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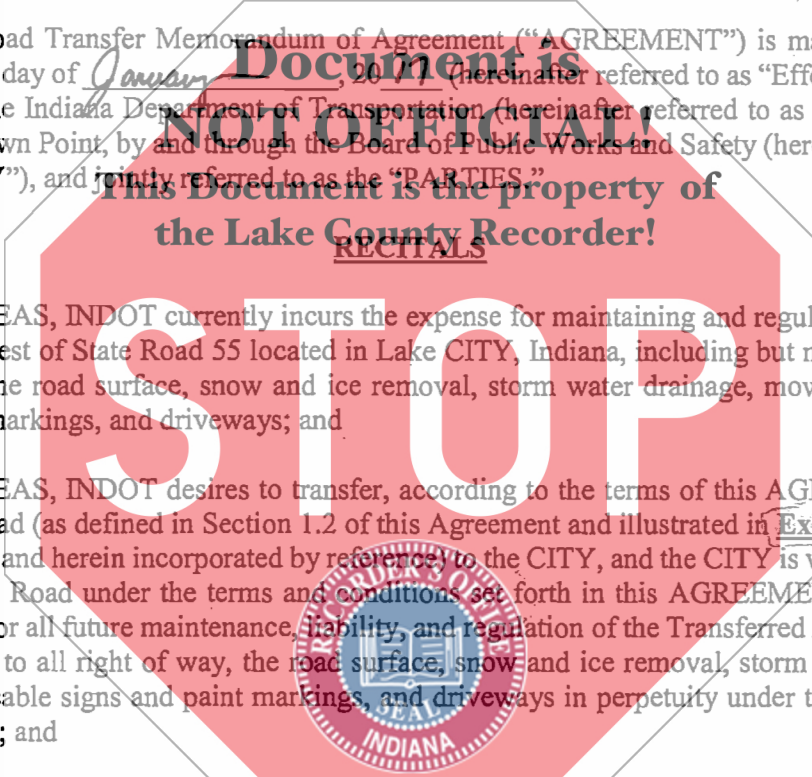
2017 006178

**ROAD TRANSFER
MEMORANDUM OF AGREEMENT**
Between
**THE INDIANA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CROWN POINT**
Concerning
THE TRANSFER OF A FRONTAGE ROAD ALONG STATE ROAD 55

EDS No. A 249-17-01160173

PREAMBLE

This Road Transfer Memorandum of Agreement ("AGREEMENT") is made and entered into this 5th day of January, 2017 (hereinafter referred to as "Effective Date") by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT") and the City of Crown Point, by and through the Board of Public Works and Safety (hereinafter referred to as the "CITY"), and jointly referred to as the "PARTIES."



STATE OF INDIANA
 LAKE COUNTY
 RECORDER
 2017 JAN 27 AM 8:42
 RECORDER B. BROWN

WHEREAS, INDOT currently incurs the expense for maintaining and regulating a frontage road directly west of State Road 55 located in Lake CITY, Indiana, including but not limited to all right of way, the road surface, snow and ice removal, storm water drainage, mowing, applicable signs or paint markings, and driveways; and

WHEREAS, INDOT desires to transfer, according to the terms of this AGREEMENT, the Transferred Road (as defined in Section 1.2 of this Agreement and illustrated in Exhibits A and B, attached hereto and herein incorporated by reference) to the CITY, and the CITY is willing to accept the Transferred Road under the terms and conditions set forth in this AGREEMENT and assume responsibility for all future maintenance, liability, and regulation of the Transferred Road, including but not limited to all right of way, the road surface, snow and ice removal, storm water drainage, mowing, applicable signs and paint markings, and driveways in perpetuity under the terms of this AGREEMENT; and

WHEREAS, the PARTIES agree that the Transferred Road will no longer be the most appropriate route to serve state traffic, but will continue to serve local access; and

