

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

Monday, June 5, 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 May 15 minutes. (attachment)

UNFINISHED BUSINESS

1. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1731-2023. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2023. (first reading) (attachment)
2. Ordinance No. 1732-2023. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS. (first reading) (attachment)
3. Receive Quotes for the Wastewater Treatment Plant Clarifier Lining Project.
4. Request approval of the Proposal for Professional Services for 2023 MS4 Permit Renewal Services with Wessler Engineering in the amount not to exceed \$16,500. (attachment)
5. Review and determine if Vestil Manufacturing/ Vestil Manufacturing Corp./ Vestill LLC is or is not in compliance with the Statement of Benefits for... (attachment)
 - Real Estate Improvements located at 749 Growth Parkway (Resolution No. 2017-712, ten years)
 - Personal Property located at 299 North Wayne Street (Resolution No. 2017-712, ten years)

6. Review and determine if Baril Coatings USA, LLC located at 401 Growth Parkway is or is not in compliance with the Statement of Benefits for... (attachment)
 - Real Estate Improvements (Resolution No. 2019-756, ten years)
 - Personal Property (Resolution No. 2019-756, seven years)
7. Review and determine if IMP Realty LLC leased to Patrick Industries, Inc. located at 409 Growth Parkway and 101 Industrial Drive is or is not in compliance with the Statement of Benefits for Real Estate Improvements. (Resolution No. 2015-666, eight years) (attachment)
8. Review and determine if Patrick Industries, Inc. located at 409 Growth Parkway and 101 Industrial Drive is or is not in compliance with the Statement of Benefits for Personal Property. (Resolution No. 2015-667, eight years) (attachment)
9. Determine Resident share of the unit cost for curbside municipal waste services under agreement with Republic Services of Indiana LP yearly increase effective July 1. (attachment)
10. Reports:
 - Clerk-Treasurer
 - Department heads
11. Request approval of the Allowance of Accounts Payable Vouchers 63040 through 63338 totaling \$1,216,524.34. (separate attachment)
12. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, June 19.

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.

May 15, 2023

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:02 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, Economic Development and Planning Director Jennifer Barclay, City Engineer Amanda Cope, Chief of Police Ken Whitmire, Fire Chief Doug Call, Water Superintendent Tom Selman, Human Resource Director Sue Essman, and Deputy Clerk Stephanie Dean.

Also, among those present were Randy Coffey, David Roe, Hayley Smoker, Berton Leach, and Caitlynn Shipe of *The Herald Republican*.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the May 1, 2023 minutes. Council Member Crum seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

The public hearing for the proposed additional appropriation was open by Mayor Hickman at 7:01 p.m. There being no public comment the hearing was closed at 7:02 p.m. Ordinance No. 1729-2023, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA GENERAL AND LIT ECONOMIC DEVELOPMENT FUNDS, was read by title and presented to Council on third reading and final. Council Member Martin moved to approve. Council Member Armstrong seconded the motion. The motion carried 5-0.

Ordinance No. 1730-2023, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 12.15 DEPARTMENT OF ECONOMIC DEVELOPMENT, was read by title and presented to Council on third reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 5-0.

NEW BUSINESS

Council Member Martin moved to approve the Estimate for Website Update with Links Creative Alliance in the amount of \$35,545. Council Member McDermid seconded the motion. The motion carried 5-0

Council Member McDermid moved to find Enterprise Pointe, L.P. located at 907 S. Wayne Street is or is not in compliance with the Statement of Benefits for Real Estate

Improvements for Resolution No. 2018-735. Council Member McDermid seconded the motion. The motion carried 5-0

Council Member McDermid moved to find R. R. Donnelley Inc. located at 611 W Mill Street in substantial compliance with Statements of Benefits for Real Estate Improvements for Resolution No. 2018-725 and Resolution No. 2019-751. Council Member Crum seconded the motion. The motion carried 5-0.

Council Member Martin moved to approve the Façade Grant Agreement with Lee Williamson for property at 100 N Public Square in the amount not to exceed \$5,000. Council Member Crum seconded the motion. The motion carried 5-0.

Council Member Martin moved to approve the Façade Grant Agreement with Hayley Smoker for property at 100 N Public Square in the amount not to exceed \$1,759.24. Council Member McDermid seconded the motion. The motion carried 5-0.

