

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

Monday, April 21, 2025 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Dowe _____ McDermid _____

2. Remarks by Mayor Martin

- Proclamation by Mayor Martin for Public Service Recognition Week

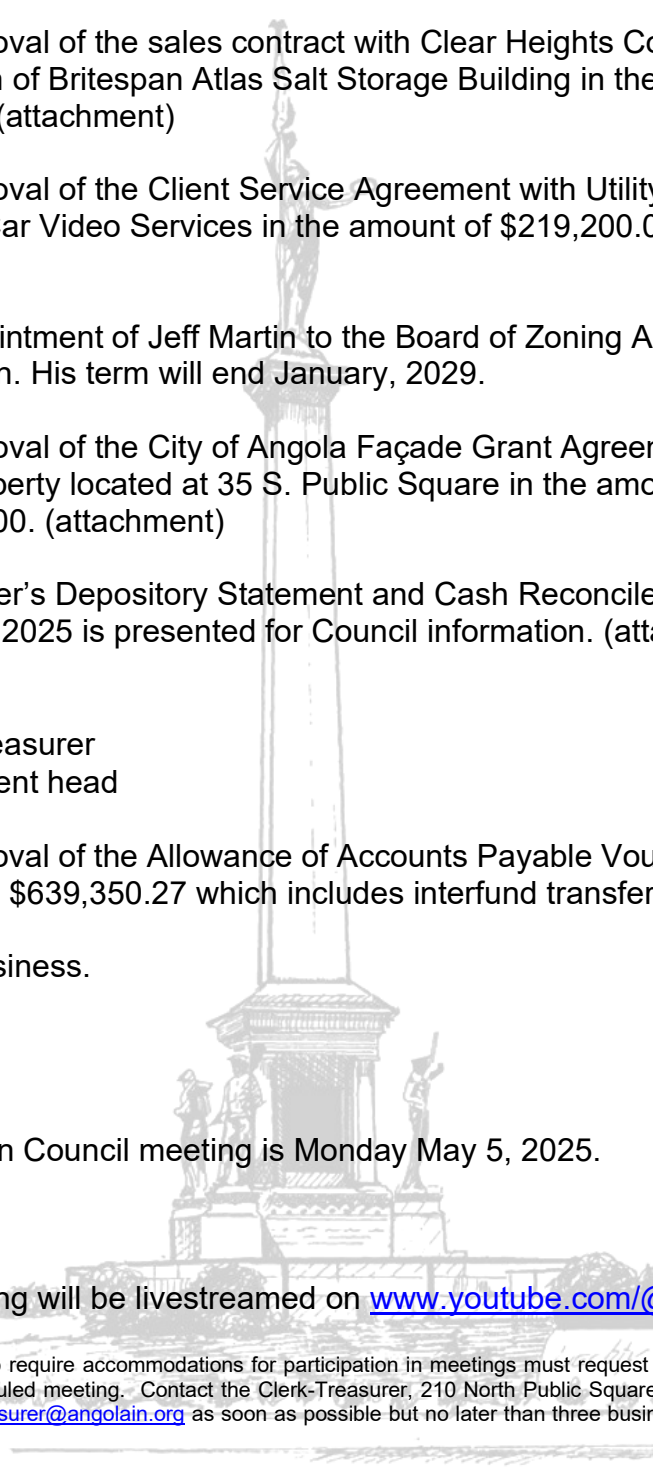
3. Request approval of the April 7 minutes. (attachment)

UNFINISHED BUSINESS

1. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1773-2025. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (West of S Golden Lake Rd) (first reading) (attachment)
2. Ordinance No. 1774-2025. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 13 PUBLIC SERVICES, CHAPTER 13.15 STORMWATER MANAGEMENT. (first reading) (attachment)
3. Ordinance No. 1775-2025. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA REDEVELOPMENT GENERAL FUND. (first reading) (attachment)
4. Review and determine if West Commons LLC located at 115-125 N. McKinley St. and 1210 W Maumee St. is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements (Resolution No. 2022-831, ten years) (attachment)
5. Review and determine if Enterprise Pointe, L.P. located at 907 S Wayne St. is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. (Resolution No. 2018-735, ten years) (attachment)

- 
6. Review and determine if R. R. Donnelley Inc. located at 611 W Mill Street is or is not in compliance with Statement of Benefits for Personal Property. (Resolution No. 2018-725, ten years) (attachment)
 7. Request approval of the sales contract with Clear Heights Construction, LLC. For the installation of Britespan Atlas Salt Storage Building in the amount of \$379,366.00. (attachment)
 8. Request approval of the Client Service Agreement with Utility Associates Inc. for ROCKET In-Car Video Services in the amount of \$219,200.00 for five years. (attachment)
 9. Request appointment of Jeff Martin to the Board of Zoning Appeals to fill a vacant position. His term will end January, 2029.
 10. Request approval of the City of Angola Façade Grant Agreement with Masonic Lodge for property located at 35 S. Public Square in the amount of \$8,382 not to exceed \$10,000. (attachment)
 11. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending March 2025 is presented for Council information. (attachment)
 12. Reports:
 - Clerk-Treasurer
 - Department head
 13. Request approval of the Allowance of Accounts Payable Vouchers 73809 through 74027 totaling \$639,350.27 which includes interfund transfers of \$107,967.89.
 14. Other new business.

NEXT MEETING

The next Common Council meeting is Monday May 5, 2025.

ADJOURNMENT

This in-person meeting will be livestreamed on www.youtube.com/@AngolaIN

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.

April 7, 2025

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 David B. Martin presiding. Council Members Randy Coffey, Jennifer L. Sharkey, Charles P. Dowe, and Jerold D. McDermid answered roll call. Council Member David A. Olson was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Police Chief Ken Whitmire, Fire Chief William Harter, Street Commissioner Chad Ritter, Water Superintendent To Selman, Wastewater Superintendent Jeff Gaff, and Assistant Water Superintendent Mitchel Sattison.

Also among those present were Steuben County Commissioner Rick Shipe, Isaac Lee, Chris Emerick, Craig Williams, Ken W. Willson, Ken P. Wilson, and Delaney Harman.

APPROVAL OF THE MINUTES

Council Member McDermid moved to approve March 17, 2025 minutes. Council Member Dowe seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

Consideration was given to the bids for the Pokagon Infrastructure Improvement Project Divisions 1-2 which were opened at the February 24 special meeting. No action was taken on the bids for these two divisions at the March 3 meeting. Council Member Dowe moved to reject the bid provided for divisions one and two. Council Member McDermid seconded the motion. The motion carried 4-0.

NEW BUSINESS

Ordinance No. 1772-2025, AN ORDINANCE ADOPTING INDIANA CODE 5-23; AND AUTHORIZING THE PROCEDURE FOR REQUESTS FOR PROPOSALS AND QUALIFICATIONS PER IC 5-23; AND FOR ALLOWING OTHER RELATED ACTIONS. was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve carried 4-0. Council Member Coffey then moved to pole Council for unanimous consent to waive Rule 22 to allow for three readings in this meeting. Council Member Dowe seconded the motion. The motion carried 4-0. Ordinance No. 1772-2025, AN ORDINANCE ADOPTING INDIANA CODE 5-23; AND AUTHORIZING THE PROCEDURE FOR REQUESTS FOR PROPOSALS AND QUALIFICATIONS PER IC 5-23; AND FOR ALLOWING OTHER RELATED ACTIONS. was then read by title and presented to Council for second reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve carried 4-0. Ordinance No. 1772-2025, AN ORDINANCE ADOPTING INDIANA CODE 5-23; AND

AUTHORIZING THE PROCEDURE FOR REQUESTS FOR PROPOSALS AND QUALIFICATIONS PER IC 5-23; AND FOR ALLOWING OTHER RELATED ACTIONS. was then read by title and presented to Council for third and final reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve on third and final reading carried 4-0.

Council Member Sharkey moved to approve Supplemental agreement No. 2 to The Agreement for Professional Engineering Services with Butler, Fairman and Seufert, Inc. for the Poka-Bache Trail Project in the amount of \$30,450.00. Council Member Coffey seconded the motion. The motion carried 4-0.

Council Member McDermid moved to find Baril Coatings USA, LLC located at 401 Growth Parkway in substantial compliance with Statements of Benefits for Real Estate Improvements Resolution No. 2020-789 and Personal Property Resolution No. 2019-756. Council Member Coffey seconded the motion. The motion carried 4-0.

Council Member McDermid moved to find JK Ice Ventures, Inc. located at 319 Pokagon Trail Suite C in substantial compliance with Statements of Benefits for Personal Property Resolution No. 2023-849. Council Member Sharkey seconded the motion. The motion carried 4-0.

Council Member McDermid moved to find Terrace Place Apartments LLC located at 400 N Terrace Blvd. in substantial compliance with Statements of Benefits for Real Estate Improvements for Resolution No. 2023-853. Council Member Dowe seconded the motion. The motion carried 4-0.

Council Member McDermid moved to find Precision Edge Surgical Products LLC located at 1910 N. Wayne Street in substantial compliance with Statements of Benefits for Personal Property Resolutions No. 2018-726, 2022-845, and 2024-874. Council Member Sharkey seconded the motion. The motion carried 4-0.