WHEREAS, INDOT has identified the Transferred Road as a lower priority route in the state highway system but determined that the Transferred Road will continue to serve a useful purpose;

WHEREAS, I.C. 8-23-4-10 and I.C. 8-23-4-12 authorize INDOT and the CITY to execute this AGREEMENT; and

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

FILED

000402

JAN 25 2017
Page 1 of 16

JOHN E. PETALAS
LAKE COUNTY AUDITOR

AMOUNT \$ 52⁰⁰
 CASH _____ CHARGE _____
 CHECK # 22340
 OVERAGE 11
 COPY _____
 NON-COM
 CLERK RR

E

1.1. Purpose. The purpose of this AGREEMENT is to transfer full responsibility for all operation, construction, maintenance, regulation, and liability relating to the Transferred Road from INDOT to the CITY to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the PARTIES agree that INDOT is not transferring title to any real estate by way of this AGREEMENT and that INDOT shall retain legal title of the Transferred Road including without limitation any real property underneath existing pavement and the accompanying right of way, as described in the land records of Lake CITY, Indiana. For the purposes of this Agreement and to avoid misunderstanding, the term "Transferred Road" is defined in Section 1.2 of this Agreement and is illustrated in Exhibits A and B.

1.2. Transferred Road Defined. The "Transferred Road" is defined as the roadway described in Sections 1.2(A) through 1.2(B) below.

- A. The Transferred Road is a frontage road under Federal Aid Project No. 93-Section A, and is located directly west of State Road 55, beginning at STA: 52+88 and ending at STA: 77+62; and
- B. The transferred portion of the roadway (as detailed in Exhibits A and B) includes total center lane mileage of 0.47 miles.

1.3. Date of Transfer. The Date of Transfer is defined as the date upon which INDOT will transfer the Transferred Road to the CITY according to the terms of this Agreement. The Date of Transfer shall be identified in a certified letter from INDOT to the CITY at least ten (10) days before the Date of Transfer. INDOT shall transfer and the CITY shall accept the Transferred Road at 12:01 a.m. on the Date of Transfer.

1.4. Acceptance. The CITY agrees to accept transfer of the Transferred Road, according to the terms of this AGREEMENT on the Date of Transfer.

1.5. Transferred Road Condition. The CITY warrants and represents that it has had sufficient opportunity to inspect the Transferred Road and agrees to accept the Transferred Road in "AS IS" condition on the Date of Transfer.

1.6. Payment. The CITY agrees to accept the Transferred Road without any form of payment or compensation from INDOT.

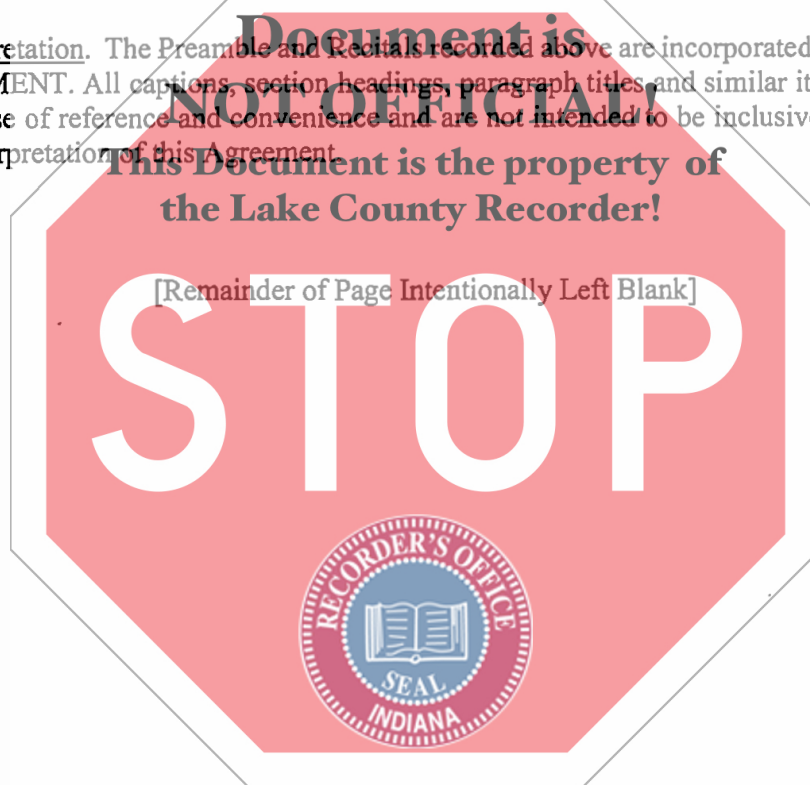
1.7. Limited Access Right of Way. To avoid confusion, the Parties agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over any limited access right of way. However, INDOT agrees in good faith to work with both the CITY and the Federal Highway Administration with respect to any requests to break the limited access right of way line.