Council Member Martin moved to approve the appointment of Libby Hysong to the Economic Development Commission with a term of 5/16/2023 through 1/30/2024. Member Crum seconded the motion. The motion carried 5-0.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 62763 through 63039 totaling \$1,203,825.25 which includes interfund transfers of \$129,986.98. Council Member Crum seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:09 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1731-2023

AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2023

Be it hereby ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana that Ordinance No. 1701-2022, Section 4 is being amended by the text of existing provisions in this style type, additions in **this style type**, and deletions in ~~this style type~~:

Section 1. Ordinance No. 1701-2022 for the year 2023, Section 4. Fire department is amended to read as follows:

- (A) The hourly rate of firefighters who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall
 - (1) receive hourly rate based on 2,756 hours per salary ordinance year (13 28-day work periods times 212 hours); and
 - (2) receive overtime for all hours worked over 212 hours in a 28-day work period.
- (B) Compensation for full-time fire department firefighters will be as follows:
 - (1) Firefighter (**without minimum certifications***) - beginning with the hire date and continuing through the second year of continuous service with the Angola Fire Department. **Start rate will be established by Human Resources and the Fire Chief, based on prior experience.**
 - (2) First Class Firefighter (**with minimum certifications ***) - beginning with ~~the third year of continuous service with the Angola Fire Department.~~ **the hire date. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.**
 - (3) ~~After completion of one year of continuous service as Firefighter, the Fire Chief may recommend First Class Firefighter status for a firefighter who has had previous full-time firefighting experience of at least two years, successfully completed and holds I and II and Medical First Responder Firefighter Certifications or equivalent and has displayed a level of performance with the department which would warrant consideration. Such recommendation shall be carefully considered and must receive approval from the Office of the Mayor.~~

*Minimum Certifications: Firefighter I and II and EMR, NIMS 100,200,700&800, HazMat Operations.

ORDINANCE NO. 1731-2023

Section 6. Effective date.

This ordinance shall become and remain in full force and effect upon 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 June 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 June 2023.

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

ORDINANCE NO. 1732-2023

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

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- Personal Time Off (PTO) is amended to read as follows:

Personal Time Off (PTO)

Effective January 1, 2023, all full-time employees, **upon hire**, are provided paid time-off (PTO) leave in accordance with the following schedule:

Fire Department	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	9	6	3	0
Police Department	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	15	10	5	0
Dispatch	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	12	8	4	0
All other employees	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	6	4	2	0

Hire Dates

1st Quarter – January 1 through March 31

2nd Quarter – April 1 through June 30

3rd Quarter – July 1 through September 30

4th Quarter – October 1 through December 31

Fire department employees will be provided with nine (9) PTO days annually beginning January 1st.

Police department employees will be provided with fifteen (15) PTO days annually beginning January 1st.

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Dispatch employees will be provided with twelve (12) PTO days annually beginning January 1st.

All other full-time employees will be provided with six (6) PTO days annually beginning January 1st.

For the purpose of this policy, a day is equal to the number of hours an employee would work on a routinely scheduled day. Current PTO time balances are shown on your payroll stub.

Employees may take PTO leave in increments as little as one-quarter ($\frac{1}{4}$) hour.

At the request of your supervisor, employees should complete the Request for Leave form 11-018. Forms are available in your department or in the Human Resources folder on the Common Drive. Emergency requests for time-off should be discussed with your supervisor.

Approval of leave requests is the responsibility of your supervisor and is subject to the operational needs of the department. The City reserves the right to deny PTO requests when such time-off would interfere with busy times, limited staff or other circumstances which jeopardize the operations of the department.

PTO time does not carry forward to the next calendar year and must be taken prior to each January 1st. Employees are not permitted to work in the same job classification while on PTO for the purposes of receiving extra pay.

Employees who voluntarily resign from employment **or are the subject of reduction in force/layoff** will receive payment for any unused PTO time.

Employees who are involuntarily terminated from **employment due to disciplinary action documented through the Human Resources office** will not receive payment for any unused PTO time. ~~This does not apply in the case of reduction in force/layoff.~~

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

Section 2. Employee Benefits – Leave Programs- Sick Leave is amended to read as follows:

Sick Leave

The City provides a sick leave program for all full-time employees. The sick leave program is designed to assist the employee with the continuation of wages in the case of

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illness or injury. Employees are expected to manage their sick leave effectively to ensure a positive balance to provide a safety net if illness or injury should occur.

Employees will be credited with one (1) workday of sick leave for each full calendar month of work. Earned sick leave is credited to your "sick leave account" on the first of each month and current balances are shown on your payroll stub. Newly hired employees are awarded sick time beginning on the first of the month following their hire date.

For the purposes of this policy, a workday is equal to the number of hours an employee would work on a routinely scheduled workday.

