

AGENDA OF THE COMMON COUNCIL
City of Angola, Indiana
210 N. Public Square

Tuesday, January 17, 2023 – 7:00 p.m.

CALL TO ORDER BY MAYOR HICKMAN

1. Council Member roll call by Clerk-Treasurer Herbert.

Crum _____ Olson _____ Armstrong _____ Martin _____ McDermid _____

2. Remarks by Mayor Hickman
3. Request approval of the January 3 minutes. (attachment)
 - Minutes of the November 7 Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1722-2023. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12.25 PUBLIC PARKS. (Fees) (third reading) (attachment)
2. Ordinance No. 1723-2023. AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA. (second and third reading) (attachment)
3. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1724-2023. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – HOLIDAYS. (first reading) (attachment)
2. Request approval of the Agreement to Provide Services with HWC Engineering, Inc. for Sidewalk Assessment in the amount of \$31,000. (attachment)
3. Request approval of the Interlocal Agreement for Poka-Bache Connector Trail. (attachment)

4. Notice of filing of annexation petition with Council by 1 Synergy LLC. (attachment)
5. Request approval of the following Mayoral appointments to the Historic Preservation Commission:
 - Brian Boyer; term 1/1/2023-12/31/2024
 - June M. Julien; term 1/1/2023-12/31/2024
 - JoDeane D. Church; term 1/1/2023-12/31/2025
 - Christine M. Sutton; term 1/1/2023-12/31/2025
6. Request approval of the List of Outstanding Warrants Declared Cancelled as of December 31, 2022 outstanding and unpaid from 2020 for \$8,597.58. (attachment)
7. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending December 2022 is presented for Council information. (attachment)
8. Reports:
 - Clerk-Treasurer
 - Department heads
9. Request approval of the Allowance of Accounts Payable Vouchers 60822 through 61090 totaling \$1,647,178.72 which includes interfund transfers of \$105,855.65. (separate attachment)
10. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, February 6.

ADJOURNMENT

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.

January 3, 2023

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid answered roll. No council member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Park Superintendent Matt Hanna, Chief of Police Ken Whitmire, Fire Chief Doug Call, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Human Resources Director Sue Essman, and Engineering Assistant Nick Gerber.

Also, among those present were Colleen Everage, Leslie Schlottman, Jim Hale, and Oksana Kotkina of *The Herald Republican*.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the December 19, 2022 minutes. Council Member Armstrong seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1722-2022, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12.25 PUBLIC PARKS, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Armstrong seconded the motion. The motion carried 5-0.

NEW BUSINESS

Mayor Hickman opened the floor for 2023 Mayor Pro Tem nominations. Council Member Olson moved to nominate Council Member Martin. Council Member Armstrong seconded the motion. No other nominations were made. The motion carried 5-0.

The public hearing regarding the Assisted Living Partners Annexation was open by Mayor Hickman at 7:02 p.m. There being no public comment the hearing was closed at 7:03 p.m.

Resolution No. 2023-841, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA ADOPTING A WRITTEN FISCAL PLAN AND DEFINITE POLICY FOR THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for approval. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve carried 5-0.

Ordinance No. 1723-2023, AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, was read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

DEPARTMENT HEAD REPORTS

Planning and Economic Development Director Jennifer Barclay reported that she had been in contact with Ben Ledo regarding the City's interest in the Make My Move program. Council member Armstrong asked about inviting him back to a meeting to answer questions. Barclay said she would contact him. Also, Links is preparing for additional public input sessions for the rebranding project. If any council members have names that they would like included please pass them along.

Water Superintendent Tom Selman reported that Intera would be holding a public meeting regarding the water availability study at the Community Center on January 18th at 6:30 p.m. The project is growing as more communities are getting interested and involved.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Martin moved to approve the Allowance of Accounts Payable Vouchers 60661 through 60821 totaling \$562,396.14. Council Member McDermid seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:13 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

DECEMBER 5, 2022

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:45 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Chief of Police Ken Whitmire, Fire Chief Doug Call, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Street Commissioner Chad Ritter, Park Superintendent Matt Hanna, Human Resources Director Sue Essman, and Deputy Clerk Stephanie Dean.

Also, among those present were Jennifer Sharkey and Oksana Kotkina of *The Herald Republican*.

APPROVAL OF MINUTES

Member Olson moved to approve the November 7, 2022 Minutes. Member Martin seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member Martin moved to approve the appointment of Nicholas Ballentine as a Patrol Officer to the Angola Police Department with a start date of November 27, 2022. Member Olson seconded the motion. The motion carried 3-0.

Member Martin moved to approve the appointment of Jackson Ingle as a Patrol Officer to the Angola Police Department with a start date of January 1, 2022. Member Olson seconded the motion. The motion carried 3-0.

Member Olson moved to approve the appointment of Kody Forker as a Firefighter to the Angola Fire Department with a start date of December 25, 2022. Member Martin seconded the motion. The motion carried 3-0.

Member Olson moved to approve the Stormwater Management/ BMP Facilities Agreement with Best Deal Auto Sales for property located at 3095 N Wayne Street. Member Martin seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:47 p.m.


Richard M. Hickman, Chair

Attest:


Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1722-2023

AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,
TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES,
CHAPTER 12.25 PUBLIC PARKS

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that the Angola Municipal Code is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Section 12.25.060 Fees is amended to read:

(A) Except for government entities and not-for-profit organizations, fees for the use of park pavilions are established as follows:

<i>Park</i>	~~City~~ Resident	~~City~~ Resident	~~Nonresident~~	~~Nonresident~~	<i>Security Deposit</i>
Selman Timber Frame	~~\$200.00~~	\$300.00	~~\$250.00~~	\$360.00	
Commons Hall – Full day	~~\$300.00~~	\$300.00	~~\$350.00~~	\$360.00	~~\$200.00~~
Commons Hall – Four hours	~~\$150.00~~	\$150.00	~~\$200.00~~	\$180.00	
Firemen's Park	~~40.00~~	\$75.00	~~50.00~~	\$90.00	
Lions Pavilion	~~60.00~~	\$65.00	~~75.00~~	\$78.00	
Locust Pavilion	~~20.00~~	\$25.00	~~25.00~~	\$30.00	
Friendship Pavilion	~~36.00~~	\$40.00	~~45.00~~	\$48.00	

(B) For a government entity or a not-for-profit organization who has 501(c)(3) status, fees for the use of park pavilions are established as follows:

<i>Park</i>	<i>Government Entity or Not-for-Profit Organization</i>	
Selman Timber Frame	~~\$125.00~~	\$180.00
Commons Hall – Four hours	~~\$100.00~~	\$180.00
Firemen's Park	~~\$25.00~~	\$45.00
Lions Pavilion	~~\$38.00~~	\$39.00

(C) Additional Service Fees.

- (1) For unlocking of tables at the Selman Timber Frame, an additional service fee of ~~\$25.00~~ **\$50.00** applies.
- (2) For removal of tables at the Selman Timber Frame, an additional service fee of \$50.00 applies.
- (3) For the addition of tables at any pavilion:

Up to 10 tables	~~\$25.00~~	\$50.00
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ORDINANCE NO. 1722-2023

~~From 10 to 20 tables~~ \$50.00

(D) Said fees are due and payable before the city approves the park pavilion reservation.

(E) All fees shall be receipted to the park non-reverting capital fund.

Section 2. Effective date.

This ordinance shall be in full force and effect February 1, 2023 after passage and adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of January 2023 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of January 2023.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of January 2023.