1.8. Change of Transferred Road Status. The CITY agrees to notify INDOT at least ninety (90) days prior should the CITY make a finding that any portion of the Transferred Road no longer serves a transportation purpose, or should the CITY intend to otherwise cease using any portion of the Transferred Road for road transportation purposes.

1.9. No Cost or Expense to INDOT. The CITY agrees that INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Road after the legal date and time of Transfer.

1.10. Permits Issued for the Transferred Road. For the sake of clarity and to avoid misunderstanding, the CITY agrees to indemnify, defend and hold harmless INDOT for all claims or liability arising in relation to any permits issued by the CITY to perform work on the Transferred Road. Further, the CITY shall be responsible for conducting all future inspection of any active permits issued by INDOT prior to the Date of Transfer. The CITY shall also be solely responsible for the issuance of any and all permits, including permits for outdoor advertising signs or structures, and the CITY understands and agrees that it shall comply with all applicable laws in the issuance and regulation of such permits (including but not limited to the Highway Beautification Act of 1965, 23 U.S.C. §131 et seq., and regulations promulgated thereunder).

1.11. Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this AGREEMENT. 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 Agreement.



II. GENERAL PROVISIONS

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any Party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. ~~Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the Parties and their permitted successors or assigns.~~

2.3. Assignment of Antitrust Claims. ~~As part of the consideration for this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.~~

2.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. 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 CITY to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Agreement. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the CITY shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

2.6. Changes in Work. [OMITTED – NOT APPLICABLE.]

2.7. Certification for Federal-Aid Contracts Lobbying Activities. [OMITTED – NOT APPLICABLE.]

2.8. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed

by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY 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 CITY 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 Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CITY is not familiar with these ethical requirements, the CITY 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 CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY 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 Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

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

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

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

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

- 2.9. **Condition of Payment.** [OMITTED – NOT APPLICABLE.]
- 2.10. **Confidentiality of State Information.** [OMITTED – NOT APPLICABLE.]
- 2.11. **Continuity of Services.** [OMITTED – NOT APPLICABLE.]
- 2.12. **Debarment and Suspension.** [OMITTED – NOT APPLICABLE.]
- 2.13. **Default by State.** [OMITTED – NOT APPLICABLE.]
- 2.14. **Disputes.** [OMITTED – NOT APPLICABLE.]
- 2.15. **Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990 issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CITY 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 CITY'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 CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

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

2.16. Employment Eligibility Verification. As required by IC §22-5-1.7, the CITY swears or affirms under the penalties of perjury that the CITY does not knowingly employ an unauthorized alien. The CITY further agrees that:

A. The CITY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and does not employ any employees.

B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.

C. The CITY shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

2.17. Employment Option. [OMITTED – NOT APPLICABLE.]

2.18. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.19. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation

of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

2.22 Indemnification. The CITY agrees to exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith; from INDOT's maintenance, regulation or operation of the Transferred Road and/or the INDOT's Right-of-Way; or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall not provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

2.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of any other Party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees.