Employees may take paid sick leave in increments as little as one-quarter (1/4) hour. Approval of leave requests is the responsibility of your supervisor.

Use of Paid Leave with FMLA: Generally, FMLA leave is unpaid. However, if an employee also has accrued paid leave available, and if the employee's leave request meets the requirements for use of that paid leave, the employee must use the available paid leave at the same time as the FMLA leave. Similarly, if an employee requests accrued paid leave for a purpose that is also covered by the FMLA, the employee must use FMLA leave at the same time as the paid leave. If the purpose for the leave would not ordinarily qualify as a reason to use the accrued paid leave, then the employee will not receive pay under that leave program while on FMLA.

The maximum balance allowable in an employee's sick leave account is ninety (90) workdays.

Paid sick leave may be requested for the following circumstances:

- Illness, injury, pregnancy or childbirth-related conditions of the employee which renders the employee unable to work,
- To provide care for a member of the employee's immediate family during illness, injury, pregnancy or pregnancy-related condition,
- Adoption or adoption-related obligations where the employee's presence is reasonably required, or
- Exposure of the employee or a member of the employee's immediate family to a contagious disease which could potentially jeopardize the health of the employee or others in the workplace.
- Medical, dental, vision or other health-related exams or appointments of the employee or a member of the employee's immediate family where the employee's presence is reasonably required, and the appointment could not be made during an employee's non-work time.
- In the event of a declared emergency. Refer to Page 30 of the Employee Handbook for information.

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For the purposes of this policy, immediate family is defined as the employee's spouse, child or stepchild, parent or stepparent, brother or brother-in-law, sister or sister-in-law, parent-in-law or child-in-law, grandparent or grandchild or in legal guardianship cases.

At the request of your supervisor, employees should complete a Request for Leave form 11-018. Forms are available in your department or on the Common Drive in the Human Resources folder.

The City reserves the right to request any and all appropriate documentation to substantiate any request or to investigate in order to approve payment of sick leave. Should investigation reveal improper, misleading or fraudulent use or paid sick leave, the employee will be subject to disciplinary action, up to and including discharge.

Employees who resign or retire **or the subject of reduction in force/layoff** from employment with the City are eligible to receive payment for any unused sick time at the rate of ten dollars (\$10.00) for each full day of unused sick time up to a maximum of ninety (90) days.

Employees who are involuntarily terminated from employment **due to documented disciplinary action through the Human Resources office** will not receive payment for any sick time. ~~This does not apply in the case of reduction in force/layoff.~~

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

Section 3. Employee Benefits – Leave Programs- Vacation is amended to read as follows:

Vacation

Effective January 1, 2023,* all full-time employees, except full-time firefighters and full-time dispatchers, receive paid vacation leave in accordance with the following schedule:

<u>Upon the completion of continuous service of:</u>	<u>Leave Time</u>
One (1) full year -----	1 week
Two (2) to four (4) years-----	2 weeks
Five (5) to nine (9) years -----	3 weeks
Ten (10) years to nineteen (19) years -----	4 weeks
Twenty (20) or more years -----	5 weeks

Full-time firefighters who work the 24-hour schedule receive paid vacation time in accordance with the following schedule:

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<u>Upon the completion of continuous service of:</u>	<u>Leave Time</u>
One (1) full year -----	6 days
Four (4) years to nine (9) years -----	10 days
Ten (10) years or more -----	16 days

Full-time dispatchers received paid vacation time in accordance with the following schedule:

<u>Upon the completion of continuous service of:</u>	<u>Leave Time</u>
One (1) full year -----	4 days
Two (2) to - four (4) years -----	8 days
Five (5) to nine (9) years -----	12 days
Ten (10) years to nineteen (19) years -----	16 days
Twenty (20) or more years -----	20 days

*Employees hired prior to January 1, 2023, will receive vacation time on their anniversary date in accordance with the above schedule.

For the purposes of this policy, a week is equal to the number of days an employee would work in a routinely scheduled workweek and a day is equal to the number of hours an employee would work on a routinely scheduled workday. Current vacation time balances are shown on your payroll stub.

Employees are encouraged to take vacation leave in one (1) week increments but may be taken in as little as one-quarter (1/4) hour.

At the request of your supervisor, employees should complete the Request for Leave form 11-018. Forms are available in your department or in the Human Resources folder on the Common Drive. Emergency requests for time-off should be discussed with your supervisor.

Approval to take leave is the responsibility of your supervisor and is subject to the operational needs of the department. The City reserves the right to deny vacation requests when such time-off would interfere with busy times, limited staff or other circumstances which jeopardize the operations of the department.