Richard M. Hickman, Mayor

ORDINANCE NO. 1723-2023

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA.

Angola Assisted Living Partners, LLC

WHEREAS, on December 5, 2022, the City of Angola Common Council (the "Common Council") was presented with a certain Petition for Annexation into the City of Angola, Indiana (the "Petition"), executed by one hundred percent (100%) of the owners of certain parcels of real property contiguous to but outside the corporate boundaries of the City of Angola (the "City"), the legal description of which is attached hereto as Exhibit "A" and a map of said parcels being attached hereto as Exhibit "B" (the "Annexation Area"); and

WHEREAS, pursuant to the Petition, the property owners voluntarily petitioned for the annexation of the Annexation Area, together with adjacent right of way, into the City; and

WHEREAS, in accordance with the Petition, the City desires to annex the Annexation Area into the corporate boundaries of the City, said annexation being of benefit and use for the City; and

WHEREAS, Indiana Code §36-4-3-3.1 requires that the Common Council develop and adopt by resolution a written fiscal plan and establish a definite policy for the provision of services to the Annexation Area that meets the requirements set forth in IC §36-4-3-13; and

WHEREAS, the City has adopted a fiscal plan (the "Fiscal Plan") and established a definite policy for the provision of services to the Annexation Area; and

WHEREAS, a public hearing was held by the Common Council on January 3, 2023, which date was not later than thirty (30) days after the Petition was; and

WHEREAS, at least fourteen (14) days have expired since the date of the public hearing was conducted.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference and shall be deemed part of this Ordinance as though fully set forth below. The Common Council of the

City, hereby determines and finds: (i) that the Annexation Area, as described on Exhibit "A" attached hereto and incorporate herein is contiguous to the City and is not now embraced within the corporate limits of said City; (ii) that the Annexation Area is zoned Institutional (IS); and that (iii) that the Annexation Area is contiguous by more than one-eighth (1/8) of its aggregate external boundaries with the present boundaries of the City.

Section 2. The corporate limits of the City are hereby extended and increased so as to include and embrace within the corporate limits of the City the Annexation Area, and all roadways and right-of-ways of the roads that are a part thereof, or which lie adjacent to the Annexation Area, and such territory is hereby annexed and declared to be a part of the corporate boundaries of the City.

Section 3. The map or plat attached to this Ordinance as Exhibit "B" is an accurate map of the territory annexed, and the same is hereby adopted as the official map and plat of the territory hereby annexed, which map and plat show the legal boundaries thereof.

Section 4. That the Annexation Area hereby annexed and declared to be a part of the City shall be placed in Councilmanic District B for the purpose of local elections and the ordinance defining Councilmanic Districts of the City shall be amended accordingly. There is no change in the current zoning classification of the Annexation Area as a result of the annexation.

Section 5. This Ordinance, with a copy of the official map attached hereto, shall be recorded in the Office of the Auditor of Steuben County, Indiana; in the Office of the Clerk of the Steuben Circuit Court; in the office of the Board of registration, if one exists; in the in the Office of the Secretary of State; and in the Office of census data established by IC 2-5-1.1-12.2; all pursuant to the provisions of IC §36-4-3-22. Further, the Clerk-Treasurer of the City is hereby further authorized and directed to record this Ordinance in the Office of the Recorder of Steuben County, Indiana, and publish a copy of this Ordinance as required by IC §36-4-3-7.

Section 6. No part of this Ordinance shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 7. This Ordinance shall be effective thirty (30) days after its publication pursuant to IC §36-4-3-7(f), and upon the filing required by the provisions of IC §36-4-3-22.

[SIGNATURE PAGE FOLLOWS]

ORDINANCE NO. 1723-2023

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this 17th day of January, 2023.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this 17th day of January, 2023.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this 17th day of January, 2023.

Richard M. Hickman, Mayor

3BB5777

EXHIBIT "A"

ATTACH LEGAL DESCRIPTION OF ANNEXATION AREA
LEGAL DESCRIPTION OF

That portion of the West Half of Section 25, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County Indiana, described as follows:

Commencing at the intersection of the West line of said Section 25 with the centerline of U.S. Highway No. 20 (formerly the Angola and Maumee Road); thence North $88^{\circ}27'30''$ East (Basis of bearings Indiana State Plane Coordinate System, East Zone) along the centerline of U.S. Highway No. 20 a distance of 556.90 feet to a MAG nail at the True Point or Beginning of this description; thence continuing North $88^{\circ}27'30''$ East along said centerline a distance of 200.00 feet to a MAG nail; thence continuing along said centerline on a curve to the right having an arc length of 229.48 feet and a Radius of 2843.37 feet, said curve also having a chord which bears South $87^{\circ}22'28''$ East 229.42 feet to a MAG nail at the Southeast corner of land described in Deed Document #0603-0547; thence departing said centerline North $00^{\circ}54'40''$ West along the East line of said Deed Document #0603-0547 a distance of 443.25 feet to a #5 rebar stake found; thence departing said East line North $89^{\circ}46'18''$ West along the North line of said Deed Document #0603-0547 a distance of 431.28 feet to a #4 rebar found on the South line of Lot 27 in the recorded plat of Lanes Addition No. 1 as recorded in Plat Book 4, Page 68 of the records of the Steuben County, Indiana Recorder; thence departing said North line South $01^{\circ}12'00''$ East along the West line of said Deed Document #0603-0547 a distance of 439.88 feet back to the True Point Of Beginning of this description, containing 4.313 acres, more or less, subject to all legal highways, rights-of-way, and easements of record.

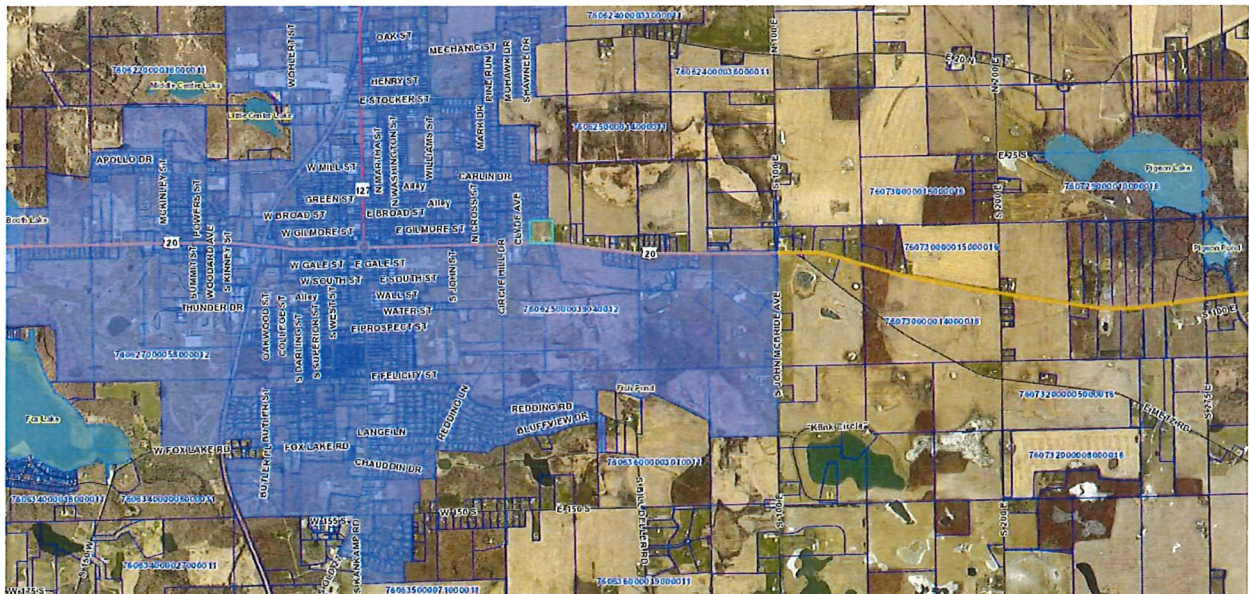
EXHIBIT "B"