2.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

2.25. Insurance. [OMITTED – NOT APPLICABLE.]

2.26. Key Person(s). [OMITTED – NOT APPLICABLE.]

2.27. Licensing Standards. [OMITTED – NOT APPLICABLE.]

2.28. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

2.29. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

2.30. Non-Discrimination.

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

Under IC 22-9-1-10 the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY 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 Agreement.

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.)

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

1. **Compliance with Regulations:** The CITY 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 Agreement.

2. **Nondiscrimination:** The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, income status, 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 CITY shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY 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 CITY of the CITY's obligations under this Agreement, 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.

4. Information and Reports: The CITY 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 CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY 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.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, 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 CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

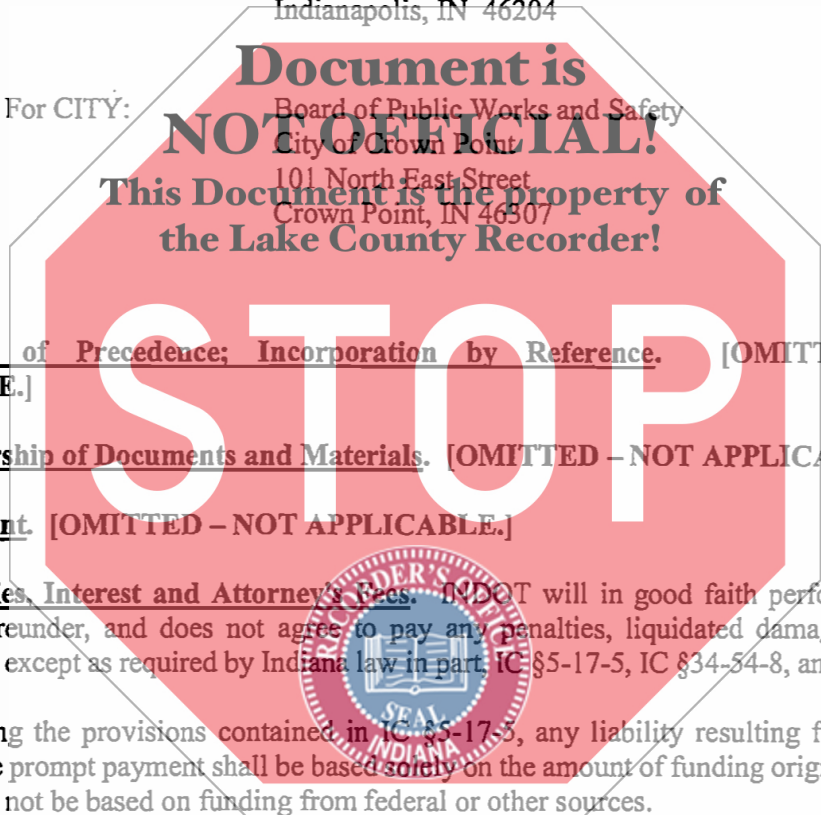
The CITY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes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

2.31. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

- A. For INDOT: Technical Services Director
INDOT LaPorte District
315 East Boyd Blvd.
LaPorte, IN 46350

With Copy To: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

- B. For CITY: Board of Public Works and Safety
City of Crown Point
101 North East Street
Crown Point, IN 46307



2.32. **Order of Precedence; Incorporation by Reference.** [OMITTED – NOT APPLICABLE.]

2.33. **Ownership of Documents and Materials.** [OMITTED – NOT APPLICABLE.]

2.34. **Payment.** [OMITTED – NOT APPLICABLE.]

2.35. **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, IC §5-17-5, IC §34-34-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, 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.

2.36. **Progress Reports.** [OMITTED – NOT APPLICABLE.]

2.37. **Public Record.** The CITY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.38. **Renewal Option.** [OMITTED – NOT APPLICABLE.]