Craig Williams provided a presentation to Council regarding the current wastewater plant permit renewal and chloride compliance. Williams is the former Angola Wastewater Superintendent and currently assists the city with permitting and the renewal process and compliance. He gave a history of the wastewater utility, the permitting process, and how chloride compliance became a problem for the utility over the years. Williams explained how the city had received variances for chloride discharge through past permit renewals, but even though the utility has undergone many different efforts to cut chloride discharge it struggle to comply with these allowed amounts. He explained the unique situation of how the plant discharges treated water, and explained the engineering study the utility commissioned which showed the nominal environmental effects of the chlorides in the plants discharge. Williams said the current options are to accept a permit with IDEM that would include a long-term compliance plan which would involve upgrading treatment processes at an estimated cost of over \$12.4 million in capital expense and over \$1.3 annually in O&M expenses or to seek legal intervention to provide temporary relief while negotiating an alternative. Discussion followed. Council reached a consensus that they

would like to explore the legal intervention option, but no formal action was take at this time.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 73497 through 73808 totaling \$2,993,300.55 which includes interfund transfers of \$1,552,900.00. Council Member Coffey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 8:26 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1773-2025

**AN ORDINANCE AMENDING THE ZONING MAP OF THE
CITY OF ANGOLA, INDIANA**

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately 45.225-acre of land to Highway Commercial (HC) District. The Parcel ID 760629000020000012 is located just West of S Golden Lake Rd.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its April 14, 2025, held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on April 14, 2025, heard input from the public and unanimously forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

**NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE
CITY OF ANOGOLA, INDIANA:**

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The 45.225-acre parcel located just West of S Golden Lake Rd (Parcel ID 760629000020000012). The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the Highway Commercial (HC) District.

The tract of land is illustrated in Exhibit B, also attached hereto. The zoning change shall also apply to associated rights-of-way, to the centerline of the street.

BE IT FURTHER ORDAINED that the Ordinance be in full force and effect after its passage by the Common Council and after the occurrence of all other action required by law.

ORDINANCE NO. 1773-2025

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2025.

David B. Martin, Mayor

Attest:

Ryan 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 _____ 2025.

Ryan Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of _____ 2025.

David B. Martin, Mayor

Exhibit A

Legal Description

COMMENCING AT THE CENTER OF SECTION 29; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS EAST (BEARINGS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM NAD83, INDIANA EAST ZONE) ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 552.65 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 116.62 FEET TO THE NORTHEAST CORNER OF DOWNEY'S MINOR PLAT AS RECORDED IN PLAT DOCUMENT #21010468 OF THE RECORDS OF THE STEUBEN COUNTY RECORDER, SAID NORTHEAST CORNER BEING ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 AND BEING IN THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 86 DEGREES 48 MINUTES 07 SECONDS EAST ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 665.68 FEET TO THE WESTERLY RIGHT-OF-WAY OF GOLDEN LAKE ROAD; THENCE SOUTH 07 DEGREES 03 MINUTES 39 SECONDS EAST ON SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 116.44 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 807.08 FEET, AN ARC LENGTH OF 373.27 FEET AND A CHORD WHICH BEARS SOUTH 13 DEGREES 34 MINUTES 48 SECONDS EAST 369.95 FEET; THENCE CONTINUING ON SAID WESTERLY RIGHT-OF-WAY SOUTH 25 DEGREES 17 MINUTES 14 SECONDS EAST 18.31 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS EAST ON SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2070.18 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 21 MINUTES 32 SECONDS WEST ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 805.07 FEET TO A POINT ON THE EXTENDED EAST LINE OF DOWNEY'S MINOR PLAT; THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID EXTENDED EAST LINE AND EAST LINE DOWNEY'S MINOR PLAT A DISTANCE OF 2533.33 FEET BACK TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 45.225 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

Exhibit B





CITY OF ANGOLA INDIANA

Department of Economic Development & Planning

210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

**City of Angola Plan Commission
Certificate and Recommendation**

On April 14, 2025, the City of Angola Plan Commission held a legally advertised Public Hearing to consider a Zoning Map Amendment (rezoning) request made by James D Wise (applicant), for ±45.23-acre of land located just West of S Golden Lake Rd. (Parcel ID 760629000020000012). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

The City of Angola Plan Commission is unanimously forwarding a *favorable* recommendation to the Angola City Council concerning the proposed Zoning Map Amendment.

Certified by:

Retha Hicks, *Director*

Economic Development and Planning Department

Project Name:	2025-PC-04001
Application Type:	Rezone
Applicant:	Don Wise
Owner:	Don Wise
Location:	US Highway 20 just West of Golden Lake Rd
Current Zoning & Overlay Districts:	Agricultural (AG) District
Hearing Date:	April 14, 2025
Required Notice:	Legal Notice of the Public Hearing appeared in The Herald Republican on April 4, 2025. Ten (10) property owners within 300-ft of the project were sent notice on April 3, 2025.
Applicable Code Provisions:	Title 18: Unified Development Ordinance Indiana Code: Zoning Ordinance 36-7-4-600 Series Indiana Code: Commitments; enforcement 36-7-4-1015
Floodplain Status:	Not within a floodplain
Staff Recommendation:	Approval

Summary

The requested zoning map amendment is for a ±45.225-acre parcel on US Highway 20, just west of S Golden Lake Rd. This parcel was annexed into Angola City Limits in March 2024 with Ordinance 1749-2024. The land is currently undeveloped and zoned AG: Agricultural. With the parcel location on US Highway 20, and with the proximity to Love's Truck Stop and I-69, the petitioner believes there are development opportunities as a Highway Commercial District. The parcels to the east are already zoned as Highway Commercial (HC). The petitioner does own the ±32-acre parcel to the west. It will remain zoned as Agricultural to serve as a buffer between the proposed Highway Commercial District and the Lake Residential District on the east side of Silver Lake.



Applicable Zoning Code Provisions

The following permitted uses would be permitted by right if the rezone request were approved:

(A) Amusement park.	(P) Coin laundry.	(FF) Permanent outdoor display areas.
(B) Automobile car wash.	(Q) Dance or night club.	(GG) Restaurant.
(C) Automobile gas station.	(R) Delicatessen.	(HH) Restaurant with drive-up window.
(D) Automobile rental.	(S) Event center.	(II) Retail sales, high intensity.
(E) Automobile repair/body shop.	(T) Farmers' market.	(JJ) Retail sales, medium intensity.
(F) Automobile sales.	(U) Fitness center or health club.	(KK) Self storage facility.
(G) Automobile services.	(V) Health spa or day spa.	(LL) Semi tractor gas station.
(H) Bank machine or ATM drive-up.	(W) Hotel or motel.	(MM) Semi tractor wash.
(I) Bank machine or ATM walk-up.	(X) Ice cream shop.	(NN) Sports complex.
(J) Bank with drive-up window.	(Y) Kennel.	(OO) Technology park.
(K) Bank without drive-up window.	(Z) Movie theater.	(PP) Telecommunication facility.
(L) Bar or tavern.	(AA) Office, construction trade.	(QQ) Truck stop.
(M) Bowling alley.	(BB) Office, general.	(RR) Wind turbine system, large.
(N) Campground.	(CC) Office, medical.	(SS) Wind turbine system, small.
(O) Coffee shop.	(DD) Paintball facility.	
	(EE) Parking lot, independent.	

Site Photos



Aerial view of parcel looking Southwest



Aerial view of parcel looking Southeast

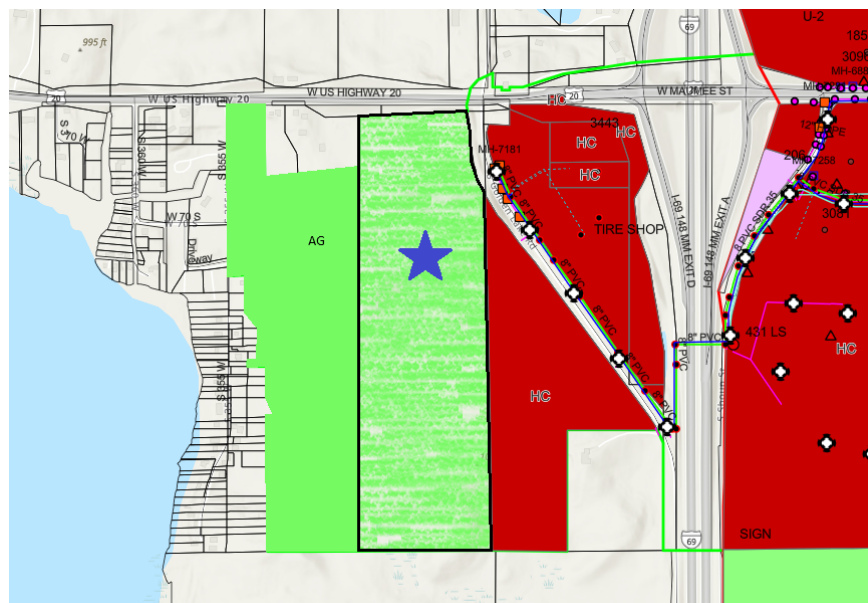


Aerial view of parcel looking Northeast

Contextual Zoning & Land Use

The property is currently zoned AG: Agricultural. Surrounding land uses include:

- North – EC: Environmental Control, zoned by Steuben County
- East – HC: Highway Commercial – Loves Truck Stop and I-69
- South – A: Agricultural, zoned by Steuben County
- West – AG: Agricultural (City Limits) and LR: Lake Residence, zoned by Steuben County



Comprehensive Plan

While the Comprehensive Plan Update does not include this parcel as part of Angola's City Limits, it is directly adjacent to HC: Highway Commercial and is anticipated to be classified as such in the next update.

Principle 1: Manage Community Form and Growth

- Objective 1.2 – Utilize the Land Classification Plan and Land Classification Plan Map as the foundation for zoning decisions.
- Objective 1.12 – Periodically evaluate the costs and benefits of expanding the city's corporate limits through annexation; especially the west side of the U.S. 20 interchange and north side of C.R. 200.

Principle 5: Promote Economic Vibrancy

- Objective 5.3 Ensure that shovel-ready sites are available for business and industrial growth.

Staff Plan Review

There were not any comments made by the staff on the Plan Review.

Public Input

No input has resulted from the public notices.

Staff Conclusion & Recommendations

In conclusion, staff are in support of the zoning map amendment. The amendment presents an opportunity for continued growth and development of an under-utilized area.

Vice-President Vrana then asked if there were any audience members that would like to speak. With no additional speakers, Vice-President Vrana then closed the public portion of the hearing. He then asked the Board one final time if they had any additional questions or comments, there were none.