Vacation leave time does not carry forward and must be taken prior to the anniversary date when new vacation time is earned. Employees are not permitted to work in the same job classification during their vacation for the purposes of receiving extra pay.

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Employees who voluntarily resign from employment **or are the subject of reduction in force/layoff** will receive payment for any unused vacation time.

Employees who are involuntarily terminated from employment **due to documented disciplinary action through the Human Resources office** will not receive payment for any unused vacation time. ~~This does not apply in the case of reduction in force/layoff.~~

Vacation 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 June 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 June 2023 2022.

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

May 15, 2023

Ms. Amanda Cope, City Engineer
City of Angola
210 North Public Square
Angola, Indiana 46703

Re: Proposal for Professional Services
2023 MS4 Permit Renewal Services

Dear Ms. Cope:

We are pleased to present this Proposal to the City of Angola (hereinafter referred to as OWNER) to provide Professional Services in conjunction with the update of the OWNER's Municipal Separate Storm Sewer System (MS4) Permit and Program.

I. PROJECT DESCRIPTION

In previous years and at the request of the OWNER, the ENGINEER has provided professional services related to MS4 Program development and/or implementation. The ENGINEER wishes to continue to provide professional services with regard to the OWNER's MS4 Program development and implementation. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

- A. Review the City of Angola and Trine University Co-Permittee Agreement, revise, and prepare a draft for review. Address comments and prepare a final agreement prior to October 2, 2023.
- B. Draft an Annual Reporting checklist and fillable Microsoft Excel database for MS4 program implementation and submittal of the Annual Report.
- C. Review, revise, and prepare draft ordinances for construction, post-construction, and illicit discharge detection and elimination (IDDE). Address comments and prepare final ordinances.

- D. Review, revise, and prepare a draft technical stormwater standards manual. Address comments and prepare final manual.
- E. Develop Standard Operating Procedures (SOPs) as appropriate for MCMs 1, 2, and 3. Review and/or revise SOPs for MCMs 4, 5, and 6.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT.

IV. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A through II.E shall be on a time and materials basis in the not-to-exceed amount of \$16,500.00. ENGINEER may allocate dollars between the individual tasks within the total not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.
- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

V. SCHEDULE

OWNER and ENGINEER shall work together and develop schedule.

VI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 20_____.

ENGINEER
WESSLER ENGINEERING, INC.



Mary K. Atkins, P.E., CPESC, LEED AP
Vice President

Attest: 

Jacob Barker, CPESC
Environmental Services Project Manager II

Date: 5/15/23

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

OWNER
CITY OF ANGOLA, INDIANA

Richard M. Hickman
Mayor

Attest: _____
Ryan Herbert
Clerk Treasurer

Date: _____

ADDRESS FOR GIVING NOTICE:
City of Angola
210 North Public Square
Angola, IN 46703

JB/jmw/T:/Contracts/Angola/Proposals/P#03074/2023 MS4 Permitting

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2023 Hourly Rate and Reimbursable Expense Schedule
No. 3 – E-Verify Affidavit



ATTACHMENT NO. 1

STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.



More than a Project™

ATTACHMENT NO. 2

2023 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$235/\$250
Senior Project Manager I/II	\$210/\$235
Senior Project Engineer I/II	\$210/\$235
Project Manager I/II	\$165/\$175
Assistant Project Manager	\$145
Project Engineer I/II/III/IV	\$135/\$145/\$165/\$175
Engineer	\$120
Electrical/Control System Senior Project Manager I/II	\$210/\$250
Electrical/Control System Senior Project Engineer I/II	\$210/\$240
Electrical Project Manager I/II	\$165/\$175
Electrical Project Engineer I/II/III/IV	\$135/\$145/\$165/\$175
Electrical Engineer	\$120
Control System Engineer I/II/III/IV	\$125/\$145/\$165/\$180
Control System Technician I/II	\$95/\$105
Environmental Services Senior Project Manager I/II	\$165/\$175
Environmental Services Project Manager I/II	\$140/\$150
Environmental Services Assistant Project Manager	\$115
Environmental Scientist I/II/III	\$90/\$100/\$110
Senior CAD Manager I	\$180
CAD Manager I/II	\$135/\$160
GIS Manager I/II	\$130/\$155
Senior Designer I/II	\$125/\$140
Designer	\$115
GIS Technician I/II/III	\$95/\$105/\$115
Technician I/II/III/IV	\$70/\$90/\$100/\$110
Senior Resident Project Representative I/II	\$120/\$130
Resident Project Representative I/II/III/IV	\$70/\$90/\$100/\$110
Senior Field Services Manager	\$150
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$210
Senior Survey Technician	\$150
Survey Manager I/II	\$135/\$145
Survey Crew Chief I/II/III	\$90/\$100/\$110
Utility Coordinator	\$135
Project Analyst I/II	\$105/\$120
Project Coordinator	\$90
Project Administrator	\$65