2.39. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.40. **Status of Claims.** [OMITTED – NOT APPLICABLE.]

2.41. **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.42. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its contractors as a result of this Agreement.

2.43. **Termination for Convenience.** This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

2.44. **Termination for Default.** [OMITTED – NOT APPLICABLE.]

2.45. **Travel.** [OMITTED – NOT APPLICABLE.]

2.46. **Indiana Veteran's Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE.]

2.47. **Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

2.48. **Work Standards.** [OMITTED – NOT APPLICABLE.]

2.49. **State Boilerplate Affirmation Clause.** [OMITTED – NOT APPLICABLE.]

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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.

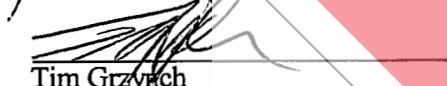
CITY OF CROWN POINT
Board of Public Works and Safety

Executed by:

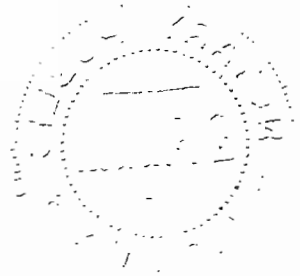
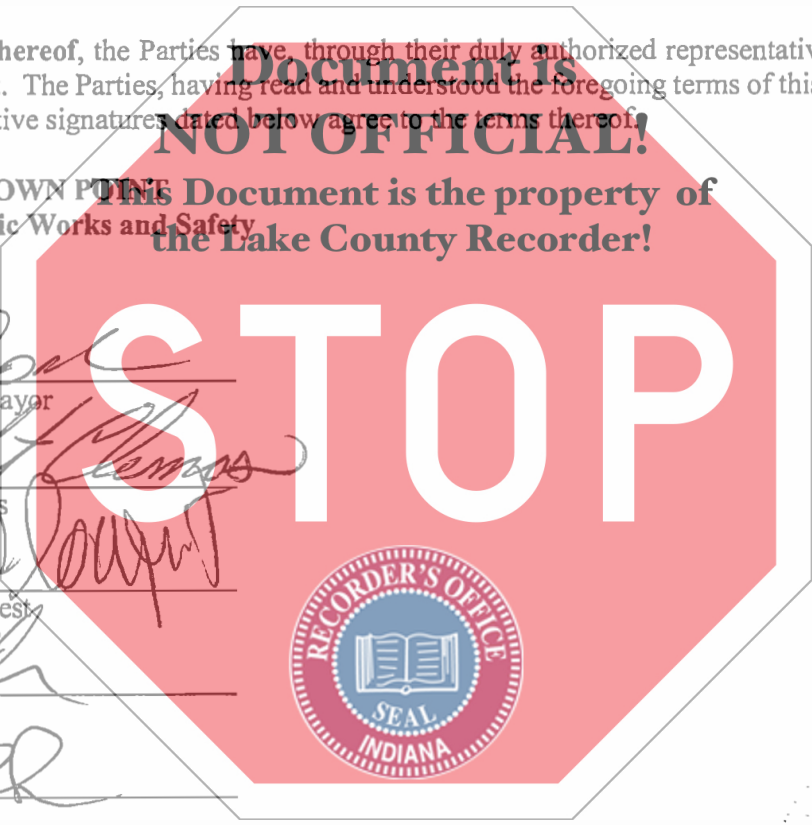

David Uran, Mayor


Robert Clemons


Michael Conquest


Tim Grzyrch


Jim Crook

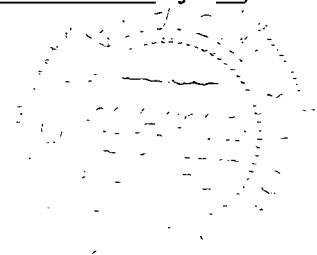


STATE OF INDIANA)
) SS:
COUNTY OF: LAKE)

Before me, a Notary Public in and for said County and State personally appeared Mayer David Ulan, Robert Clemons, Michael Conquest, Tim Grzyeh and Jim Crook who acknowledged the execution of the foregoing Road Transfer Agreement on this _____ day of _____, 2016.