Vice-President Vrana then asked for the Findings of Fact. Director Hicks informed the Board that Findings of Fact are not required for rezoning petitions. However, Indiana Code 36-7-4-602; 603; and 608 require the Plan Commission to “pay reasonable regard to”

1. The Comprehensive Plan;
2. Current conditions and the character of current structures and uses in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values through the jurisdiction; and
5. Responsible development and growth.

Director Hicks then informed the Board that the next step was to make a motion to either provide a favorable recommendation, an unfavorable recommendation, or no recommendation to the City Council. Vice-President Vrana then asked if there was such a motion. **Member Carpenter made a motion to make a favorable motion to the City Council, Member Peters seconded the motion. All members present were in favor, none opposed.**

Director Hicks then proceeded to the next case: 2025-PC-04002 Trine Pellegrino Student Design Center.

Member Cope recused herself from the next two cases, as she is a contract employee of Trine University. Director Hicks informed the Board that Member Cope may still speak as City Engineer to help answer any questions or provide any information.

Director Hicks then presented the case. The applicant was JICI, Ken Wilson on behalf of Trine University. The location is at 210 University Ave. It is currently zoned as (UV) University District. Legal Notice of the Public Hearing appeared in The Herald Republican on April 4, 2025. Fourteen (14) property owners within 300-ft of the project were sent notice on April 3, 2025. Applicable Code Provisions: Title 18: Unified Development Ordinance; Indiana Code: Development Plan 36-7-4-1400 Series. The property is not located within a floodplain, and Staff is recommending a Conditional Approval.

Director Hicks informed the Board that Trine University is seeking Development Plan Approval for a +/- 30,255-sf, two level addition to the west side of the original Best Hall building. Best Hall was constructed in 1960, with two building additions added, one in 2016 and one in 2022. According to the application, this new addition, called Pellegrino Student Design Center, will house various labs that students will utilize to create, build and test full size models in a variety of mediums. The main floor will be 14,780 sf and the lower level will be 15,475 sf. The façade will match the existing building materials with masonry, glass and metal panels. The height of the new addition will not exceed the current building. An application was submitted by Trine and approved by the Board of Zoning Appeals on March 24th, for a 2-foot encroachment into the west side yard setback and into the railroad right of way.

ORDINANCE NO. 1774-2025

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,
TITLE 13 PUBLIC SERVICES, CHAPTER 13.15 STORMWATER
MANAGEMENT**

BE IT ORDAINED by the Common Council of the City of Angola, Indiana that the Angola Municipal Code, Title 13 Public Services, Chapter 13.15 Stormwater Management is amended by the text of existing provisions in this style type, additions in **this style type**, and deletions ~~this style type~~:

Section 1. 13-15-740 REVIEW PROCESS AND APPROVAL is amended to read as follows:

- (A) Design plans, technical information, and the SWPPP with post-construction stormwater quality measures shall be submitted per the application process in § 13-15-300 et seq. The post-construction SWPPP shall include the requirements identified in the City of Angola Stormwater Technical Standards Manual.
- (B) It will be the responsibility of the project site owner to ensure proper construction and installation of all stormwater BMPs in compliance with this chapter, the City of Angola Stormwater Technical Standards Manual, the terms and conditions of the approved Site Improvement Permit, and CSGP.
- (C) The project site owner and the City of Angola will execute a stormwater management/BMP facilities agreement as a condition of approval for the project site owner's stormwater pollution prevention plan. The standard agreement forms are available from the City of Angola municipal separate storm sewer system (MS4) coordinator. The forms shall be executed by the project site owner and submitted with the stormwater pollution prevention plan. **The signed and approved agreement shall be recorded with the property by the County Recorder's office. The cost of recordation will be billed to project site owner.**

Section 2. 13-15-750 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING is amended to read as follows:

(A) *Inspection by the City of Angola.*

- (1) After the approval of the Site Improvement Permit by the City of Angola and the commencement of construction activities, the City of Angola has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this chapter, the Stormwater Technical Standards, and the terms and conditions of the CSGP.
- (2) The City of Angola has the authority to perform or require inspections of all public or privately owned stormwater quality facilities.

(B) *Owner operation and maintenance.*

- (1) An O&M Manual shall be prepared and submitted for approval in accordance with

ORDINANCE NO. 1774-2025

§ 13-15-340 of this chapter and must include the required information detailed in the City of Angola Stormwater Technical Standards Manual. **The signed and approved O&M Manual shall be recorded with the property by the County Recorder's office. The cost of recordation will be billed to project site owner.**

- (2) Following construction completion, the operation, maintenance, and inspection of stormwater quality BMPs shall be the long-term responsibility of the owner of the stormwater quality BMP.
 - (3) Stormwater quality facilities shall be maintained in good condition, in accordance with operation and maintenance manual approved under the Site Improvement Permit, and shall not be subsequently altered, revised or replaced without the approval of the City of Angola.
 - (4) The owner of stormwater quality facilities shall be responsible for inspections that evaluate physical conditions, available treatment capacity, and the operational condition of the stormwater quality BMP(s) in accordance with the O&M Manual. Requirements of the O&M Manual shall not be altered without approval from the City of Angola.
 - (5) If deficiencies are found during an inspection by the City of Angola, the owner of the facility will be notified by the City of Angola and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the City of Angola will undertake the work and collect from the owner using lien rights if necessary.
- (D) Inspection reports and documentation records must be maintained by the owner for a period of 5 years and produced upon request by City of Angola personnel within forty-eight (48) hours of the request.

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 May 2025 by the vote of ____ ayes and ____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

ORDINANCE NO. 1774-2025

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 May 2025.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of May 2025.

David B. Martin, Mayor

ORDINANCE NO. 1775-2025

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA REDEVELOPMENT GENERAL FUND**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

Section 1. Be it ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named for the purpose specified, subject to laws governing the same;

	<u>Amount Requested</u>	<u>Amount Approved</u>
Redevelopment General Fund		
Services and Charges	<u>\$ 200,000</u>	<u> </u>
Total	<u>\$ 200,000</u>	

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval of the Mayor, and approval of the Department of Local Government Finance, if applicable.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of May 2025 by the vote of _____ ayes and _____ nays.

David B. Martin, 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 May 2025.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of May 2025.

ORDINANCE NO. 1775-2025

David B. Martin, Mayor



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

2024 PAY 2025

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(i))
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 WEST COMMONS LLC		County STEUBEN
Address of Taxpayer (number and street, city, state, and ZIP code) 3225 S HOYT AVE., MUNCIE IN 47302		DLGF Taxing District Number 76-012
Name of Contact Person TYLER W RIDGE II	Telephone Number (765) 282-3778	Email Address TW@RIDGECORPORATION.COM
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body WEST COMMONS	Resolution Number 2022-035 831	Estimated Start Date (month, day, year) MARCH 2023
Location of Property 115-125 N. MCKINLEY ST., & 1210 W. MAUMEE ST., ANGOLA IN 46703		Actual Start Date (month, day, year) JUNE 2023
Description of Real Property Improvements SEE ATTACHED STATEMENT		Estimated Completion Date (month, day, year) JULY 2025
		Actual Completion Date (month, day, year) AUG 29, 2025
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees		
Salaries		
Number of Employees Retained		
Salaries		
Number of Additional Employees	5	2
Salaries	65,000	59,920
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 1,355,000	\$
Plus: Values of Proposed Project	\$ 10,450,184	\$
Less: Values of Any Property Being Replaced	\$ 1,355,000	\$
Net Values Upon Completion of Project	\$ 10,450,184	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 1,355,000	\$
Plus: Values of Proposed Project	\$ 11,730,118	\$
Less: Values of Any Property Being Replaced	\$ 1,355,000	\$
Net Values Upon Completion of Project	\$ 11,730,118	\$
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>Tyler W. Ridge II</i>	Title Member	Date Signed (month, day, year) 04/01/2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 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, including 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, 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) April 21, 2025
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) April 21, 2025	
Attested By	Designating Body Common Council
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 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.	

Description of Real Property Improvements:

Demolished (3) existing structures and in the process of building a new, 3-story building inclusive of (90) market rate units with interior bike storage, mail center, fitness center, leasing office, conference rooms, community room, covered patio, and exterior dog park. The building is approximately 80,000 square feet.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)
Prescribed by the Department of Local Government Finance

2025 PAY 2026

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. 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).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Enterprise Pointe, L.P.		County Steuben
Address of Taxpayer (number and street, city, state and ZIP code) 227 E Washington Blvd Fort Wayne IN 46802		DLGF Taxing District Number 012
Name of Contact Person Stephen T. Hoffman	Telephone Number (260) 399-410	Email Address hugh@kellerdev.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Angola	Resolution Number 2018-735	Estimated Start Date (month, day, year) 04/01/2020
Location of Property 907 S. Wayne Street Angola IN 46703		Actual Start Date (month, day, year) 04/01/2020
Description of Real Property Improvements: See attached		Estimated Completion Date (month, day, year) 04/01/2021
Actual Completion Date (month, day, year) 07/26/2021		
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees		
Salaries		
Number of Employees Retained		
Salaries		
Number of Additional Employees	2	2
Salaries	39,000	73,484
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project		883,000
Plus: Values of Proposed Project	5,855,000	
Less: Values of Any Property Being Replaced	374,000	
Net Values Upon Completion of Project	5,481,000	883,000
ACTUAL	COST	ASSESSED VALUE
Values Before Project		
Plus: Values of Proposed Project	6,187,230	2,233,600 *
Less: Values of Any Property Being Replaced	375,000	
Net Values Upon Completion of Project	5,812,230	2,233,600
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 Robert H. Mosser, CPA	Title Agent of Owners	Date Signed (month, day, year) 4/11/2025

* Using AV from 2024 Form 11.
2025 Form 11 not yet received.

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

Name of taxpayer

Enterprise Pointe, L.P.

SECTION 2

LOCATION AND DESCRIPTION OF PROPERTY

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

Demolition of vacant or underutilized existing structures and the new construction of a 50 unit multi-family affordable housing development utilizing the Low-Income Housing Tax Credit program available through Indiana Housing and Community Development Authority. The development will also include a new co-working building that will be leased back to the Steuben County EDC.