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 19, 2023

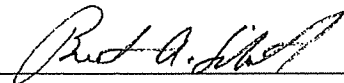
ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

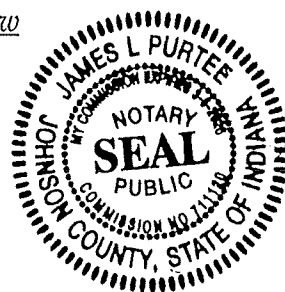
(Title): President

Important – Notary Signature and Seal Required in the Space Below

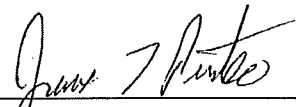
STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 5th day of January, 2023.

(Signed) 
James L. Purtee

My commission expires March 5, 2026

Residing in Johnson County, State of Indiana

BOW – Agenda Item – June 5, 2023

Request approval to remove CPAT Certification from FT Firefighter hiring process and return to in-house Physical Ability Testing.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R5 / 12-21)

Prescribed by the Department of Local Government Finance

2023 PAY 2024

FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 16, 2022, or by the due date of the real property owner's personal property return that is filed in the township where the property is located, (IC 6-1.1-12.1-5.3(j)).
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer VESTIL, LLC/VESTIL MANUFACTURING	County STEUBEN	
Address of taxpayer (number and street, city, state and ZIP code) 2999 N. WAYNE STREET ANGOLA IN 46703	DLGF taxing district number 76012	
Name of contact person BARRY TRINE	Telephone number 260-665-7586	

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body ANGOLA COMMON COUNCIL	Resolution number 2017-712	Estimated start date (month, day, year) 08/03/2017
Location of property 749 GROWTH PARKWAY ANGOLA IN 46703		Actual start date (month, day, year)
Description of real property improvements: See attached		Estimated completion date (month, day, year) 12/31/2022
		Actual completion date (month, day, year)

SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	425	415
Salaries	16,300,000	19,560,074
Number of employees retained	425	415
Salaries	16,300,000	16,300,000
Number of additional employees	100	
Salaries	3,264,560	3,260,074

SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	9,539,746	8,239,700
Plus: Values of proposed project	8,576,500	
Less: Values of any property being replaced		
Net values upon completion of project	18,116,246	8,239,700
ACTUAL	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project		
Less: Values of any property being replaced		
Net values upon completion of project		

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative 	Title VP	Date signed (month, day, year) 5/10/2023

ATTACHMENT TO FORM CF-1, page 1, Section 2

Name of taxpayer

VESTIL, LLC/VESTIL MANUFACTURING

SECTION 2

LOCATION AND DESCRIPTION OF PROPERTY

Description of real property improvements and/or new manufacturing equipment to be acquired

8,100 SQ FT ADDITION WILL HOUSE A NEW LASER AND PLASMA CUTTER. A NEW 250,000 SQ FT
FULFILLMENT CENTER WILL BE CONSTRUCTED IN ORDER TO HOUSE INVENTORY TO BE AVAILABLE TO
SHIP TO CUSTOMERS
WITHIN 48 HOURS.

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☒ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

June 5 2023

Attested by:

Designating body

Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE

This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

2023 PAY 2024

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer VESTIL MANF. CO./VESTIL LLC						County Steuben		
Address of Taxpayer (street and number, city, state and ZIP code) 2999 N. Wayne Street Angola IN 46703						DLGF Taxing District Number 76012		
Name of Contact Person BARRY TRINE				Telephone Number 260-665-7586		Email Address		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body ANGOLA COMMON COUNCIL				Resolution Number 2017-712		Estimated Start Date (month, day, year) 08/03/2017		
Location of Property 2999 N. WAYNE STREET ANGOLA IN 46703						Actual Start Date (month, day, year) / /		
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. FORK TRUCKS, PLASMA CUTTER, LASER CRANE SYSTEM						Estimated Completion Date(month, day, year) 12/31/2022		
						Actual Completion Date (month, day, year) / /		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL
Current Number of Employees						425		415
Salaries						16,300,000		19,560,074
Number of Employees Retained						425		415
Salaries						16,300,000		16,300,000
Number of Additional Employees						100		
Salaries						3,264,560		3,260,074
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	5,226,627	1,552,940						
Plus: Values of Proposed Project	5,812,000							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	11,038,627	1,552,940						
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project								
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project								
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS						AS ESTIMATED ON SB-1		ACTUAL
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative				Title VP		Date Signed (month, day, year) 5/15/2023		