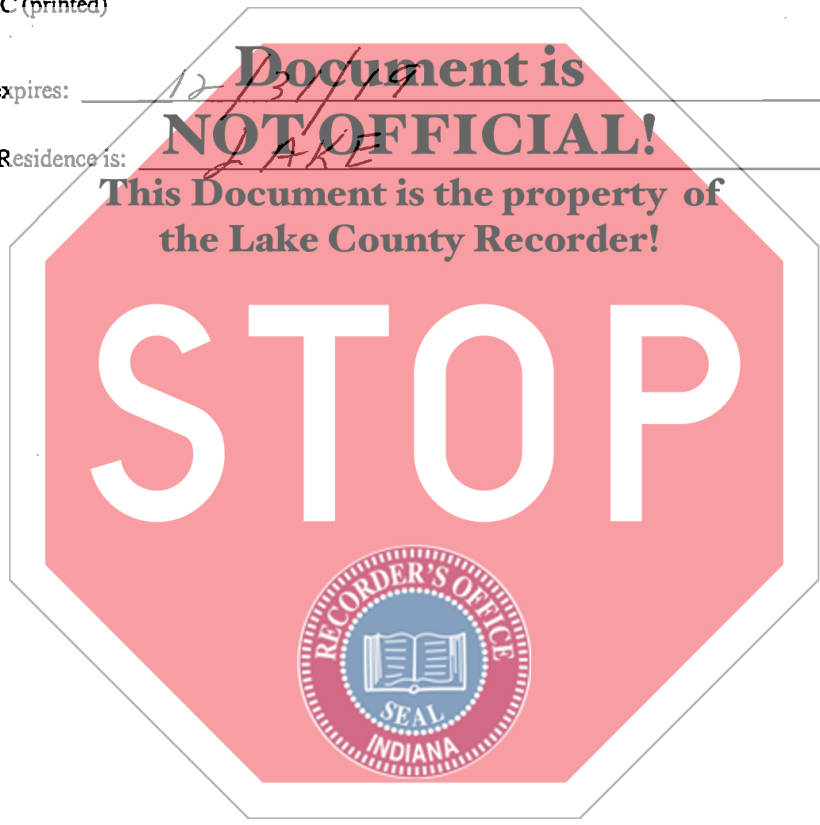
Kristic L. Drossel
NOTARY PUBLIC (signature)

Kristic L. Drossel
NOTARY PUBLIC (printed)



My Commission expires: 12/31/17

My COUNTY of Residence is: LAKE



STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Rick Powers

Rick Powers
LaPorte District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Dan Brassard
Dan Brassard
Chief Financial Officer and Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

Ryan Gallagher
Ryan Gallagher
Deputy Commissioner for Operations
Indiana Department of Transportation

(for Brandye Hendrickson, Commissioner)

Date: _____

STATE OF INDIANA)

) SS:

COUNTY of MARION)

Before me, a Notary Public in and for said County and State personally appeared Ryan Gallagher, Deputy Commissioner for Operations for the Indiana Department of Transportation, who acknowledged the execution of the foregoing Road Transfer Agreement on this 16th day of December, 2016.

Darlene B. White
NOTARY PUBLIC (signature)