DEPICTION OF ANNEXATION AREA

Aerial view of Annexation Area



In relation with the current boundaries of the City of Angola, Indiana (below)



ORDINANCE NO. 1724-2023

AN ORDINANCE AMENDING THE
CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE
BENEFITS – LEAVE PROGRAMS - HOLIDAYS

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that the Employee Handbook is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Employee Benefits – Leave Programs- Holidays is amended to read as follows:

Holidays

Full-time employees, *except employees in the police and fire departments*, are provided paid holidays in observance of the following:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The date of observance will be based on the following:

Holidays that fall on a Sunday will be observed on the following Monday or Tuesday for Christmas Eve.

Holidays that fall on a Saturday will be observed on the preceding Friday or Thursday for Christmas Day.

Except for Veterans Day and Christmas Eve, when a holiday falls on a Tuesday, the preceding Monday will also be considered a paid holiday.

Except for Veterans Day and Christmas Day, when a holiday falls on a Thursday, the following Friday will also be considered a paid holiday.

To be eligible for holiday pay, an employee must work or be on an approved paid leave the scheduled day before and the next scheduled day after the holiday. If a holiday occurs while an employee is on approved paid leave, the employee will be paid for the holiday and such day will not be charged against the employee's accrued paid leave.

In addition, if the City finds it necessary to require work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day by a **full-time**, non-exempt employee (except for employees in the police and fire departments) the employee will be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay (or compensatory time for Parks Department) for all hours worked.

Holiday Schedules can be found in the Human Resources folder on the Common Drive.

ORDINANCE NO. 1724-2023

Holiday leave is not considered work time and does not apply toward the calculation of overtime.

This ordinance shall become effective following passage and adoption by the Common Council and approval by the Mayor.

DULY PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of February 2023 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of February 2023.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of February 2023.

Richard M. Hickman, Mayor

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** ("Agreement") is recognized as being established the _____ day of _____, 2023 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "HWC") and City of Angola, Indiana (hereinafter referred to as "CLIENT"), concerning the following:

The Project name, location and address:

Sidewalk Assessment
Angola, Indiana

The CLIENT's name and address:

City of Angola
210 N. Public Square
Angola, IN 46703

The Project's designated CLIENT representative and his/her contact information (including title, address, phone number, fax number and email address):

Ms. Amanda R. Cope, P.E., City Engineer
City of Angola, IN
210 N. Public Square
Angola, IN 46703
Phone 260-665-6748
acope@angolain.org

The Project's designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Cory J. Whitesell, P.E.
Director of Landscape Architecture and Planning
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
317-753-2200 (cell)
cwhitesell@hwcengineering.com

The applicable HWC Project number: 2023-015-S

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

Sidewalk Assessment

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the **CLIENT**, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC Shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by HWC as instruments of service shall remain the property of HWC. The **CLIENT** shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by **CLIENT**.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

HWC agrees that the **CLIENT** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the **CLIENT** if the **CLIENT** does not utilize same. Such Documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at **CLIENT**'s sole risk and without liability or legal exposure to HWC. **CLIENT** shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that HWC is entitled to enforce the prohibition against misuse of the Documents by **CLIENT** by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle HWC to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by HWC or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to **CLIENT**'s responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering

City of Angola, Indiana
Sidewalk Assessment

practices. Failure by the CLIENT to report any defect or suspected defect to HWC within one (1) year from the completion of HWC's services for the Project shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of HWC, nor the presence of HWC or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "CONTRACTOR") with the CLIENT to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HWC and its personnel have no authority to exercise any control over the CONTRACTOR or its employees in connection with their work or any health and safety programs or procedures. The CLIENT agrees that the CONTRACTOR shall be solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the CONTRACTOR. The CLIENT also agrees that the CLIENT, HWC and HWC's sub-consultants shall be indemnified by the CONTRACTOR and shall be made additional insureds under the CONTRACTOR's policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in HWC having to certify, guarantee or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the CLIENT or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by CLIENT. HWC shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by HWC) in the designs, drawings, specifications and other services furnished by the CLIENT, or other consultants retained by the CLIENT. Additionally, HWC shall not be responsible for the use of the Documents by CLIENT, or consultants retained by the CLIENT, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional within the industry. However, since HWC has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by CLIENT), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the CONTRACTOR's methods of determining prices or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by HWC.

5. Status of Claims

HWC shall be responsible for keeping the CLIENT currently advised as to the status of any known claims made for damages against HWC resulting from services performed under this

Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by **HWC**. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC's** services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of

City of Angola, Indiana
Sidewalk Assessment

them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

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

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the

claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.

19. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement

20. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the CLIENT and HWC have signed this Agreement in duplicate. One counterpart each has been delivered to the CLIENT and HWC.

This Agreement will be effective on _____.

“CLIENT”

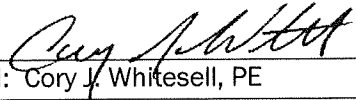
“HWC”

City of Angola, Indiana

HWC Engineering

By: _____
Printed: _____

Title: _____
Date: _____

By:  _____
Printed: Cory J. Whitesell, PE
Title: Director- Landscape Architecture & Planning
Date: January 7, 2023

APPENDIX "A"

SERVICES BY HWC

SUMMARY

In general, the scope of services for this Project is to prepare a sidewalk and trails condition assessment for public walkways in the City of Angola (**CLIENT**).

The **CLIENT** currently maintains a GIS inventory of sidewalks and trails in the city's corporate limits. A GIS inventory of curb ramps is also available. Curb ramps have previously been reviewed and evaluated for ADA compliance.

This evaluation will build off the existing sidewalk inventory and provide a condition assessment for the 55 miles of existing walkways in the city. The scope will also include updating the evaluation for curb ramps with additional information. A detailed scope of services is outlined below.

PHASE 1: CONDITION ASSESSMENT

Kickoff

HWC will facilitate a kickoff meeting via zoom with City staff. This will include a review of schedule, notifications, and related information for the assessment.

GIS Base Maps

HWC will prepare GIS base maps of the existing sidewalk inventory utilizing shape files provided by the City.

Field Inventory - Sidewalks

For each one-block-long segment of sidewalk, HWC will collect the following information:

- Visual Condition Assessment: This will be based on a modified PASER rating system.
- Material: We will inventory walk materials as asphalt, concrete, paver, etc.
- Width: We will field measure approximate width.
- Trail: We will identify if this is a standard sidewalk or part of a trail.
- Gaps between sidewalk segments: We will identify gaps between contiguous segments of walk.
- Hazards/Defects/Obstacles: We will inventory major sidewalk defects and obstacles such as drainage/standing water concerns, spot condition issues, major heaving, as well as obstacles that impede ADA access (such as hydrants, utility poles, light poles or mailboxes). A photo of each hazard/defect will also be collected.
- ADA Slope Assessment: We will complete a visual inspection of cross slope, longitudinal slope. If slopes appear to be in compliance, no further evaluation will be done. If slopes do not appear to be in compliance, we will measure and record slopes.