Prepared by: BADEN GAGE & SCHROEDER LLC • 6920 POINTE INVERNESS WAY, SUITE 300, IN 46804 • 260-422-2551

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS:** (IC 6-1.1-12.1-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☒ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)
June 5, 2023

Attested by:

Designating body
Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)☐ Approved ☐ Denied (see instruction 5 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer BARIL COATINGS USA, LLC		County STEUBEN
Address of Taxpayer (number and street, city, state, and ZIP code) 401 GROWTH PARKWAY, ANGOLA, IN 46703		DLGF Taxing District Number 76-012
Name of Contact Person JOSEPH RABENSTEINE	Telephone Number (260) 665-8431	Email Address J.RABENSTEINE@BARILCOATINGS.US
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body COMMON COUNCIL OF THE CITY OF ANGOLA	Resolution Number 2019-756	Estimated Start Date (month, day, year) 6/1/2019
Location of Property 401 GROWTH PARKWAY, ANGOLA, IN 46703		Actual Start Date (month, day, year)
Description of Real Property Improvements 20,000 SQUARE FEET OF NEW WAREHOUSE CONSTRUCTION AND REDESIGN OF EXISTING SPACE TO ACCOMMODATE NEW BASKET MILLS AND PRODUCTION EQUIPMENT		Estimated Completion Date (month, day, year) 11/30/2019
		Actual Completion Date (month, day, year) 09/30/2020
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	38	43
Salaries	2,165,389.00	2,864,501
Number of Employees Retained	38	38
Salaries	2,165,389.00	2,165,389.00
Number of Additional Employees	5	5
Salaries	200,000.00	699,112
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 675,000.00	\$ 382,800.00
Plus: Values of Proposed Project	\$ 1,500,000.00	\$
Less: Values of Any Property Being Replaced	\$ 0.00	\$
Net Values Upon Completion of Project	\$ 2,200,000.00	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 674,962.00	\$ 382,800.00
Plus: Values of Proposed Project	\$ 1,756,066.00	\$
Less: Values of Any Property Being Replaced	\$ 0.00	\$
Net Values Upon Completion of Project	\$ 2,431,028.00	\$ 382,800.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative <i>Joseph Rabensteine</i>	Title Controller	Date Signed (month, day, year) 05/15/2023

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☒ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)
June 5 2023

Attested by:

Designating body
Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE

This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

2023 PAY 2024

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer BARIL COATINGS USA, LLC						County STEBEN		
Address of Taxpayer (street and number, city, state and ZIP code) 401 GROWTH PARKWAY ANGOLA IN 46703						DLGF Taxing District Number 76-012		
Name of Contact Person JOSEPH RABENSTEINE				Telephone Number 260-665-8431		Email Address j.rabensteine@barilcoatings.us		

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body COMMON COUNCIL OF THE CITY OF ANGOLA				Resolution Number 2019-756		Estimated Start Date (month, day, year) 06/01/2019		
Location of Property 401 GROWTH PARKWAY ANGOLA IN 46703						Actual Start Date (month, day, year) 07/31/2019		
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. THREE (3) NEW BASKET MILLS AND ADDITIONAL MIXING AND PRODUCTION EQUIPMENT						Estimated Completion Date(month, day, year) 12/31/2021		
						Actual Completion Date (month, day, year) 12/31/2021		

SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL
Current Number of Employees						38		43
Salaries						2,165,389		2,864,501
Number of Employees Retained						38		38
Salaries						2,165,389		2,165,389
Number of Additional Employees						5		5
Salaries						200,000		699,112

SECTION 4 COST AND VALUES								
AS ESTIMATED ON SB-1	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project	200,000							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	200,000							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project	200,000	85,678						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	200,000	85,678						

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS						AS ESTIMATED ON SB-1		ACTUAL
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								

SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative <i>Joseph Rabensteine</i>				Title Controller			Date Signed (month, day, year)	

Prepared by: CUA, LLC • 123 E 8TH STREET, MICHIGAN CITY, IN 46360 • 219-874-0210

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS: (IC 6-1.1-12.1-5.9)**

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☒ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)
June 5, 2023

Attested by:

Designating body
Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing

- ☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

- ☐ Approved ☐ Denied (see instruction 5 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Baril Coatings USA, LLC
401 Growth Pkwy
Angola, IN 46703