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 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, including 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, 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) April 21, 2025
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) April 21, 2025	
Attested By	Designating Body Common Council
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 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)

Presented by the Department of Local Government Finance

2018 Abatement

PRIVACY NOTICE

This information is confidential and its disclosure pursuant to IC 6-1.1-12 is prohibited.

FORM CF-1/PP

2025 Pay 2026

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 per 6-1.1-12.1.5.10.
2. This form must be filed with the Form 103 FRA Schedule of Deduction from Assessed Value before January 1, 2026. It is a filing extension under IC 6-1.1-1.3 has been granted. A person who obtains a filing extension must file before January 1, 2026 and must indicate this date of each year.
3. With the approval of the designating body, compliance information for multiple projects may be combined as a single compliance example.

SECTION 1 TAXPAYER INFORMATION									
Name of Taxpayer R. R. Donnelley Inc.						County Stearns			
Address of Taxpayer (number and street, city, state, and ZIP code) 611 W. Mill St., Angola, IN 46703						City Angola, Indiana 46703			
Name of Contact Person Berton Leach				Telephone Number (608) 558-0396		E-mail Address berton.leach@angola.in			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of Designating Body Common Council City of Angola				Resolution Number 2018-725		Entry into Effect Date (month, day, year) Feb 1, 2018			
Location of Property 611 W. Mill St., Angola, IN 46703						Actual Date of Project (month, day, year) April 1, 2018			
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired One new automated turret rewinder for running large diameter rolls etc.						Actual Date of Project (month, day, year) April 1, 2018			
						Actual Date of Project (month, day, year) June 1, 2018			
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1		ACTUAL			
Current Number of Employees				180		65			
Salaries				\$8,264,000		\$3,786,100			
Number of Employees Retained				180		105			
Salaries				\$8,264,000		\$3,786,100			
Number of Additional Employees				3		0			
Salaries				\$137,000		\$522,100			
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		\$ 35,404,689	\$ 10,312,526	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project		\$ 1,378,746	\$ 1,240,873	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced		\$ 633,558	\$ 83,355	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project		\$ 36,149,777	\$ 11,469,844	\$	\$	\$	\$	\$	\$
ACTUAL		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project		\$ 34,894,631	\$ 10,267,651	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project		\$ 1,378,845	\$ 330,899	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced		\$ 633,558	\$ 190,070	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project		\$ 35,639,918	\$ 10,398,380	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is considered 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 Authorized Agent		Date (month, day, year) 4-12-25	

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, including 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 a 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 a reasonable effort to comply, 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) April 21, 2025
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 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.

Clear Heights Construction, LLC.

6686 Wilson Ave. S.W.

Grandville, MI 49418

chconstructionmi@gmail.com

Fax# (616) 805-5385

Cell# (616) 437-7943

COMPANY: CITY OF ANGOLA STREET DEPARTMENT						CONTACT: CHAD RITTER		
ADDRESS: 210 W. MILL ST., ANGOLA, IN 46703						TITLE: STREET COMMISSIONER		
PACKAGE: BRITESPAN ATLAS 80'-L8' x 80' SALT STORAGE BUILDING								
WIDTH	Length	SQ. FEET	COLOR	END 1	COLOR	DOORS	VENTS	PHONE: 616-940-4817
80	80	6,400	WHITE	YES	WHITE	NONE	(2) 4' x 4'	EMAIL: chritter@angolain.org
BRITESPAN BUILDINGS SOURCEWELL ID#: 071223-BRT				END 2	COLOR	DOOR	VENTS	
CITY OF ANGOLA SOURCEWELL ACCOUNT#: 119121				NO	-	-	-	

TOTAL: \$ 379,366.00

In consideration of the mutual promises contained herein and on the terms and conditions hereinafter set forth, the parties agree as follows.

**1. Definitions:**

As used in this agreement, the following terms shall be followed unless clearly indicated to the contrary have the following meanings:

SCOPE OF WORK:	QTY
Provide and Install: Britespan Atlas 80'-L8' x 80' structure - (6) hot-dip galvanized trusses @ 16' OC as per drawings.	6400 s.f.
Provide and Install: 80' Fabric end wall w. (4) hot-dip galvanized HSS framing columns as per drawings.	1
Provide and Install: 4' x 4' galvanized end wall shutters with 3" x 3" galvanized framing in end wall as per drawings.	2
Provide and Install: All-inclusive fabric termination with galvanized steel pipe terminating approx. 4' above finished floor on all 3 sides of structure.	240 l.f.
Provide and Install: 12 5/8" diameter x 21' depth helical piers to support building trusses as per drawings. Pile cap will be approximately 20" x 20".	12
Provide and Install: 4 1/2" diameter x 18' depth helical piers to support end wall columns as per drawings. Pile cap will be approximately 20" x 20".	4
Note: Pile caps will be coated with gray cold galvanizing spray to resist corrosion.	
Note: As noted in the geo-technical report provided by Patriot Engineering dated 7/16/24, there is a possibility of refusal due to buried debris and the depth of suitable soils. If obstructions are encountered that limit the advancement of any pier, extraction and reinstallation will be billed at an hourly rate of \$300.00 / hr. In any case, this situation will result in a change order to solve the problem.	
Provide and Install: Building trusses will be bolted to the pile caps with stainless steel bolts if possible. Otherwise, the trusses will be welded to the pile cap.	12
Provide and Install: 12' pre-cast concrete panels to retain salt pile as per drawings.	216 l.f.
Provide and Install: High-bay LED lights on motion sensors on interior of structure as per drawings.	4
Provide and Install: Wall-pack LED light on a photo eye at building entrance as per drawings.	1
Provide and Install: GFI plug and power panel exterior of structure on West side as per drawings.	1
Provide: Plans for building structure sealed by licensed IN PE.	1
Provide: Plans for building foundation sealed by licensed IN PE.	1
Provide: Freight to site in Angola, IN	1
Warranty: Trusses, bolts, purlins, and end wall columns to be hot-dip galvanized to ASTM-123 post fabrication, and fabric to be ELITE high-density polyethylene @ 13.5 oz. / sq. yd. with a 25-year warranty.	
EXCLUSIONS: Building permits & fees, excavation, site work, bollards, surveys, civil engineering, plumbing, HVAC, electrical feed to building from existing power source, fill/gravel/asphalt for floor, prevailing wage, union wage, IN state sales tax, soil testing, bonds for performance or payment, prep site for precast panels / helical piers.	

CLEAR HEIGHTS CONSTRUCTION sells to the Contractee the product on the terms and conditions contained herein.

2. General Sales Conditions:**a. The price of the product, installation, & freight due by the Contractee to CLEAR HEIGHTS CONSTRUCTION. is \$ 379,366.00**

Unless any exception is authorized by CLEAR HEIGHTS CONSTRUCTION in writing, the following conditions are the only ones applicable to the exclusion of any clauses or conditions stated in letters or other documents issued by our correspondence:

CLEAR HEIGHTS CONSTRUCTION reserves the right to adjust the price contemplated in this agreement to reflect the impact of any tariffs, duties, or similar governmental charges. The contracted amount of \$379,366.00 includes a \$32,000.00 tariff charge reflecting the 25% import tariff and 25% steel / aluminum tariff on Canadian goods currently in effect as of 3/17/2025. Should CLEAR HEIGHTS CONSTRUCTION receive any reduction in tariff related costs directly related to this project, such costs will be credited to the city at the end of the project.

b. Delivery Terms:

F.O.B. Site. All fees and permits are the responsibility of the Contractee.

Customer responsibility:

- 1) Building permits & fees
- 2) Surveys, geotechnical requirements, civil engineering, site work, excavation
- 3) Level site with firm ground for manlifts & other equipment and site to be clear during installation
- 4) Main electrical feed to building with all related trenching, materials, and labor.
- 5) Bollards to protect building from impact of trucks / loaders
- 6) Prepare site for installation of pre-cast concrete panels
- 7) Provide tax exemption form if applicable
- 8) Provide insurance on delivered products
- 9) Provide any required construction fencing / security measures to prevent public access.
- 10) Clearly mark all site utilities in area of construction

Payment Terms:

Customer Payment Schedule: 35% deposit due upon placing order, 35% upon completion of helical piers, and 30% upon completion.

CONDITION OF SALE: The building components remain the property of CLEAR HEIGHTS CONSTRUCTION until it & associated labor & materials are completely paid for. In the event of payment default, the vendor shall have the right to enter on the premises of the purchaser and retrieve the components. 1.5% per month will be charged on all over due accounts.