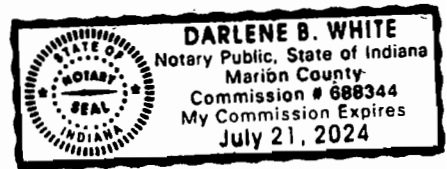
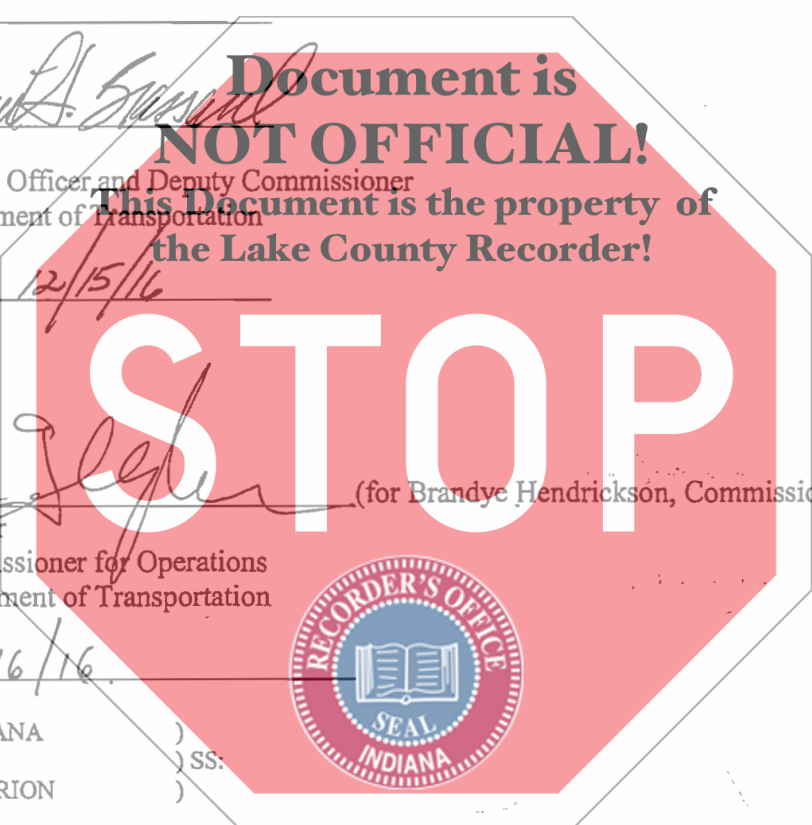
Darlene B. White
NOTARY PUBLIC (printed)

