fourth installment in the amount of \$750,000.000 was paid to INDOT on or before April 30, 2018; the fifth installment in the amount of \$500,000.000 shall be due no later than December 31, 2019; and the final installment of \$500,000.000 shall be due no later than December 31, 2020.

7. Section 1.3.B.(ii)(3) shall be deleted in its entirety and now reads as follows:

The City pledges to donate 0.5 acres of land, which has an estimated value of \$10,000.00, suitable for wetland mitigation for the Indiana Department of Natural Resources, as more specifically referenced and delineated in Exhibit F-1, attached hereto and incorporated herein by reference.

8. Section 1.3.B.(iii)(1.) shall be amended in its entirety to read as follows:

(1.) POI has provided, at its expense, a preliminary engineering study by American Structurepoint, Inc. ("Structurepoint"), which shall be used as a guide for final design and alignment for Segment A of the Project.

9. Section 1.3.B.(iii)(2.) shall be amended in its entirety to read as follows:

(2). In addition, and subject to the conditions set forth in the POI Resolution, a copy of which is attached hereto as Amended Exhibit D and incorporated herein by reference, POI agrees to contribute to the Project by making a one-time lump sum payment to INDOT in the amount of \$2,500,000.00 no later than December 30, 2015, which amount is intended to apply to Project costs, such as preliminary design and engineering of, right-of-way and land acquisition, and construction and development of the Project. POI's \$2,500,000.00 contribution is conditioned upon satisfaction of the: (i) completion of the road connection in Segment A of the Project as shown in amended Exhibit A; and (ii) constructed road for the Project not exceeding the original grade design of up to five percent (5%) in accordance with the POI Resolution.

10. Section 1.3.B(iv)(10) shall be added and read as follows:

(10.) RRDA shall dedicate twenty-seven (27) acres of land, which has an estimated value of \$2,160,000.00, suitable for bat habitat restoration for the Project, as more specifically referenced and delineated in Exhibit F-2, attached hereto and incorporated herein by reference.

11. Section 1.3.B(v)(1.) shall be amended in its entirety to read as follows:

(1). INDOT shall make available federal-aid highway or State funds in an amount not to exceed \$14,250,000.00 for the Project to apply to the preliminary design and engineering, development and construction of Segments A and B of the Project. On April 7, 2014, INDOT applied \$2,841,256.00 for preliminary engineering and associated project costs to the Project. As part of its \$14,250,000.00 contribution, INDOT will provide, as necessary, funds to cover the local match funds required in order fully utilize the federal-aid highway funds and other federal funds contributed by KIPDA and the County to the Project which are not otherwise covered by the non-federal fund contributions made by POI, City and County.

12. Section 1.3.B(v)(2.) shall be amended in its entirety to read as follows:

(2). INDOT further pledges to give good faith and due consideration to the preliminary engineering studies of JTL, BL&A and Structurepoint in making final decisions about the design criteria and road alignment of Segments A and B of the Project.

13. Section 1.3.B(v)(3.) shall be amended in its entirety to read as follows:

(3.) INDOT shall hold the funds provided by the Parties in a dedicated non-reverting fund established by INDOT for the sole and exclusive purpose of fulfilling the intent, purpose and obligations of this Amendment. This fund shall be managed and accounted for in accordance with INDOT's usual and ordinary procedures, which includes any applicable requirements imposed by the Federal Highway Administration and the Indiana Office of Management and Budget. INDOT shall provide the Parties a full and complete accounting of how the funds are used in furtherance of the Project on a semiannual basis. Nothing herein shall in any way limit INDOT's ability to manage funds

dedicated to the Project; however, subject to re-scoping and all other provisions of this Restated Agreement.

14. Section 1.3.B(v)(7) shall be added to read as follows:

(7). After construction is completed in Segment A, INDOT shall operate and maintain that portion of roadway constructed in Segment A that is situated outside of the boundaries of POI property as more specifically referenced and delineated as "INDOT Segment A Road" in Amended Exhibit C attached hereto and incorporated herein by reference.