Amt. of Deposit Check:	\$132,778.10	Check Number: _____	Date of Check: _____
Draw #2	\$132,778.10	Check Number: _____	Date of Check: _____
		Check Number: _____	Date of Check: _____
		Check Number: _____	Date of Check: _____
Final Check:	<u>\$113,809.80</u>	Check Number: _____	Date of Check: _____
	\$379,366.00		

- 1.) The quote above is subject to change or adjustment prior to both the buyer and seller signing their approval, and acceptance of CLEAR HEIGHTS CONSTRUCTION
- 2.) This contract is the sole expression between the parties and no other agreements, written or verbal, shall be enforceable unless initialed by both parties and attached hereto.

d. Supervision:

Union Labor does not apply to the improvements described above.

e. Change Orders to be done in writing with change order form and signed by Contractor and Contractee. Any cancelled orders will be subject to a 20% restocking fee.

f. Contractee shall procure adequate insurance for the product to insure against loss. The risk of loss from any casualty, damage or loss to the product, regardless of the cause, shall be on the Contractee once the product has been delivered to the building site. Any such casualty, damage or loss to the product shall not release the Contractee from obligation under this agreement.

g. Contractee shall provide 24-hour security at site.

h. ~~Contractee shall provide trash container on site for debris resulting from packaging and waste by product of our installation and shall be responsible for all costs associated with properly disposing of same.~~

i. CLEAR HEIGHTS CONSTRUCTION shall provide structural load information to Contractee.

j. Contractee shall be responsible for bringing utilities to the site and for the installation/connection of heating system and all electrical systems, including lights. Connection of heating system includes all necessary inside and outside ductwork. Contractees shall have all site utilities clearly marked.

k. Contractee shall provide access to work site. CLEAR HEIGHTS CONSTRUCTION shall not be responsible for grass damage to surrounding areas around work site. Contractee is responsible to provide protection to existing surfaces if necessary as CLEAR HEIGHTS CONSTRUCTION will drive large, hydraulic wheeled vehicles. CLEAR HEIGHTS CONSTRUCTION contracted installation price is based on site survey initiated by both parties. Any changes in the site conditions will constitute a Change Order. All Change Orders will be signed by both parties before further work commences.

l. Contractee understands that CLEAR HEIGHTS CONSTRUCTION purchases the building which is the subject of this agreement from building manufacturer. Delivery of building materials is subject to the building manufacturer's schedule and production capacity. Contractee hereby waives any claim it may have against CLEAR HEIGHTS CONSTRUCTION if delivery is delayed beyond the date contemplated in this agreement, through no fault of CLEAR HEIGHTS CONSTRUCTION.

m. It is understood that the Contractee shall have no claim against CLEAR HEIGHTS CONSTRUCTION in respect of any materials supplied or work done unless such claim is made in writing to CLEAR HEIGHTS CONSTRUCTION within 12 months of completion.

In any case, the Contractee has to notify in writing within a reasonable amount of time after any failure is apparent or ought to be apparent.

CLEAR HEIGHTS CONSTRUCTION'S liability does not cover defects arising from faulty maintenance or repair carried out by a person other than Clear Heights or from alterations carried out without CLEAR HEIGHTS CONSTRUCTION consent in writing, nor does it cover normal deterioration.

DRILLING INTO THE FRAME STRUCTURE IS STRICTLY FORBIDDEN UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM CLEAR HEIGHTS CONSTRUCTION.

Before Contractee becomes entitled to claim liquidated damages or to reject the product CLEAR HEIGHTS CONSTRUCTION is to be given reasonable time and opportunity to rectify their performance.

3. Miscellaneous

Any notice required under this agreement shall be made in writing by registered mail to CLEAR HEIGHTS CONSTRUCTION and to Contractee at their respective addresses referenced above or as subsequently changed by notice duly given.

4. Litigation

This agreement shall be governed by the laws of the State of Indiana. The parties hereto shall attempt to settle any dispute arising out of or relation to this agreement in an amicable way.

IN WITNESS WHEREOF CLEAR HEIGHTS CONSTRUCTION AND CONTRACTEE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN DUPLICATE BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS ON THE DATE OF:

Date: _____

CLEAR HEIGHTS CONSTRUCTION, LLC.

Signature

Jacob Dykstra

NAME

Signature

NAME

WITNESS

WITNESS

THIS DRAWING IS THE PROPERTY OF CHC AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.



CHC ENGINEERING, INC.
2000 W. 10TH AVE.
GRANDVILLE, OH 43031

CUSTOMER: CITY OF ANGOLA
STREET DEPARTMENT
PROJECT NAME: SALT STORAGE BLDG.
LOCATION: 210 W. MILL ST.,
ANGOLA, IN 46703
STUBEN COUNTY
DRAWING: 25-K-0009
STAMP:

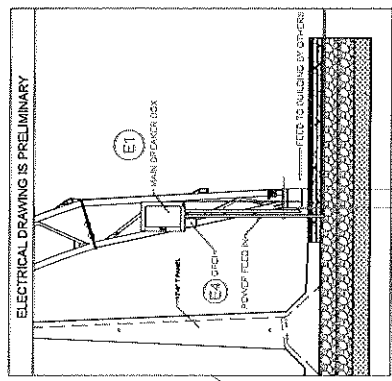
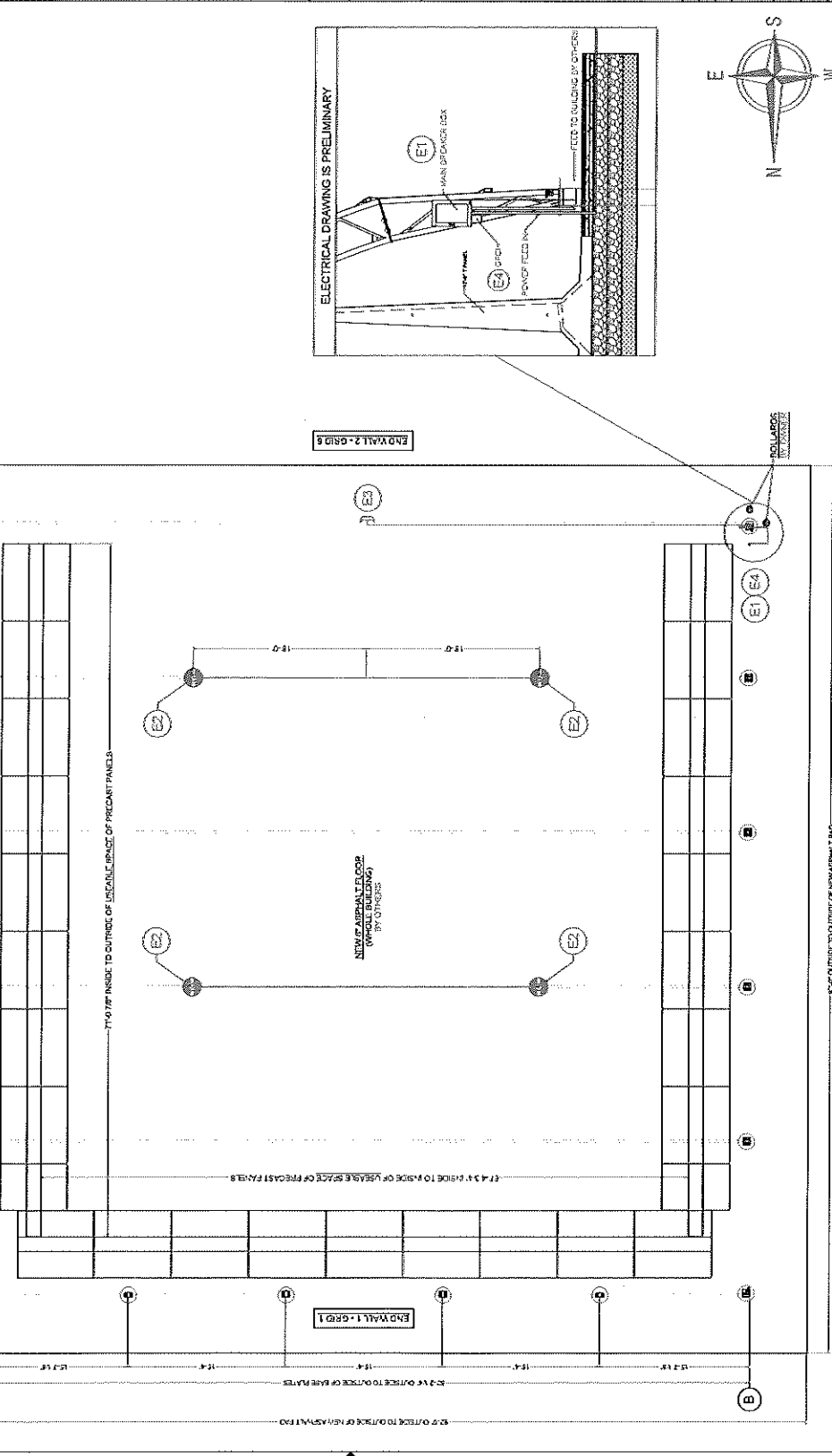
STRUCTURE TYPE: ATLAS 24.1
STRUCTURE SIZE: 80'-1.8" X 80'
REV. DATE DESCRIPTION
1 3/1/2025 R0 SET DRAWINGS
2 4/1/2025 PRELIMINARY DRAWINGS
3 4/1/2025 R0 SET DRAWINGS

DRAWN BY: KTR 3/14/2025
CHECKED BY:
APPROVED BY:

DESCRIPTION: BUILDING FLOOR PLAN
DRAWING: A-1
SHEET: 3 OF 7
REVISION: 1

DETAIL	ELECTRICAL KEY	DESCRIPTION	QTY
E1	New Main Breaker Electric Panel, Attach panel to new building.	Run New Power Feed - by Others.	1
E2	JTBL, 1N1M Light Fixture - Motion Detector.		4
E3	LED Wall pack @ Trash Rack - On a Photo Eye - Switched		1
E4	LED Wall pack @ Trash Rack - On a Photo Eye - Switched		1

COLLARS AT CORNERS
AT CORNERS



THIS DRAWING IS THE PROPERTY OF CHC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM CHC.



CHC CORPORATION
1000 WILSON AVE. SUITE 200
CHICAGO, IL 60606

CUSTOMER:
CITY OF ANGOLA
STREET DEPARTMENT

PROJECT NAME:
SALT STORAGE BLDG.