Unless sidewalk conditions and materials vary greatly within a block, one rating will be assigned to each side of the street for every block. This means that most blocks will have two ratings. When conditions change within a block, the point where the change occurs will be identified and a separate rating will be assigned for each segment in that block.

HWC will also record any differences between the city's current inventory and actual field conditions.

City of Angola, Indiana
Sidewalk Assessment
Appendix "A"

Field Inventory – Curb Ramps

HWC will update the existing curb ramp inventory. **HWC** will indicate the presence/absence of a curb ramp. For existing curb ramps, **HWC** will complete a visual inspection of each curb ramp. If the ramp appears to be in compliance, it will be recorded as compliant. If it does not appear to be compliant, **HWC** will record the following information:

- Cross Slope
- Longitudinal Slope
- Flare Slope
- Detectable Warning (presence/absence)
- Barriers
- Defects

A photo of each curb ramp location will also be collected.

Reporting

HWC will prepare a written report to summarize the findings. The inventory will also be provided in the form of GIS shape files.

The report will include:

1. *Executive Summary:* A one-to-three-page summary of the study conclusions.
2. *Methodology:* This will be a brief summary of how the assessment was completed and rating system used.
3. *Assessment:* **HWC** will prepare a series of maps and charts to summarize the findings.

Maps will include:

- a. Inventory Map
- b. Condition Rating Map
- c. Barriers and Defects Map
- d. Curb Ramp Compliance Map

HWC will also prepare a series of charts to summarize the inventory data collected including charts a summary of sidewalk type, width, materials, defect type, condition rating and curb ramp condition rating.

HWC will facilitate one meeting with the **CLIENT** to review the draft report. A final report will then be prepared and submitted. Final deliverables will include .pdf copies of the report and shape files for GIS data.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the **HWC**/the Engineer".
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Complete Field Assessment	8 Weeks from Notice to Proceed
Final Report	12 Weeks from Notice to Proceed

APPENDIX "D"

COMPENSATION

HWC shall receive payment from CLIENT for the work performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Phase 1: Sidewalk Condition Assessment	\$31,000	Lump Sum

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within "Appendix "A" Services by HWC" related section of this agreement, are requested in writing by the CLIENT, HWC shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the CLIENT and HWC prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering
2023 Hourly Billing Rates

POSITION	HOURLY RATE
Principal	\$ 225
Sr Project Manager	\$ 210
Project Manager	\$ 175
Clerical Support	\$ 80
Construction Inspector I	\$ 120
Construction Inspector II	\$ 105
Inspection Manager	\$ 140
Intern	\$ 60
Landscape Architect I	\$ 135
Landscape Architect II	\$ 110
Planner I	\$ 135
Planner II	\$ 110
Project Coordinator	\$ 100
Senior Project Engineer	\$ 175
Project Engineer I	\$ 145
Project Engineer II	\$ 120
Project Surveyor	\$ 130
Sr Designer/Technician	\$ 130
Designer/Technician	\$ 110
Survey Crew Lead I	\$ 120
Survey Crew Lead II	\$ 100
Survey Crew Member I	\$ 85
Survey Crew Member II	\$ 70

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost of photographs, postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.

Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees

INTERLOCAL AGREEMENT FOR POKA-BACHE CONNECTOR TRAIL

THIS INTERLOCAL AGREEMENT FOR POKA-BACHE CONNECTOR TRAIL ("Interlocal Agreement"), is made and entered into this day of _____, 2023, (the "Effective Date"), by and between the City of Angola, Indiana ("Angola"), the City of Auburn, Indiana ("Auburn"), the City of Bluffton, Indiana ("Bluffton"), the City of Fort Wayne, Indiana ("Fort Wayne"), the Town of Huntertown, Indiana ("Huntertown"), the Town of Ossian, Indiana ("Ossian"), the Town of Waterloo, Indiana ("Waterloo"), the Board of Commissioners of the County of Allen, Indiana ("Allen County"), the Board of Commissioners of the County of DeKalb, Indiana ("DeKalb County"), the Board of Commissioners of the County of Steuben, Indiana ("Steuben County"), and the Board of Commissioners of the County of Wells, Indiana ("Wells County") (hereinafter referred to individually as "Party" or collectively as "Parties").

RECITALS:

WHEREAS, Indiana Code 36-1-7-1 et seq. applies to all political subdivisions within the State of Indiana and Angola, Auburn, Bluffton, Fort Wayne, Huntertown, Ossian, Waterloo, Allen County, DeKalb County, Steuben County and Wells County each constitute political subdivisions within the meaning of Indiana Code 36-1-7-1;

WHEREAS, Indiana Code 36-1-7-2 provides that a power that may be exercised by a political subdivision and one (1) or more other political subdivisions may be exercised jointly by the political subdivisions, pursuant to an agreement under Indiana Code 36-1-7-3 that is approved by resolution by each political subdivision under Indiana Code 36-1-7-2(a);

WHEREAS, the Parties are each engaged in the design, development and construction of a regional trail which, when complete, shall be known as the Poka-Bache Connector Trail as shown on Exhibit A of this Interlocal Agreement ("Regional Trail Project") and shall constitute the Priority Visionary Trail for Northeast Indiana pursuant to the Indiana Department of Natural Resources published and adopted "Indiana Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2021-2025, Chapter 6, Indiana Trails Plan ("Indiana State Plan") and the "2021 Northeast Indiana United Trails Plan";

WHEREAS, the Parties acknowledge that portions of the Regional Trail Project have been completed but that a significant portion of the Regional Trail Project remains incomplete;

WHEREAS, understanding that certain portions of the Regional Trail Project have been previously constructed and given local trail names, each jurisdiction shall be able to assign secondary local names for any segment within a Party's jurisdiction following guidelines established and agreed upon in Article II of this Interlocal Agreement;

WHEREAS, the Parties agree that pursuit of the design, development, construction and completion of the Regional Trail Project as a part of the Indiana State Plan will be enhanced and accelerated if some of the efforts necessary to complete the design, development and construction of the Regional Trail Project are coordinated by a task force composed of representatives of each party and funded jointly by each party;

WHEREAS, the Parties have each considered entering into this Agreement for the purpose of establishing the Poka-Bache Connector Task Force (the "Task Force") to facilitate the design, development, construction and completion of the Regional Trail Project; and

WHEREAS, the Parties agree to establish an equitable method or methods for funding the Task Force; and

WHEREAS, the Parties have each considered the terms of this Interlocal Agreement and, by resolution, have made appropriate findings and approved and adopted the form of this Interlocal Agreement and have authorized the appropriate officials to execute this Interlocal Agreement.

NOW, THEREFORE, in consideration of the forgoing and of the promises and commitments herein contained, the Parties hereby agree as follows:

I. Regional Trail Project.

- A. Benefits. The Parties each acknowledge the benefits to the citizens of Northeast Indiana of the design, development and construction of the Regional Trail Project as the Northeast Indiana State Visionary Trail in terms of improved health and wellness, economic development, access to the natural environment and tourism throughout Northeast Indiana.
- B. Cooperation. The Parties each acknowledge that the benefits to the citizens of Northeast Indiana of the design, development, construction and completion of the Regional Trail Project can best be achieved through collaborative, cooperative and coordinated action by the Parties.
- C. Organization. The Parties each acknowledge that the collaboration, cooperation and coordination desired to achieve the design, development, construction and completion of the Regional Trail Project will be best accomplished through the organization of a task force representative of the Parties. The Task Force shall operate as a joint board to administer the Regional Trail Project as provided in Indiana Code 36-1-7-3(a)(5).
- D. Vision. The Parties declare their vision for the work of the Task Force as the completion of the Regional Trail Project from Ouabache State Park in Wells County to Pokagon State Park in Steuben County which will improve Northeast Indiana resident's health and wellness, spur economic development, improve access to the natural environment and attract tourism.
- E. Mission. The mission of the Task Force shall be to support the completion of the Regional Trail Project by fostering equitable collaboration, coordination and cooperation between the public and private sectors in Northeast Indiana.