My Commission expires: _____

July 21, 2024

My CITY of Residence is: _____

Zionsville



STATE OF INDIANA APPROVALS

STATE OF INDIANA
State Budget Agency

Cara A. Sharp (for)
Brian E. Bailey, Director

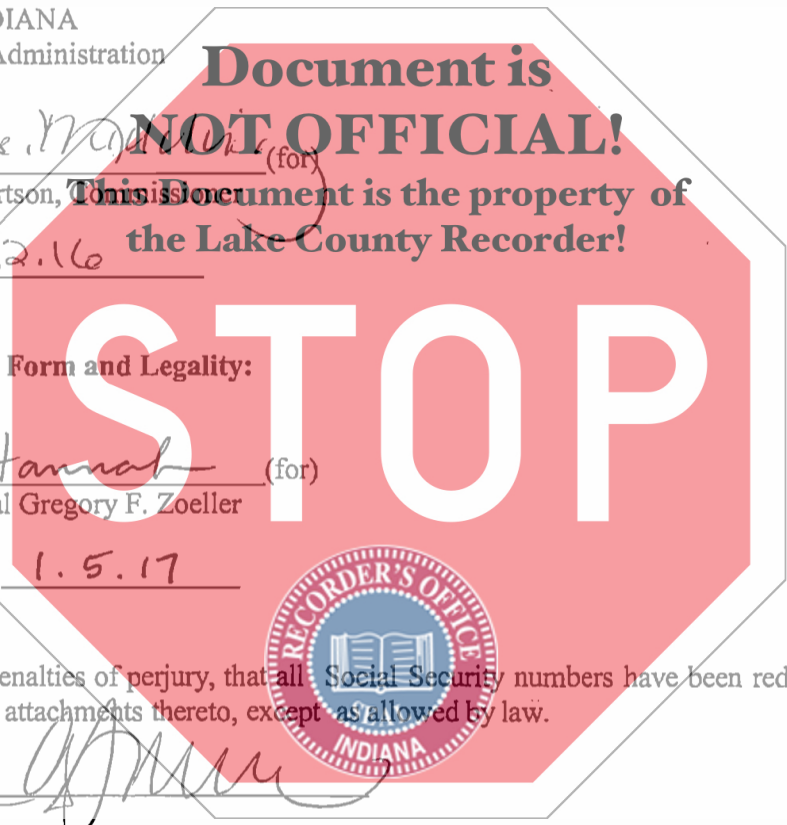
Date: 1/4/17

STATE OF INDIANA
Department of Administration

Jessica A. Robertson (for)
Jessica A. Robertson, ~~Director~~

Date: 12.22.16

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the Lake County Recorder!**



Approved as to Form and Legality:

Donald Hannah (for)
Attorney General Gregory F. Zoeller

Date Approved: 1.5.17

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

Laura A. Turner
Laura A. Turner

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

Laura A. Turner
Laura A. Turner, Attorney

Indiana Department of Transportation
100 N. Senate Ave., IGCN N730
Indianapolis, IN 46204

28350-41
Attorney No.



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STOP





DATE OF PREPAREDNESS: 7/25
 PROJECT NO.: 28
 SHEET NO.: 1 OF 3

EXHIBIT
 Sheet 1 of 3

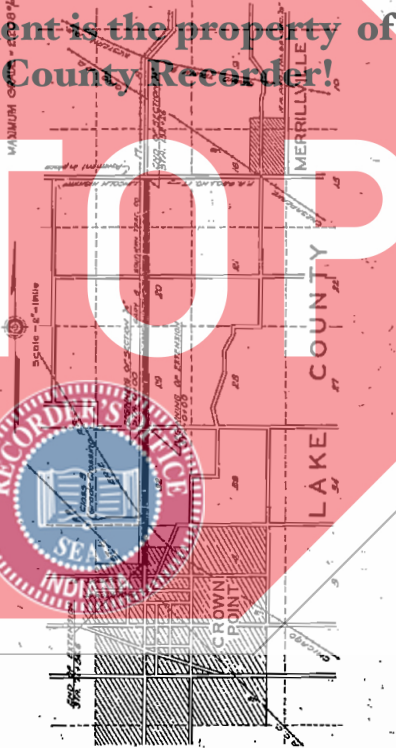
STATE OF INDIANA
 STATE HIGHWAY COMMISSION

PLAN AND PROFILE OF PROPOSED
 STATE HIGHWAY
 FEDERAL AID PROJECT NO. 93-SEC. A
 CROWN POINT-GARY ROAD

BEGINNING ON THE CROWN POINT-GARY ROAD AT THE END OF PAGE
 RIGHT IN PLACE, A POINT WHICH IS APPROXIMATELY TWO MILES NORTH
 OF THE INTERSECTION OF THE CROWN POINT-GARY ROAD WITH
 NORTH AND SOUTH ONE HALF SECTION ONE OF SECTION SIX, T. 34 N., R. 10 E.,
 IN LAKE COUNTY, AND EXTENDING IN A NORTHERLY DIRECTION TO THE
 LINCOLN TIERMAY IN SECTION 17, E. 34 N. 10 E., LAKE COUNTY.

LENGTH OF EXTENSION = 1.853 MILES TOTAL = 3.06 MILES

SCALE: HORIZ. - 1" = 100' VERT. - 1" = 10'



INDEX

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APPROVED: March 14, 1925
 Approved: March 19, 1925
 RECEIVED FOR APPROVAL
 RECOMMENDED FOR APPROVAL
 APPROVED BY: [Signature]

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INDIANA STATE HIGHWAY STANDARD SPECIFICATIONS,
 ON FILE WITH U.S. BUREAU OF PUBLIC ROADS, TO BE
 USED WITH THESE PLANS.

EXHIBIT
 B