LOCATION:
210 W. MILL ST.,
ANGOLA IN 46703
STEELE COUNTY

DRAWING:
25-K-0009

0.0 AMP.

PRELIMINARY

STRUCTURE TYPE:
ATLAS 24.1
STRUCTURAL SIZE:
80'-1.8" X 80'

REV	DATE	DESCRIPTION
1	3/1/2023	BC SET DRAWINGS
2	3/1/2023	PRELIMINARY PAGES

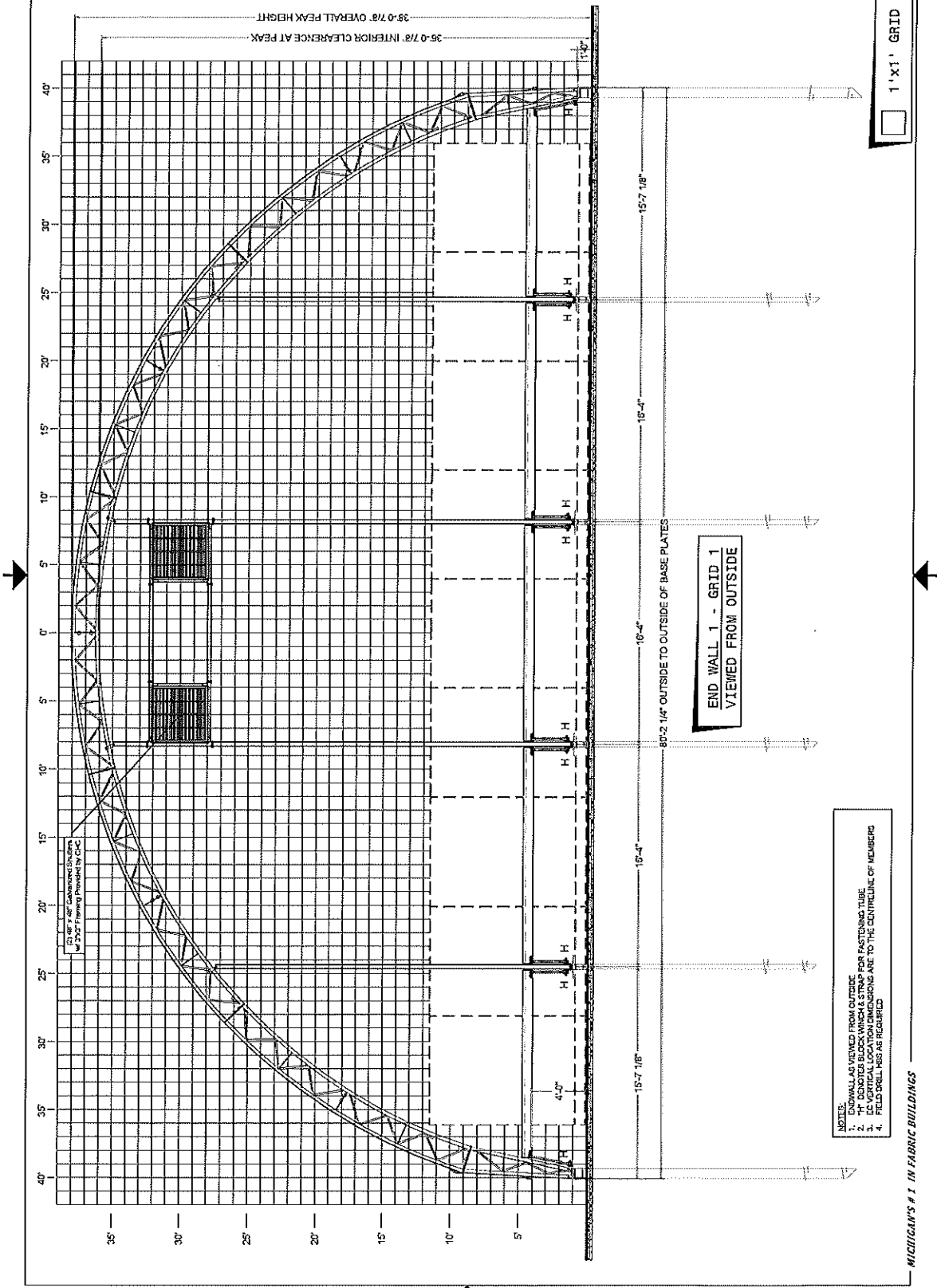
DRAWN BY: KTK 3/14/2023
CHECKED BY:
APPROVED BY:

END WALL 1 - ELEV.

DRAWING: A-2

SHEET: 4 OF 7

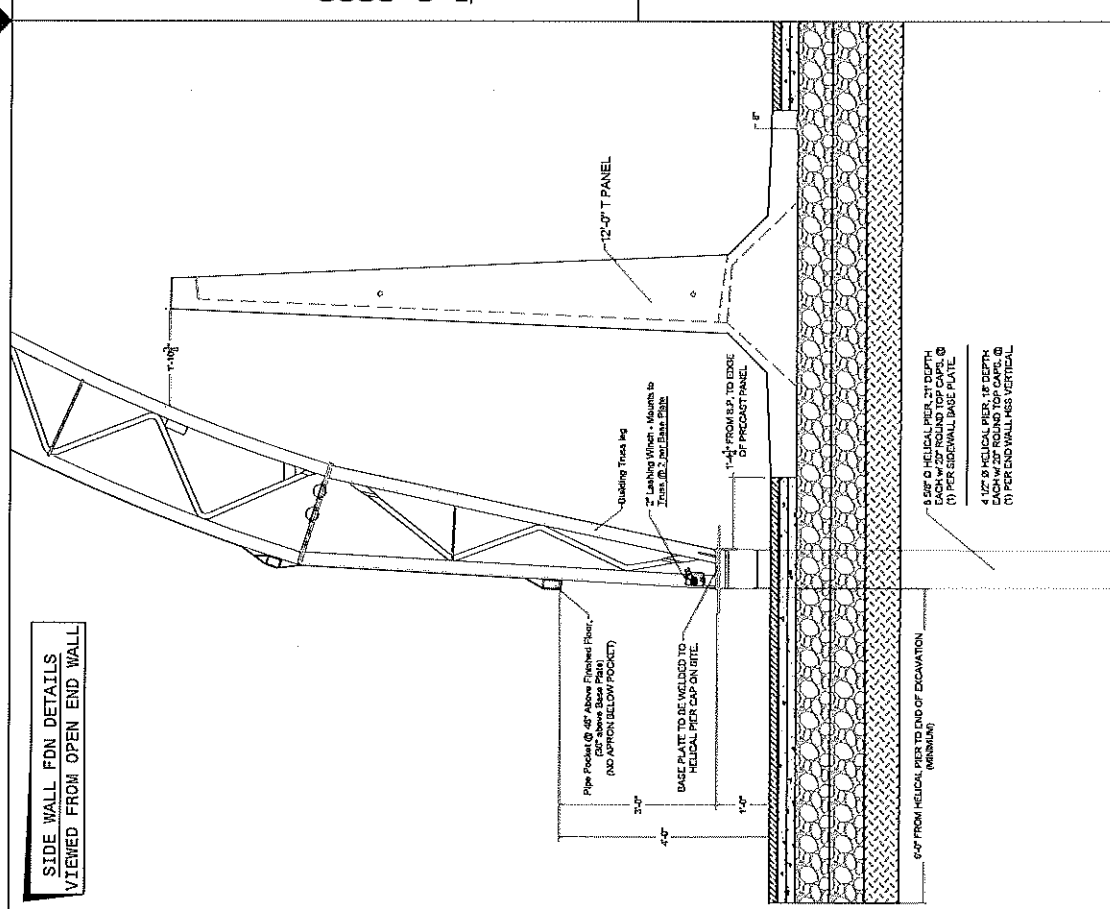
REVISION: 1



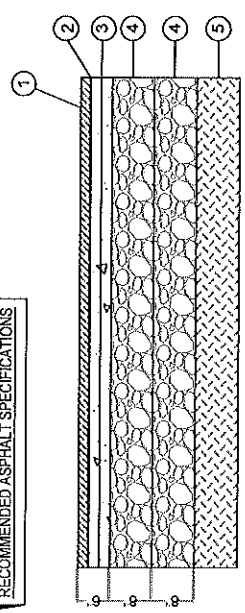
- NOTES:
1. ENDWALL AS VIEWED FROM OUTSIDE
 2. EXISTING BLOCK WHICH IS STAY FOR PASTORING TUBE
 3. TO BE REMOVED AND REPLACED WITH NEW BLOCKS
 4. FIELD DRAINAGE AS REQUIRED

MICHIGAN'S # 1 IN FABRIC BUILDINGS

SIDE WALL FDN DETAILS
VIEWED FROM OPEN END WALL



RECOMMENDED ASPHALT SPECIFICATIONS



- (1). TOP: 2" MDOT SEMI BITUMINOUS, (OR SIMILAR) WEARING COURSE.
- (2). BOND COAT BETWEEN TOP & BASE COURSE.
- (3). 4" MDOT 4EML BITUMINOUS, (OR SIMILAR) LEVELING COURSE. (TWO EQUAL LIFTS)
- (4). 16" LIMESTONE DENSE-GRADED AGGREGATE 1 1/2" PIECES OF CRUSHED STONE DOWN TO CRUSHER DUST. (TWO EQUAL LIFTS)
- (5). UNDISTURBED NATIVE SOILS BELOW.

NOTE: ASPHALT SPECS ARE FROM MDOT. AN INDOT EQUIVALENT SHOULD BE SELECTED.

TOTAL ASPHALT THICKNESS = 6"

ASPHALT & SITE WORK . BY OTHERS

CHC

CHC CORPORATION
10000 W. 100TH AVE., SUITE 100
CHICAGO, IL 60648
TEL: 773.399.1000
WWW.CHCCORP.COM

CUSTOMER:
CITY OF ANGOLA
STREET DEPARTMENT

PROJECT NAME:
SALT STORAGE BLDG.