Attachment to Form CF-1

Qualified Equipment Additions

<u>Description</u>	<u>Cost</u>	<u>In Service Date</u>
Beginning values through 5/31/19	<u>\$ -</u>	
6/1/19 - 12/31/19		
Basket Mills Installation	6,850.00	07/31/19
Basket Mills Installation	10,218.00	07/31/19
Basket Mills	60,739.55	07/31/19
Disposals	-	
Subtotal	<u>77,807.55</u>	
1/2/20 - 1/1/21		
Floor Scrubbing Machine	12,987.08	
Aerosol Filing Machine	2,500.00	
New Racking and Shelving For Warehouse	10,880.03	
Water Cooled Vats	9,120.00	
New Scale	2,507.00	
Sulair Premium Refrigerated Air Dryer	5,832.49	
Surveillance Cameras	10,799.90	
Disposals	-	
Subtotal	<u>54,626.50</u>	
1/2/21 - 1/1/22		
Tank Washing Machine	101,516.46	
Mezzanine for Lift Tables	19,470.00	
Bottom Fill - Filling Machine	23,900.00	
450L Water-Jacketed Tank	5,965.29	
Floorscale	3,525.00	
Paint Mixer/Shaker Machine	13,327.00	
New Mixer Unit	52,489.65	
Neumatic Boom Lift	4,725.00	
Disposals	-	
Excess over resolution limit	(157,352.45)	
Subtotal	<u>67,565.95</u>	
Total through 1/1/23	<u>\$ 200,000.00</u>	

**** Limited to \$200,000 per resolution**



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer IMP Realty LLC leased to Patrick Industries, Inc.		County Steuben
Address of Taxpayer (number and street, city, state, and ZIP code) PO Box 638 Elkhart, IN 46515		DLGF Taxing District Number 76-012
Name of Contact Person Dean Grass	Telephone Number (574) 294-7511	Email Address tax@patrickind.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Steuben County Economic Dev Corp/Common Council City of Angola	Resolution Number 2015-666	Estimated Start Date (month, day, year) 05/01/2015
Location of Property 409 Growth Pkwy & 101 Industrial Dr. Angola, IN 46703		Actual Start Date (month, day, year) 05/01/2015
Description of Real Property Improvements Roof repairs at 409 Growth Pkwy and 101 Industrial Dr. Angola, IN		Estimated Completion Date (month, day, year) 11/01/2016
		Actual Completion Date (month, day, year) 10/01/2016
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	198	243
Salaries	6,500,000	10,045,920
Number of Employees Retained	198	198
Salaries	6,500,000	6,500,000
Number of Additional Employees	10	45
Salaries	218,400	3,545,920
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 130,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 130,000	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 134,794	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 134,794	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title Tax Manager	Date Signed (month, day, year) 4/27/2023

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☒ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

June 5 2023

Attested by:

Designating body

Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

2023 Pay 2024

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of Taxpayer Patrick Industries, Inc						County Steuben		
Address of Taxpayer (number and street, city, state, and ZIP code) PO Box 638 Elkhart, IN 46515						DLGF Taxing District Number 76-012		
Name of Contact Person Dean Grass				Telephone Number (574) 294-7511		Email Address tax@patrickind.com		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body Steuben County Economic Dev Corp/ Common Co				Resolution Number 2015-667		Estimated State Date (month, day, year) 05/01/2015		
Location of Property 409 Growth Pkwy & 101 Industrial Dr. Angola, IN 46703						Actual Start Date (month, day, year) 05/01/2015		
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. Komax Zela automated wire processing machine and other items on attached						Estimated Completion Date (month, day, year) 03/31/2016		
						Actual Completion Date (month, day, year) 12/31/2015		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1			ACTUAL	
Current Number of Employees				198			243	
Salaries				6,500,000			10,045,920	
Number of Employees Retained				198			198	
Salaries				6,500,000			6,500,000	
Number of Additional Employees				10			45	
Salaries				218,400			3,545,920	
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 800,000	\$	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 800,000	\$	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 729,988	\$	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 729,988	\$	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS					AS ESTIMATED ON SB-1		ACTUAL	
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative 				Title Tax Manager			Date Signed (month, day, year) 4/27/2023	

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS: (IC 6-1.1-12.1-5.9)**

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☒ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)
June 5, 2023

Attested by:

Designating body
Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 5 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