15. Section 1.3.C. shall be amended in its entirety to read as follows:

C. **Refund upon Early Termination.** If for any reason the Project is abandoned, commenced but never completed, or otherwise terminated prematurely, all funds remaining in the account(s) shall be returned to each Party as reasonably determined by INDOT. However, POI shall be entitled to full reimbursement of its \$2,500,000.00 contribution from INDOT in the event that the road connection for Segment A of the Project as shown on Amended Exhibit A is not completed or the constructed road exceeds the original grade design of up to five percent (5%). In the event the Project is abandoned, commenced but never completed, or is otherwise terminated after Project funds have been expended on Segment B, RRDA shall return the Segment B allowance to the Project in care of INDOT who will return to the Parties (excluding RRDA) as INDOT reasonably determines. In the event that RRDA completes Segment B4 prior to any event of early termination, RRDA's obligation to make Segment B4 functionally classified under Section 1.7 below shall terminate with the early Project termination or abandonment event.

16. Section 1.3.D. shall be amended in its entirety to read as follows:

D. **KIPDA Contribution.** The Kentuckiana Regional Planning & Development Agency ("KIPDA") has pledged a contribution of approximately \$2,100,000.00 toward the Project to be available in the year 2019. All such funds contributed by KIPDA shall be used toward Segment A.

17. Section 1.3.E. shall be amended in its entirety to read as follows:

E. **Construction Bids in Excess of Pledged Amounts – Segment A.** If the total Project costs, including construction bids and all other Project costs of Segment A exceed \$23,900,000.00 the amount allocated for Segment A of the Project, Segment A may be re-scoped with the input of the City, the County, POI and INDOT with consideration and of state and federal transportation, infrastructure and economic development interests in mind. However, the final revised project scope for Segment A shall be determined by INDOT; provided that any changes or cost savings measures for the Project which result in the road connection for Segment A of the Project as shown in Amended Exhibit A not being completed or the constructed road exceeding the original grade design of up to five percent (5%), shall require INDOT to reimburse POI for its \$2,500,000.00 financial contribution of the Project.

Notwithstanding anything stated herein to the contrary, the Parties acknowledge and agree that all risks associated with completion of Segment A, including, but not limited to, those associated with the archaeological resources identified within Segment A of the Project are shared by the Parties and that, in addition or as an alternative to re-scoping of Segment A as permitted herein, each will continue in good faith to collaborate in order to determine additional funding to complete Segment A.

In the alternative, if the total of the construction bids and all other costs of Segment A exceed the amount of \$23,900,000.00, this Restated Agreement may be amended or modified so that each Party, at its sole option, may opt to complete a segment of interest to such Party by paying all of the cost overruns (or part of the cost overruns with other willing Parties) for Segment A. No Party shall prevent any other Party from contributing additional funds to the Project.

18. Section 1.3.F. shall be deleted in its entirety.

19. Section 1.3.G. shall be amended in part to modify numbering to 1.3.F. and shall read as follows:

F. Steering Committee. Each Party shall appoint a representative of its choice to a steering committee which shall meet as needed to review, discuss and or consider the scope and scale of the Project, selection of consultant(s) and contractor(s), change orders for the Project, revisions of Project plans, and any and all INDOT decisions which have a material effect upon the overall Project and/or the separate Segments of the Project. All steering committee recommendations shall be guided by, but are not limited to, the preliminary engineering studies prepared by Structurepoint for Segment A and prepared by JTL and BL&A for Segment B. Each Party may name a different representative to the steering committee for each steering committee meeting, as each committee meeting topic may require the input of different experts. Representatives to the steering committee will deal with one another honestly, fairly and in good faith, so as to protect and promote the optimal economic development and job creation benefits of the Project. However, in no event shall any decision or recommendation of the steering committee be construed to obligate INDOT to undertake any action contrary to state or federal law, regulation or policy. INDOT shall have sole and final decision-making authority during the construction of the Project.

20. Section 1.3.H. shall be amended in part to modify numbering to 1.3.G. and shall read as follows:

G. Right of Inspection. Each Party shall have the right to inspect the Project while under construction upon twenty-four (24) hours advanced notice to the INDOT contacts listed in Section 2.13 of the Restated Agreement, and to the Contractor selected to construct the Project. Upon arrival at the Project site, representatives of the Parties shall check in with appropriate INDOT or Contractor project managers

or engineers and shall comply with any safety measures or directions given by INDOT personnel or Contractor staff while on the Project site.