LOCATION:
210 W. MILL ST.
ANGOLA, IN 46703
STEEBEN COUNTY

DRAWING:
25-4-00009

D/APP:

STRUCTURE TYPE:
ATLAS 24.1

STRUCTURE SIZE:
80'-L8' X 80'

REV	DATE	DESCRIPTION
1	3/14/2005	BD SET DRAWINGS
2	3/17/2005	FEEDBACK / COMMENTS
3		
4		

DRAWN BY: KTK 3/14/2005

CHECKED BY:

APPROVED BY:

DESCRIPTION:

TERMINATION / FOUNDATION DETAILS

DRAWING: A-4

SHEET: 6 OF 7

REVISION: 1

PRELIMINARY

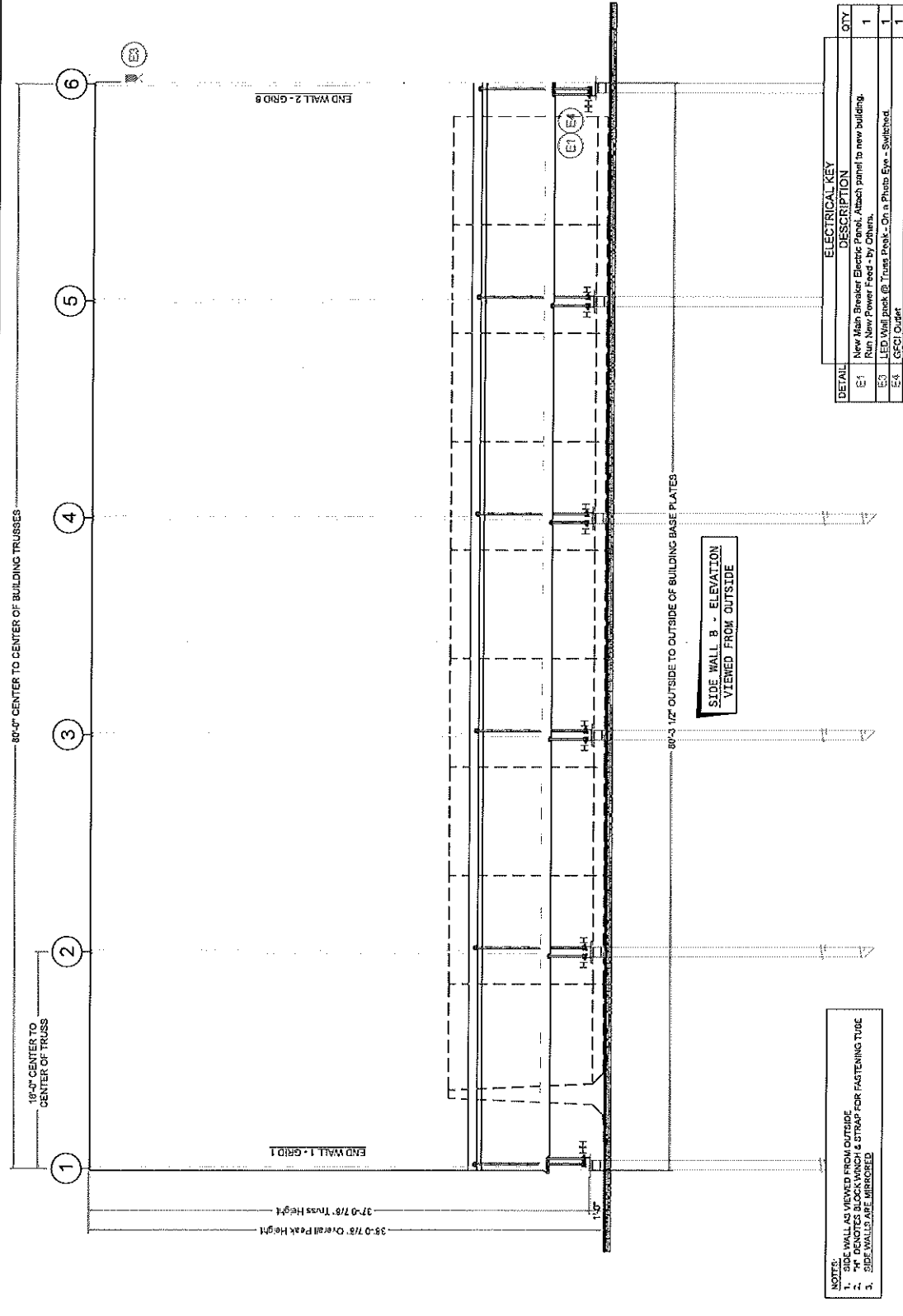
CHI

CLEAR HEIGHTS CONSTRUCTION, LLC
6816 WILSON AVE SW
GRANDVILLE MI 48418
800-737-1902

CUSTOMER:
CITY OF ANGOLA
STREET DEPARTMENT

PROJECT NAME: SALT STORAGE BUILDING

LOCATION: _____



— MICHIGAN'S # 1 IN FABRIC BUILDINGS —



UTILITY.

Client Service Agreement

INTRODUCTION

This "Service Agreement" defines the levels of service that **Angola Police Department** ("Client") will receive from Utility Associates, Inc. ("UA" or "Supplier").

Purpose

The Client depends on IT equipment, software and services (the "System") that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client's business.

This Service Agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the System.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This Service Agreement is between:

The Client:	The Supplier:
Angola Police Department	Utility Associates Inc.
202 W Gilmore St Angola, IN	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Chief Ken Whitmire 260-665-2121 kwhitmire@angola.org	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This Service Agreement begins on June 30, 2025 (the "Effective Date") and will run for the Term of the Service Agreement plus any extensions or renewals of such Service Agreement. The date indicated on an offer letter provided to Client by UA shall not function as an effective date.

It may be revised at any point by mutual written agreement of the parties, including if there are any changes to the Client's system.

Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with the written agreement of both the Client and Supplier. The System shall be licensed to the Client for the Term of this Service Agreement with a limited right to use the associated hardware and equipment through the Term of this Service Agreement. No other right, title, or interest in the associated hardware and/or equipment shall transfer to the Client.



UTILITY.

Item Type	Number of Items	Item Priority
ROCKET™ In-Car Video	20	1

Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This Service Agreement does not apply to:

- Any equipment, software, services or other parts of the System not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Service Agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the System's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update tasks**.
- The issue has been caused by **unsupported equipment, software or other services of the Client**.

This Service Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the System used by the Client. This Service Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided System as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a)



UTILITY.

organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Service Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.



UTILITY.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Service Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by written agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Service Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Service Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Service Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Service Agreement upon thirty (30) days written notice to UA. During the term of this Service Agreement, if UA upgrades the version of the Services Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.



UTILITY.

b. **Commitment.** Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 **Uniforms.** UA's Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the Service Agreement, UA will furnish the following allotments and services within 90 days of the Effective Date. Such allotments and services may no longer be available after the expiration of the 90-day period, subject to UA's discretion.

a. **Retrofits of existing uniforms.** A quantity of five (5) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. **Retrofits of Standard garment types.** Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear Service Agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. **Retrofits of Non-standard garment types.** Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. **Certification of local uniform resellers.** Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive Eos standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of Eos ready uniform retrofitting

1.2.1 **Uniform Retrofit Pricing Schedule.** Prices effective May 2023.



UTILITY.

a. Eos - standard garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, Eos Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, Eos Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	\$23
Spiewak	Carrier Vest Mount, Eos Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. Eos **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only



UTILITY.

Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement ("EULA"), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Service Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 Client Data Ownership and Retention. The System captures, generates and creates images, video and other related media ("Data"). Except as otherwise stated herein, Client shall retain all right, title and interest in Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client Data"). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data's date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data's or Client Data's capture, generation, or creation. Client's access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client's request for access. Any amendment or modification of this



UTILITY.

Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

- 2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System's Automated License Plate Reader ("ALPR") functionality shall be a separately defined and classified type of Data ("ALPR Data"). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client ALPR Data"). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client's ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data's date of generation or creation after which time ALPR Data shall be deleted.
- 2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client's state ("Other LEAs"). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client's state. Access to additional, out-of-state ALPR Data may be provided upon Client's request and Other LEA's acceptance.
- 2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs' ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client's ALPR Data and Client's access to Other LEAs' ALPR Data no later than five (5) business days after receipt of such notice from Client.
- 2.4.4 ALPR Data Indemnification. Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's sharing, use or access of ALPR Data in connection with its use of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the Service Agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA)



UTILITY.

Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Service Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR



UTILITY.

ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Service Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Service Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Service Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether



UTILITY.

disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Service Agreement and for a period of five (5) years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.



UTILITY

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Service Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional Five (5) year periods (each a "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Service Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Service Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Service Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Service Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Service Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in DeKalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS SERVICE AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Service Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate



UTILITY.

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Service Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 Severability. If any provision of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Service Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Service Agreement. This Service Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Service Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Service Agreement as of the date set forth below. All signed copies of this Service Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: _____



UTILITY.

Name:

Title:

Date:



UTILITY.

April 15, 2025

Chief Ken Whitmire
202 W Gilmore St
Angola, IN 46703

SUBJECT: Offer Letter

Dear Chief Ken Whitmire

Utility Associates, Inc. ("UA") is honored the Angola Police Department (your "Department") has selected UA to provide its Officers with UA's software and hardware solutions. UA takes great pride in its Law Enforcement Partnerships and looks forward to adding your Department to the growing family of first responders who have deployed UA's solutions – the industry's smartest technology for first responders.

Please allow this Offer Letter to serve notice that UA agrees to the following provisions as part of the Client Service Agreement that your Department intends to enter into with UA:

1. **Services Agreement Overview:**

- a. Twenty (20) ROCKET™ device packages to equip vehicles
- b. Term = Five (5) years from the Effective Date, as defined in the Client Service Agreement.
- c. Total price: covering the products and services specified in this Offer Letter - Includes a limited right to use all hardware products, software licenses, data storage and retrieval for data generated or captured through the hardware products and software identified herein, associated warranties, and technical support for a period of five (5) years for: \$219,200.00
- d. Attachment A - (Quote # 20250331-182648113) details of the scope of products and services included as well as associated pricing and quantities.

2. **Products and Services Included with the Offer:** During the Term, your Department shall receive and have access to the following products and services:

ROCKET™ Vehicle Video & Communications - Includes user licenses for POLARIS™, associated initial installation, training, and device configuration, warranty and technical support, and unlimited data storage and download for data captured or otherwise generated by ROCKET™ which shall be stored, maintained, and classified pursuant to your Department's policies.

Every ROCKET™ System (Qty.20) will be equipped with the following:

1. One (1) ROCKET™ High Speed Mobile Data Communications Hub
2. One (1) Front and One (1) Rear Passenger In-Car Video Camera
3. One (1) Battery Backup
4. One (1) ODBII interface connection
5. One (1) Wireless Microphone
6. Vehicle Trigger sensors to support Crash, Gun Rack, Speed, Light Bar, and Door Activation
7. Smart Redaction functionality in POLARIS™
8. Initial Installation, Validation, and Configuration – Onsite and Online Training Included



UTILITY.