II. Regional Trail Project Task Force.

- A. Establishment. The Parties hereby establish the Task Force, which shall serve to administer the terms of this Agreement. The Task Force shall consist of Eleven (11) voting members. Each Party shall appoint, by official action, one (1) member.
- B. Powers. The Task Force shall have the powers to pursue coordinated planning, development, fundraising and marketing for the implementation of the Regional Trail Project. The Parties anticipate that the actual right of way acquisition, planning, design, and construction shall be completed by the Party to this Interlocal Agreement in which the Regional Trail Project is located with the technical and financial assistance of the Task Force. The Task Force shall adopt the vision set forth above and shall be tasked with the mission set forth above. The Task Force shall have all the powers necessary to pursue the vision and mission of the Task Force which shall include but not be limited to the following:
- (i) The solicitation of state and federal grants and aid toward the design, development, construction, completion, marketing and maintenance of the Regional Trail Project.
 - (ii) The solicitation of private foundation grants and aid toward the design, development, construction, completion, marketing and maintenance of the Regional Trail Project.
 - (iii) The solicitation of private donations from businesses and individuals toward the design, development, construction, completion, marketing and maintenance of the Regional Trail Project.
 - (iv) The promotion and marketing of the Regional Trail Project including but not limited to the creation of branded marketing materials to promote fundraising and pursuing grants for the design, development, construction, completion and maintenance of the Regional Trail Project.
 - (v) The preparation and distribution of information regarding the benefits to the citizens of Northeast Indiana of the Regional Trail Project.
 - (vi) The establishment of minimum uniform standards for the design, development, construction, operation and maintenance of the Regional Trail Project, and the establishment of minimum uniform standards for the design and construction of trail wayfinding signage as recommended by the Northeastern Indiana Regional Coordinating Council (NIRCC) "Brand and Wayfinding Signage Guidelines," June 15, 2017.
 - (vii) The hiring of an executive director and staff to the extent deemed necessary by the Task Force for the pursuit of the vision and mission of the Task Force.

(viii) The acquisition, holding and disposition of real and personal property in the name of the Task Force.

- C. Conduct of Business. A majority of the members of the Task Force shall constitute a quorum for the transaction of business. Each member of the Task Force shall have one (1) vote. The Task Force shall organize annually by electing, from its members, a President, Vice-President and a Secretary. Regular sessions of the Task Force shall be held as determined by and at the times and resolution of the Task Force at its first organizational meeting. Special meetings may be called by either the President of the Task Force or by any of the Parties to this Interlocal Agreement. Except as otherwise provided herein or by resolution of the Task Force, action taken by the Task Force requires an affirmative vote of the majority of the Task Force. The Parties shall appoint the members of the Task Force and call a first organizational meeting of the Task Force when this Interlocal Agreement has been adopted and signed by each of the Parties. At the first organizational meeting, the Task Force shall adopt bylaws, elect officers, discuss options to establish an initial budget and set a meeting schedule.
- D. Financing and Accounting. The expenses incurred by the Task Force in carrying out its purposes and powers described herein shall be funded pursuant to Section III below.

III. Funding.

- A. Contributions. The activities of the Task Force shall be funded annually as set forth by the Task Force once established pursuant to this Agreement. The first year of funding shall be for 2024, pursuant to a budget established by the Task Force once established pursuant to this Agreement. The Task Force shall thereafter establish an annual budget for the following year on or before May 31st of the prior year.
- B. Fiscal Agent. The Task Force shall agree upon, appoint and delegate to the treasurer or disbursing agent of one of the Parties to this Agreement the responsibility to serve as the fiscal agent of the Task Force ("Fiscal Agent") as provided in IC 36-1-7-4 (a)(3). Once the Task Force has appointed a treasurer or fiscal disbursing agent of one of the Parties to this Agreement, then such treasurer or disbursing agent shall accept the duties of Fiscal Agent in a certification addressed to each Party to this Agreement. The Fiscal Agent shall be appointed as the Treasurer of the Task Force at the initial meeting of the Task Force and shall be responsible for receiving, disbursing and accounting for the monies received by the Task force. The Fiscal Agent shall prepare a report regarding the finances of the Task Force for delivery to the Task Force at each Task Force meeting. The Fiscal Agent shall prepare an annual report regarding the finances of the Task Force and deliver a copy of the financial report to each Party on or before March 15th of the following year.

IV. General.

- A. Duration. This Agreement shall remain in effect from and after the Effective Date for a period of five (5) years ("Expiration Date") unless extended by mutual agreement of the Parties. Upon the Expiration Date, the Task Force shall cease operations except for those activities as are necessary to wind up the affairs of the Task Force. The Fiscal Agent shall provide a final report regarding the financial operations of the Task Force within one hundred twenty (120) days of the Expiration Date.
- B. Withdrawal. A Party may withdraw from this Interlocal Agreement at the end of any calendar year by providing notice of the Party's withdrawal to each of the other Parties on or before November 15 of that calendar year. Upon withdrawal the withdrawing Party shall no longer be entitled to appoint a member of the Task Force and shall no longer be obligated to make a financial contribution commencing on January 1 of the following calendar year. The withdrawing Party shall remain obligated and shall not be entitled to a refunding of the current year financial contribution to the Task Force pursuant to this Interlocal Agreement. A withdrawal of a Party shall not affect the Interlocal Agreement and the Interlocal Agreement shall continue with the remaining Parties.
- C. Termination. In the event that this Agreement shall expire or shall terminate for any other reason, the Fiscal Agent shall liquidate all assets of the Task Force. The Fiscal Agent shall then use the funds of the Task Force to pay any and all existing debts of the Task Force and any remaining balance shall be returned to each Party in proportion to each Party's contribution as determined pursuant to Article III(A) above.
- D. Amendments. Any amendments to this Agreement become effective as specified in a written amendment signed by all Parties to this Agreement.
- E. Approvals. This Agreement has been approved by the executive and fiscal bodies of each Party by resolution duly adopted.
- F. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

[Remainder intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ANGOLA, INDIANA

By: _____

Printed: _____

Its: _____

ATTEST:

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of the City of Angola, Indiana, who, for and on behalf of said City, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

_____, Notary Public

Resident of _____ County, IN

EXHIBIT A

POKA-BACHE CONNECTOR TRAIL DESCRIPTION

The Poka-Bache Connector trail is a multi-use, non-motorized trail that will connect Pokagon State Park in Angola, Steuben County, to Ouabache (pronounced "Wabash") State Park in Bluffton, Wells County. The 81-mile trail will bring Steuben, DeKalb, Allen, and Wells counties together. Within these counties, the trail connects 7 municipalities: Angola, Waterloo, Auburn, Huntertown, Fort Wayne, Ossian, and Bluffton. This trail is the backbone of the United Trails network in Northeast Indiana. It is a tourist destination and will support cultural and economic growth for all four counties. The trail will connect over 121,000 people, 140 recreational areas, 10 libraries, and 50 schools within 1 mile of the trail.