CITY OF ANGOLA, INDIANA
RESIDENTIAL SOLID WASTE CHARGES & COSTS BY YEAR

Year of Service	No. of Customers	Cost per Unit	Cost per Year	City Share per Unit	Resident Share per Unit	City Total	Resident Total
2025		\$ 18.31					
2024		\$ 17.70					
2023	2,476	\$ 17.09	\$ 507,778				
2022	2,476	\$ 16.53	\$ 491,139		\$ 16.50		\$ 490,248
2021	2,476	\$ 15.99	\$ 475,095		\$ 16.00		\$ 475,392
2020	2,476	\$ 14.24	\$ 423,099	\$ -	\$ 14.75	\$ -	\$ 438,252
2019	2,476	\$ 14.05	\$ 417,454	\$ -	\$ 14.50	\$ -	\$ 430,824
2018	2,383	\$ 13.83	\$ 395,483	\$ -	\$ 14.00	\$ -	\$ 400,344
2017	2,359	\$ 13.50	\$ 382,158	\$ -	\$ 14.00	\$ -	\$ 396,312
2016	2,359	\$ 13.17	\$ 372,816	\$ 1.17	\$ 12.00	\$ 33,120	\$ 339,696
2015	2,301	\$ 10.99	\$ 303,456	\$ -	\$ 11.00	\$ -	\$ 303,732
2014	2,295	\$ 10.88	\$ 299,635	\$ -	\$ 11.00	\$ -	\$ 302,940
2013	2,220	\$ 10.76	\$ 286,646	\$ -	\$ 10.80	\$ -	\$ 287,712
2012	2,220	\$ 10.76	\$ 286,646	\$ -	\$ 10.80	\$ -	\$ 287,712
2011	2,220	\$ 10.76	\$ 286,646	\$ -	\$ 10.80	\$ -	\$ 287,712
2010	2,220	\$ 10.49	\$ 279,454	\$ -	\$ 10.50	\$ -	\$ 279,720
2009	2,220	\$ 10.49	\$ 279,454	\$ -	\$ 10.50	\$ -	\$ 279,720
2008	2,215	\$ 10.30	\$ 273,774	\$ -	\$ 10.30	\$ -	\$ 273,774
2007	2,215	\$ 10.30	\$ 273,774	\$ -	\$ 10.30	\$ -	\$ 273,774
2006	2,215	\$ 10.30	\$ 273,774	\$ 2.80	\$ 7.50	\$ 74,424	\$ 199,350
2005	2,205	\$ 7.99	\$ 211,415	\$ 3.99	\$ 4.00	\$ 105,575	\$ 105,840
2004	2,125	\$ 7.99	\$ 203,745	\$ 3.99	\$ 4.00	\$ 101,745	\$ 102,000
2003	2,089	\$ 7.99	\$ 200,293	\$ 3.99	\$ 4.00	\$ 100,021	\$ 100,272
2002	2,037	\$ 7.99	\$ 195,308	\$ 3.99	\$ 4.00	\$ 97,532	\$ 97,776
2001	2,009	\$ 7.99	\$ 192,623	\$ 3.99	\$ 4.00	\$ 96,191	\$ 96,432
2000	2,004	\$ 7.99	\$ 192,144	\$ 3.99	\$ 4.00	\$ 95,952	\$ 96,192
1999	1,945	\$ 7.99	\$ 186,487	\$ 3.99	\$ 4.00	\$ 93,127	\$ 93,360
1998	1,908	\$ 7.99	\$ 182,939	\$ 4.99	\$ 3.00	\$ 114,251	\$ 68,688
1997	1,810	\$ 6.48	\$ 140,746	\$ 3.48	\$ 3.00	\$ 75,586	\$ 65,160
1996	1,771	\$ 6.48	\$ 137,713	\$ 3.48	\$ 3.00	\$ 73,957	\$ 63,756
1995	1,771	\$ 6.48	\$ 137,713	\$ 3.48	\$ 3.00	\$ 73,957	\$ 63,756
1994	1,734	\$ 6.48	\$ 134,836	\$ 3.48	\$ 3.00	\$ 72,412	\$ 62,424
1993	1,682	\$ 6.68	\$ 134,829	\$ 3.68	\$ 3.00	\$ 74,277	\$ 60,552
1992	1,631	\$ 6.88	\$ 134,655	\$ 3.88	\$ 3.00	\$ 75,939	\$ 58,716
1991					\$ 3.00		
1990					\$ 3.00		
1989	1,610	\$ 5.88	\$ 113,602	\$ 2.88	\$ 3.00	\$ 55,642	\$ 57,960
1988					\$ 3.00		
1987					\$ 3.00		
1986	1,550	\$ 3.84	\$ 71,424	\$ 0.84	\$ 3.00	\$ 15,624	\$ 55,800