21. 1.8.A. shall be amended in its entirety as follows:

A. Segment A. Upon final completion of Segment A of the Project, INDOT shall transfer and POI shall accept jurisdiction over that portion of Port Segment A Road identified on Amended Exhibit C and which portion is to be acquired by INDOT for this Project. This transfer of jurisdiction shall be memorialized in a separate written agreement to be entered into by POI and INDOT upon final completion of Segment A of the Project (collectively, the “Transfer Agreement”). The Transfer Agreement will not provide for any transfer of funds or other consideration from INDOT to POI. Upon execution, the Transfer Agreement shall be recorded in the Office of the Recorder of Clark County. Under the Transfer Agreement, operation and maintenance responsibilities transferred to POI shall include snow removal, mowing, road repair and maintenance for road surfaces, traffic safety and control, regulation and permitting of curb cuts, billboards, and signage, and storm water drainage. POI shall retain and not transfer jurisdiction over those portions of Port Segment A Road identified on Amended Exhibit C which are titled in the name of the State of Indiana and are already subject to POI’s jurisdiction; provided, however, that POI will grant a right of entry to INDOT authorizing construction of the Port Segment A Road and that portion of road identified as Utica/Sellersburg Road and, upon final completion of Segment A, POI shall be responsible for the operation and maintenance of the Port Segment A Road. Being subject to POI’s jurisdiction means, among other things, that the Port Segment A Road shall be subject to the rules and regulations promulgated by POI for the use and operation of port roads (codified at 103 IAC 3-1, et seq.), which includes restricted and controlled access and use of Port property and roads, and declaration, tariff, and other encumbrances applicable to the Port, as such may be amended from time to time. POI and INDOT further acknowledge and agree that fee title and interest to all real estate underlying the Port Segment A Road shall remain in the name of the State of Indiana. INDOT, POI, and the City agree under all circumstances, rules and regulations for INDOT Segment A Road shall authorize and permit commercial truck traffic consistent with design and load standards for the Project.

22. 1.8.C. shall be deleted in its entirety.

23. 1.8.D. shall be deleted in its entirety.

24. Section 1.8.E. shall be amended in part to modify numbering to 1.8. C. and shall read as follows:

C. Bridges. Upon final completion of the Project, INDOT will maintain the bridges in Segment A and the bridge over S.R. 265. All other bridges constructed as part of the Project shall be listed in the County’s bridge/road inventory.

25. 1.8.F. shall be amended in part to modify numbering to 1.8.D. and shall read as follows:

D. Law Enforcement. Jurisdiction over law enforcement and police protection shall be governed by the laws of the State of Indiana.

26. 2.12.E. shall be amended as follows:

For POI:

**Jeff Miles
Port of Indiana – Jeffersonville
1402 Port Road
Jeffersonville, Indiana 47130
Phone: (812) 282-2096
Fax: (812) 282-7505**

26. All other matters previously agreed to and set forth in the original ILA are not affected by this amendment and shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement 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 Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**CLARK COUNTY
BOARD OF COMMISSIONERS**

Executed by:

Jack Coffman
President of the Board of County Commissioners

Connie Sellers
Member of the Board of County Commissioners

Bryan Glover
Member of the Board of County Commissioners

Attest:

Date: _____

STATE OF INDIANA)
)
COUNTY OF: CLARK) SS:

Before me, a Notary Public in and for said county and state personally appeared

of Clark County, Indiana, who acknowledged the execution of the foregoing Amendment on this
_____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

CITY OF JEFFERSONVILLE

Mike Moore, Mayor

Date: _____

President, City Council

Date: _____

STATE OF INDIANA)
)
COUNTY OF: CLARK) SS:

Before me, a Notary Public in and for said county and state personally appeared _____
of Jeffersonville, Indiana, who acknowledged the execution of the foregoing Amendment on this
_____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

RIVER RIDGE DEVELOPMENT AUTHORITY

Jerry G. Acy, Executive Director

Date: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF: CLARK)

Before me, a Notary Public in and for said county and state personally appeared Jerry G. Acy of River Ridge Development Authority, who acknowledged the execution of the foregoing Amendment on this _____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

PORTS OF INDIANA

Attest:

Date: _____

STATE OF INDIANA)
)
COUNTY OF: CLARK) SS:

Before me, a Notary Public in and for said county and state personally appeared

of Ports of Indiana, who acknowledged the execution of the foregoing Amendment on this
_____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Anthony K. McClellan
Seymour District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

_____ (for)
Joseph McGuinness, Commissioner
Indiana Department of Transportation

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF: MARION)

Before me, a Notary Public in and for said county and state personally appeared

of the Indiana Department of Transportation, who acknowledged the execution of the foregoing
Amendment on this _____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

By: _____ (FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date : _____

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36