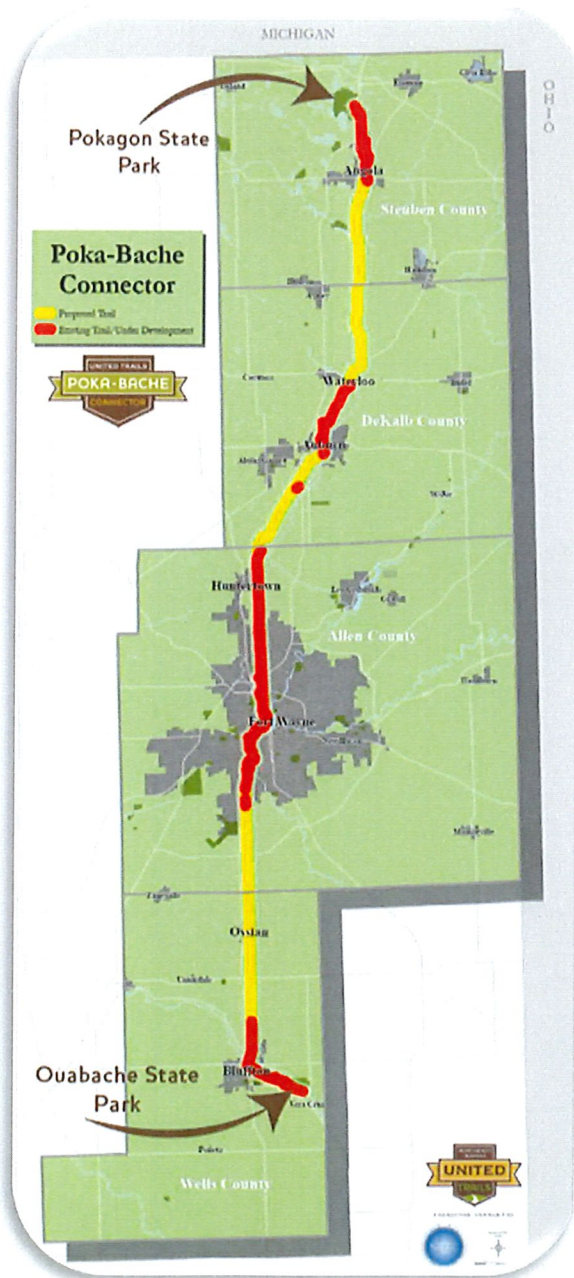


Figure 2: Poka-Bache Connector Trail

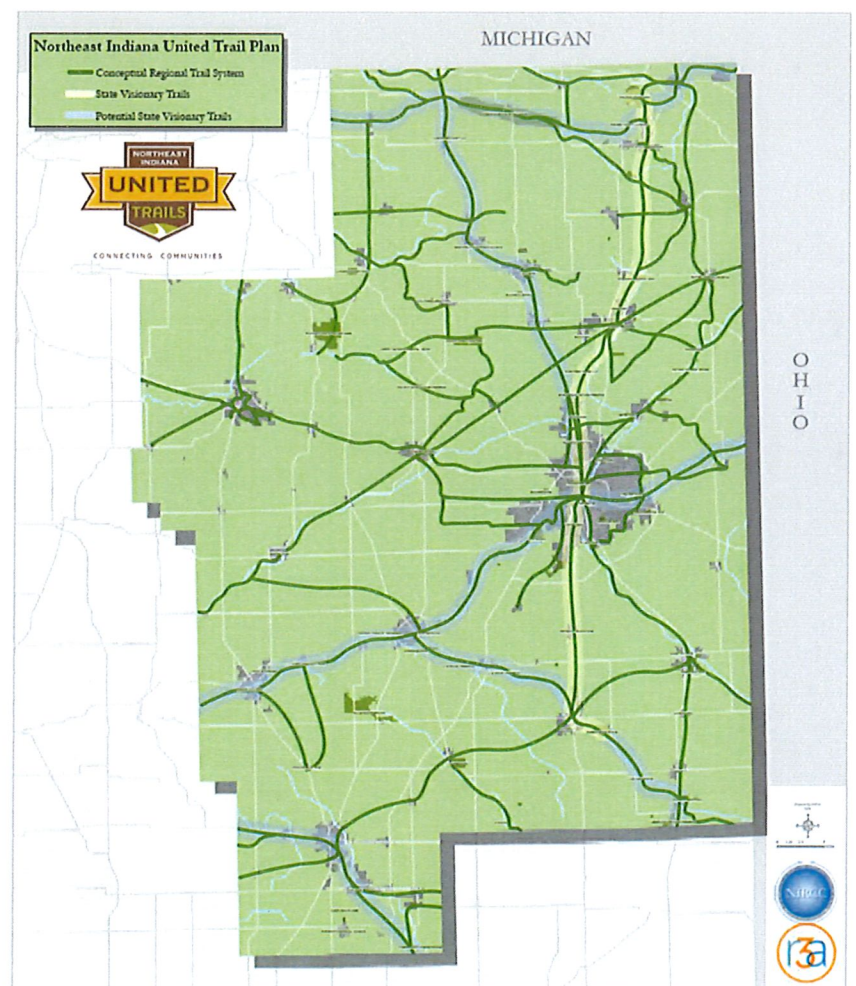


Figure 1: Northeast Indiana United Trail Network

**PETITION FOR ANNEXATION
INTO THE CITY OF ANGOLA, INDIANA**

The undersigned property owner (the "Petitioner"), respectfully petitions the Common Council of the City of Angola, Indiana, for the voluntary annexation of land to the City of Angola, Indiana. The land, fully described below, is located in Pleasant Township, Steuben County, Indiana. In support of this Petition, the Petitioner alleges and states as follows:

1. Petitioner constitutes one hundred percent (100%) of the owners of the parcels of land in Pleasant Township, Steuben County, Indiana, more particularly described in Exhibit "A" and depicted in Exhibit "B" (hereinafter the "Annexation Area").

2. The name and address of the owner, and tax parcel number, of the Annexation Area are:

1synergy LLC
5258 Coventry Ln
Fort Wayne, IN 46804

76-06-25-000-028.010-011

3. The Annexation Area is approximately 2.17 acres and more than one-eighth (1/8) of the aggregate external boundaries of the Annexation Area coincides with and is contiguous with the current boundaries of the City of Angola, Indiana.

4. The undersigned (a) represents and warrants that they are duly authorized to sign this Petition for and on behalf of any entity (if applicable) which is an owner and this Petition has been approved by such owner, and (b) consents to and voluntarily petitions for the annexation of the Annexation Area together with adjacent right-of-way, into the City of Angola, Indiana.

5. Petitioner desires to have the Common Council of the City of Angola to introduce and hold a public hearing on an ordinance annexing the Annexation Area into the corporate boundaries of the City of Angola, Indiana, not later than thirty (30) days after this Petition is filed.

6. This Petition may be executed in counterparts. Each owner affirms, under the penalties of perjury, that the foregoing representations are true and correct to the best of their knowledge and belief.

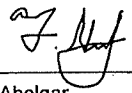
[SIGNATURE PAGE FOLLOWS]

**PETITION FOR ANNEXATION
INTO THE CITY OF ANGOLA, INDIANA**

PETITIONER

1SYNERGY LLC

Dated: December 27th, 2022

By: 
Firas Abolgar, Managing Member
Printed Name and Title

39U9261

EXHIBIT "A"

ATTACH LEGAL DESCRIPTION OF ANNEXATION AREA
LEGAL DESCRIPTION OF

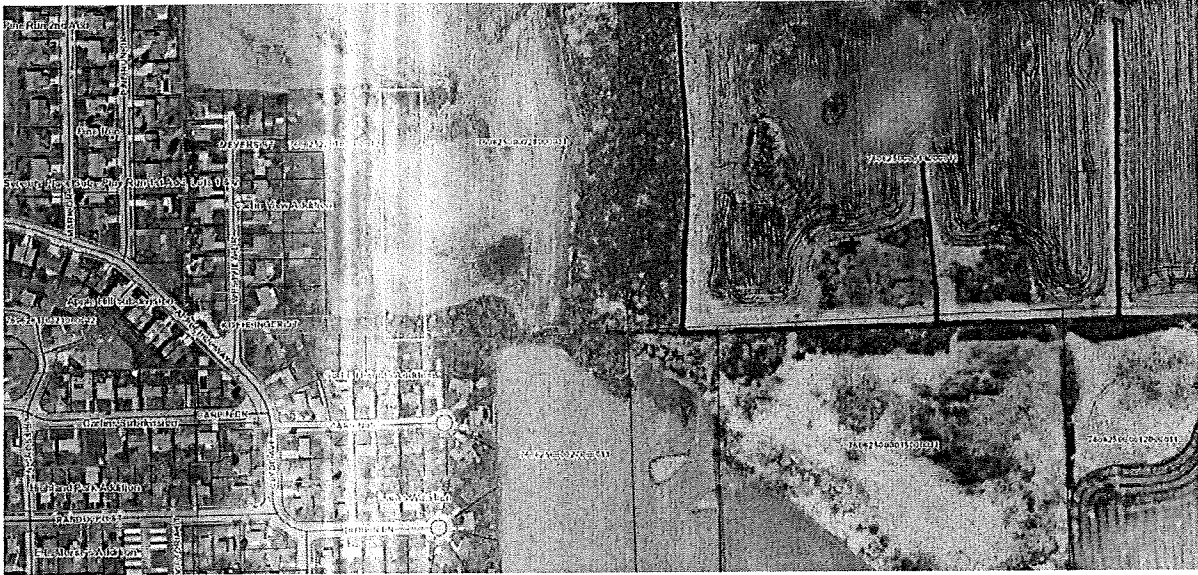
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, BEING A 125 FOOT WIDE PARCEL OF LAND IMMEDIATELY EAST OF AND ADJACENT TO THE ORIGINAL PLAT OF CARLIN VIEW ADDITION TO CARLINS SUBDIVISION AS RECORDED IN PLAT BOOK 3 PAGE 7A IN THE OFFICE OF THE RECORDER OF STEUBEN COUNTY, INDIANA, IN PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 28 IN THE ORIGINAL PLAT OF SAID CARLIN VIEW ADDITION TO CARLINS SUBDIVISION; THENCE NORTH 88 DEGREES 57 MINUTES 39 SECONDS EAST (BEARING BASED UPON INDIANA STATE PLANE COORDINATES, EAST ZONE, GRID) A DISTANCE OF 125.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID PLAT, A DISTANCE OF 758.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS ESTABLISHED; THENCE SOUTH 89 DEGREES 16 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS ESTABLISHED, A DISTANCE OF 125.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID PLAT; THENCE NORTH 0 DEGREES 51 MINUTES 38 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND THE EAST THE LINE OF SAID PLAT, A DISTANCE OF 757.30 FEET TO THE POINT OF BEGINNING, CONTAINING 2.17 ACRES, MORE OR LESS.

EXHIBIT "B"

DEPICTION OF ANNEXATION AREA

Aerial view of Annexation Area



In relation with the current boundaries of the City of Angola, Indiana (below)



City of Angola
LIST OF OUTSTANDING WARRANTS DECLARED CANCELLED
(Outstanding and unpaid for a period of two years as of 12/31/2022)

<u>Date</u>	<u>Check No.</u>	<u>Bank</u>	<u>Name</u>	<u>Fund</u>			<u>Total Amount</u>
				<u>General</u>	<u>Water</u>	<u>Wastewater</u>	
1/7/2020	80534	3	Joshua A Flaughner	48.69	-	109.16	\$ 157.85
1/7/2020	80557	3	Northern Indiana Mayor's Roundtable	34.00	33.00	33.00	\$ 100.00
2/18/2020	80846	3	Milo D Sattison	7.20	-	11.42	\$ 18.62
3/17/2020	80987	3	Chris Post	0.17	0.17	0.28	\$ 0.62
3/17/2020	80988	3	Christopher Alan Cline	-	-	17.72	\$ 17.72
3/17/2020	81055	3	Stephanie Marie Hamiltion	-	-	19.45	\$ 19.45
4/13/2020	81135	3	Diego Molina Tapa	-	-	26.42	\$ 26.42
5/18/2020	81429	3	Melinda Kae Peterson	-	-	23.41	\$ 23.41
7/7/2020	81761	3	Zachary Lee Robin Saylor	17.72	-	28.14	\$ 45.86
8/18/2020	82018	3	Justin Superczynski	3.51	-	12.25	\$ 15.76
9/9/2020	82157	3	Smith & Loveless Inc	-	-	264.72	\$ 264.72
10/20/2020	82392	3	Code Publishing Company	67.35	-	-	\$ 67.35
11/17/2020	82583	3	Brateman's Inc	2,721.43	-	-	\$ 2,721.43
11/17/2020	82620	3	Jacob Matthew Bolen	-	48.37	-	\$ 48.37
11/17/2020	82661	3	Tina M Rhodes	-	70.00	-	\$ 70.00
12/22/2020	82870	3	Rhonda L Hanson	5,000.00	-	-	\$ 5,000.00
Totals by Fund and Amount				\$ 7,900.07	\$ 151.54	\$ 545.97	\$ 8,597.58

Approved by Common Council January 17, 2023.

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING DECEMBER 2022

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 8,032,815.21	\$ 1,266,178.23	\$ 9,298,993.44	\$ 4,060,834.88	\$ 441,042.14	\$ 4,501,877.02	\$ 4,797,116.42
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ 189,304.00	\$ -	\$ 189,304.00	\$ 189,304.00	\$ -	\$ 189,304.00	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 1,978,908.02	\$ -	\$ 1,978,908.02	\$ 166,372.35	\$ 12,499.33	\$ 178,871.68	\$ 1,800,036.34
Motor Vehicle Highway	\$ 2,526,239.15	\$ 628,579.25	\$ 3,154,818.40	\$ 1,421,956.98	\$ 116,324.98	\$ 1,538,281.96	\$ 1,616,536.44
Local Road & Street	\$ 227,961.64	\$ 7,360.48	\$ 235,322.12	\$ 35,807.20	\$ -	\$ 35,807.20	\$ 199,514.92
Motor Vehicle Highway Restricted	\$ 281,585.32	\$ 15,352.38	\$ 296,937.70	\$ 137,218.15	\$ -	\$ 137,218.15	\$ 159,719.55
Parks & Recreation Operating	\$ 1,142,972.01	\$ 396,034.09	\$ 1,539,006.10	\$ 789,579.94	\$ 69,569.59	\$ 859,149.53	\$ 679,856.57
LIT Economic Development	\$ 2,468,958.72	\$ 50,599.37	\$ 2,519,558.09	\$ 480,721.53	\$ 14,857.50	\$ 495,579.03	\$ 2,023,979.06
Donation	\$ 207,858.02	\$ 9,393.03	\$ 217,251.05	\$ 54,004.23	\$ 6,320.24	\$ 60,324.47	\$ 156,926.58
Federal Grants Operating	\$ 114,787.14	\$ -	\$ 114,787.14	\$ 114,787.14	\$ -	\$ 114,787.14	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 36,384.06	\$ 5,095.00	\$ 41,479.06	\$ 3,950.98	\$ 360.00	\$ 4,310.98	\$ 37,168.08
Riverboat	\$ 148,612.78	\$ -	\$ 148,612.78	\$ 36,859.00	\$ -	\$ 36,859.00	\$ 111,753.78
Local Road & Bridge Matching Grant	\$ 758,419.46	\$ -	\$ 758,419.46	\$ 697,146.78	\$ -	\$ 697,146.78	\$ 61,272.68
Rainy Day	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Hazardous Materials Response	\$ 11,246.84	\$ -	\$ 11,246.84	\$ 289.80	\$ -	\$ 289.80	\$ 10,957.04
LIT Public Safety	\$ 2,210,448.33	\$ 60,165.25	\$ 2,270,613.58	\$ 551,952.11	\$ 71,057.00	\$ 623,009.11	\$ 1,647,604.47
Opioid Settlement Unrestricted	\$ -	\$ 15,262.17	\$ 15,262.17	\$ -	\$ -	\$ -	\$ 15,262.17
Opioid Settlement Restricted	\$ -	\$ 35,611.70	\$ 35,611.70	\$ -	\$ -	\$ -	\$ 35,611.70
Fire Operating	\$ 2,398,326.32	\$ 654,867.06	\$ 3,053,193.38	\$ 1,549,082.79	\$ 191,532.99	\$ 1,740,615.78	\$ 1,312,577.60
Redevelopment General	\$ 506,659.79	\$ 74,371.00	\$ 581,030.79	\$ -	\$ -	\$ -	\$ 581,030.79
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 117,196.26	\$ 8,272.04	\$ 125,468.30	\$ -	\$ -	\$ -	\$ 125,468.30
Cumulative Capital Development	\$ 1,052,564.63	\$ 118,786.47	\$ 1,171,351.10	\$ 693,909.00	\$ -	\$ 693,909.00	\$ 477,442.10
Park Nonreverting Capital	\$ 107,742.43	\$ 1,073.02	\$ 108,815.45	\$ 1,320.25	\$ 214.00	\$ 1,534.25	\$ 107,281.20
Park Cumulative Building	\$ 107,231.52	\$ 39,674.69	\$ 146,906.21	\$ -	\$ -	\$ -	\$ 146,906.21
Local Major Moves Construction	\$ 233,668.48	\$ 2,705.91	\$ 236,374.39	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 186,374.39
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 2,220,202.80	\$ 183,635.83	\$ 2,403,838.63	\$ 1,912,021.52	\$ 196,611.30	\$ 2,108,632.82	\$ 295,205.81
Water Sinking	\$ 749,361.82	\$ 23,133.86	\$ 772,495.68	\$ 344,081.26	\$ -	\$ 344,081.26	\$ 428,414.42
Water Improvement	\$ 2,514,268.28	\$ 17,028.00	\$ 2,531,296.28	\$ 39,371.92	\$ 10,440.00	\$ 49,811.92	\$ 2,481,484.36
Water Customer Deposit	\$ 86,855.00	\$ 1,600.00	\$ 88,455.00	\$ 16,445.00	\$ 1,120.00	\$ 17,565.00	\$ 70,890.00
Water Construction	\$ 36,975.67	\$ -	\$ 36,975.67	\$ 33,244.01	\$ -	\$ 33,244.01	\$ 3,731.66
Wastewater Operating & Maintenance	\$ 3,262,969.85	\$ 277,386.22	\$ 3,540,356.07	\$ 2,825,820.82	\$ 305,176.22	\$ 3,130,997.04	\$ 409,359.03
Wastewater Sinking	\$ 1,198,821.59	\$ 27,829.49	\$ 1,226,651.08	\$ 302,943.75	\$ -	\$ 302,943.75	\$ 923,707.33
Wastewater Improvement	\$ 2,464,872.97	\$ 90,145.00	\$ 2,555,017.97	\$ 383,740.96	\$ 16,933.63	\$ 400,674.59	\$ 2,154,343.38
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 424,801.02	\$ -	\$ 424,801.02	\$ 136,900.14	\$ 17,856.54	\$ 154,756.68	\$ 270,044.34
Payroll Withholding	\$ 3,589,243.78	\$ 416,401.74	\$ 4,005,645.52	\$ 3,561,424.05	\$ 399,709.77	\$ 3,961,133.82	\$ 44,511.70
Escrow	\$ 78,357.50	\$ 800.00	\$ 79,157.50	\$ 35,282.50	\$ 1,200.00	\$ 36,482.50	\$ 42,675.00
TOTAL - CASH FUNDS	\$ 42,988,376.32	\$ 4,427,341.28	\$ 47,415,717.60	\$ 20,626,373.04	\$ 1,872,825.23	\$ 22,499,198.27	\$ 24,916,519.33
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 11,466.52	\$ 3,538.14	\$ 15,004.66	\$ -	\$ -	\$ -	\$ 15,004.66
Moneys on Deposit (interest only) (8)	\$ 165,314.59	\$ 53,133.31	\$ 218,447.90	\$ -	\$ -	\$ -	\$ 218,447.90
Local Major Moves Construction (2)	\$ 2,532,425.93	\$ 8,858.51	\$ 2,541,284.44	\$ -	\$ -	\$ -	\$ 2,541,284.44
Total of Investments by Funds	\$ 2,709,207.04	\$ 65,529.96	\$ 2,774,737.00	\$ -	\$ -	\$ -	\$ 2,774,737.00
TOTAL - ALL FUNDS	\$ 45,697,583.36	\$ 4,492,871.24	\$ 50,190,454.60	\$ 20,626,373.04	\$ 1,872,825.23	\$ 22,499,198.27	\$ 27,691,256.33

CITY OF ANGOLA

Prescribed by State Board of Accounts

City or Town Form No. 206 (Rev. 1975)

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING DECEMBER 2022**

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
<u>Bank of New York</u>			
Wastewater Sinking - Bond & Interest (20)	\$ 160,883.87	\$ -	\$ 160,883.87
Wastewater Sinking - Debt Service Reserve (20)	\$ 762,823.46	\$ -	\$ 762,823.46
<u>Farmers State Bank</u>			
General Checking (3)	\$ 7,574,724.81	\$ (95,993.23)	\$ 7,478,731.58
General Savings (8)	\$ 15,718,447.90	\$ -	\$ 15,718,447.90
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,471.87	\$ -	\$ 1,471.87
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,015,004.66	\$ -	\$ 1,015,004.66
TRECS (2)	\$ 505.52	\$ -	\$ 505.52
TOTALS	\$ 25,233,862.09	\$ (95,993.23)	\$ 25,137,868.86
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 11618			\$ 850.71
Deposit in transit (3) 11621			\$ 1,652.04
Deposit in transit (3) 11622			\$ 457.58
Deposit in transit (3) 11623			\$ 604.91
Deposit in transit (3) 11624			\$ 99.30
Deposit in transit (3) 11626			\$ 8,188.49
Check #86712 cleared by bank for wrong amount correct in January			\$ (1,000.00)
Moneys on Deposit (interest only EOM)			\$ (233,452.56)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 24,916,519.33
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 2,774,737.00
TOTAL CASH BALANCE AND INVESTMENTS			\$ 27,691,256.33