3. **Additional Units – Post Client Service Agreement Execution:** Additional units, outside the scope of this Offer Letter, are subject to price increases, and will be quoted separately as requested of UA personnel.
- Additional services quoted subsequent to this Offer Letter are quoted in 5-year increments.
 - Services added, will extend the current term of the Client Service Agreement to the end term of the most recent services added, regardless of quantities secured. Per unit pricing (5 Year / 60 month term) for additional scope / add-ons are subject to the pricing breakout specified in the table below:

Per Unit Pricing for Additional Scope / Add Ons:	Quantity	Unit Price	Description
ROCKET™ (In Car Video and/or Communications)	1	\$13,000	ROCKET™ digital video system, in-car camera system, mobile router, vehicle automation triggers, cables, locker, POLARIS™, maintenance, support, configuration, and installation.
Remote Training (after initial implementation)	LOT	\$120	Per hour

4. **Deployment Services:** Your Department shall be capable of receiving UA hardware within 4-6 weeks of the Effective Date set forth in the Client Service Agreement and agrees to securely store all UA hardware until time of installation by UA or a UA approved third party. A charge for deinstallation of any pre-existing equipment is assessed at a minimum of \$200 per standard law enforcement vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations. Outside of the initial installation and implementation, any additional installation and implementation will be subject to the following Deployment Service charges and fees unless otherwise agreed by UA and your Department in writing.
- Hardware and Equipment install after initial installation and implementation
 - Charge of \$1,750 per day with two (2) day minimum required. *[UA does not guarantee installation and implementation timeframes.]*
 - Pre-existing Vehicle Equipment Removal: With Client's prior written authorization, UA may remove and de-install pre-existing equipment and/or hardware from Client's standard law enforcement vehicle.
5. **Client Service Agreement ("CSA"):**
- The Client Service Agreement asserts 99% uptime with 24/7 technical support. This includes after-hours callback on any issues requiring immediate attention. On/Off hour callbacks will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video and any troubleshooting needed while any users are on duty.
 - Details of the CSA are provided in Attachment (B).
6. **Terms and Options for Payment of Services:** In consideration of the potential partnership between UA and your Department, UA would like to extend the following special payment terms for a five-year service term.



UTILITY.

Installment Payment Schedule:

Payment 1: Due Upon Your Signature of CSA	\$25,000
Payment 2: January 1, 2026	\$68,680
Payment 3: Due Upon Year 2 Anniversary of Effective Date	\$43,840
Payment 4: Due Upon Year 3 Anniversary of Effective Date	\$43,840
Payment 5: Due Upon Year 4 Anniversary of Effective Date	\$43,840

Total: \$219,200

We are privileged to work with your Department on this project. Should you have any questions at any time, please feel free to call or email me at: 317-966-2333, Email: jtauberg@utility.com

Respectfully,

Julius Tauberg, Business Manager

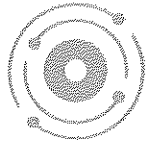
Offer Accepted by Authorized

Official of Department: _____

Title: _____

Date: _____

cc. Troy Bacon, Sales Director
Alyssa Ruff, General Manager
Michael Nark, President and CEO



UTILITY.

Angola Police Department (IN) - ICV W/Rockets

Angola Police Department (IN)

202 W Gilmore St
Angola, IN

Darrin Taylor

dtaylor@angolain.org
260-665-2121

Ken Whitmire

police@angolain.org
12606652121

Reference: 20250331-182648113

Quote created: March 31, 2025

Quote expires: July 31, 2025

Quote created by: Julius Tauberg

Business Manager

jtauberg@utility.com

+13179662333

Comments from Julius Tauberg

Utility is honored that the Angola Police Department (IN) has chosen the Utility BodyWorn solution for its officers. We are excited to partner with you to serve the community. Please accept this professional services agreement and proposal for review and consideration.

*The below items will service 20 Police Vehicles with Rocket Communications and In-car Video.

**The value on this quote covers all five years of the service agreement.

Products & Services

Model Number	Item & Description	Quantity	Unit Price	Total
IOTVID-H/S-4005	Rocket Communications and In-Car Video Bundle - 5YR In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training, 5 Year.	20	\$13,700.00	\$219,200.00 after 20% discount for 5 years
One-time subtotal				\$219,200.00 after \$54,800.00 discount
Total				\$219,200.00

Purchase terms

This offer includes unlimited storage for videos taken with our equipment, no licenses required, on-site training, and installation.

Signature

Signature

Date

Printed name

Payment Schedule

Name	Due	Amount
Payment 1	Due Upon Your Signature of CSA	\$25,000.00
Payment 2	January 1, 2026	\$62,680.00
Payment 3	Due Upon Year 2 Anniversary of Effective Date	\$43,840.00

Name	Due	Amount
Payment 4	Due Upon Year 3 Anniversary of Effective Date	\$43,840.00
Payment 5	Due Upon Year 4 Anniversary of Effective Date	\$43,840.00

Questions? Contact me



Julius Tauberg
 Business Manager
jtauberg@utility.com
 +13179662333

Utility, Inc.
 250 E. Ponce de Leon Ave
 Suite 700
 Decatur, GA 30030
 US



City of Angola

Office of Economic Development and Planning
210 N. Public Sq. - Angola City Hall 2nd Floor
Angola, IN 46703

(260) 665-7465

email:

adaglow@angolain.org

website:

www.angolain.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 255 Public Square
Name of Applicant: Angola Masonic Lodge #236
Mailing Address: 708 Bluffview Dr
Phone: 260-316-1041 Email: Moore.brant@gmail.com
Business Name: _____
Federal Tax ID #: _____

Your relationship to the project: _____ Business Owner _____ Contractor ☒ Property Owner

If not the property owner, enter the owner's name and information below.

(See Property Information and Ownership Verification Form attached)

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

Has this site previously received an improvement grant from the City of Angola? ☒ Yes _____ No
If yes, list the dollar amount & year received. \$ 5,000 Year: '18, '19, '22
Are property taxes current? ☒ Yes _____ No

Include below a complete description of the proposed facade improvements.

Applications must include a photograph of the property in its current condition, plans drawn to scale, photographic rendering, samples of paint colors and materials to be used and the project budget.

Description of Project:

Side Door Replacement

- *Demo existing side double door and radius window
- *Install new dark bronze anodized aluminum double door with radius top window
- *Door to be (2) 30"x84" narrow stile doors, standard locking with push/pull hardware, butt hinges, standard closers, threshold, and bottom sweeps.
- *Radius top window to have (4) verticals to match existing frame
- *Glazing to be 1" clear tempered insulating glass
- *Finish interior as needed

I,

City of Angola Façade Grant Program



CITY OF ANGOLA FAÇADE GRANT PROGRAM

PROPERTY INFORMATION AND OWNERSHIP VERIFICATION FORM

This form must be notarized.

GRANT PROJECT LOCATION

Address: 35 S Public Square Angola, IN 46703

APPLICANT INFORMATION

Name of Applicant: Angola Masonic Lodge #236

Address: _____

Telephone Number: 210) 316 - 1041 Email Address: moore.brant@gmail.com

PROPERTY OWNER NAME (if different than applicant):

Name of Owner: _____

Address: _____

Telephone Number: (____) _____ - _____ Email Address: _____

PROPERTY OWNER VERIFICATION

As the legal deeded owner of the above property, I hereby grant authorization to complete the façade and/or improvements as indicated in this application.

Brant Moore

Printed Name of Property Owner(s)

March 14, 2025

Date

Brant Moore

Signature of Property Owner(s)

March 14, 2025

Date

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION (continued)

Date of proposed start: June Date of initial building inspection: _____
Date of proposed completion: September
Estimated cost of improvement: \$ 16,761.00
Amount of funding requested: \$ 8,382.00

Name of Contractor and Business Name: Wagler Associates
Address: ~~422~~ 1211 Wohler Street Angola
Phone: 665-9246 Email: _____

I understand that local and or state permits must be obtained prior to starting the project.
I understand and have read the Façade Program Guidelines and that in order for the request of project funds to be approved I must follow the guidelines of the City of Angola, the City of Angola Common Council and reviewed by the City of Angola's Historic Preservation Commission.

Name of Applicant (Printed): Angola Masonic Lodge Brant Moore
Applicant Signature: Brant Moore Date: March 14, 2025

Completed application and forms can be mailed, emailed or delivered to :

The City of Angola
Office of Economic Development and Planning
210 N Public Square
Angola, IN 46703
ph: 260-665-7465
email: adaglow@angolain.org
website: www.angolain.org

For office use:

Date passed by Angola Common Council: _____



Council Approved Amount _____
For office use only

CITY OF ANGOLA FAÇADE GRANT AGREEMENT

WHEREAS, the undersigned are the Owners of a building or structure located within the City of Angola ("City");
WHEREAS, the City has been designated by the City of Angola Common Council as an urban area in need of economic revitalization;
WHEREAS, the City has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;
WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the City of Angola Common Council.

IN CONSIDERATION THEREOF, this 11th day of April 2025, Masonic Lodge #236 ("Owner"),
and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED

For purposes of this Agreement, "Owner" shall mean the Owner of the property hereinafter known as:

(INSERT PROPERTY ADDRESS) 35 S Public Square

SECTION 2: CONSIDERATION AND SCOPE

Owner shall cause improvements to the public way and City shall grant money to the Owner for said enhancement and rehabilitation activities in a sum not to exceed \$10,000.

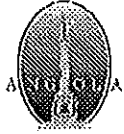
The parties expressly agree that improvements and rehabilitation activities undertaken under the terms of this Agreement are expressly for the betterment of the City of Angola. The parties hereto further agree that any improvement or activity contemplated by this Agreement is for the improvement of public spaces and/or works.

SECTION 3: CONTRACT DOCUMENTS

The following Documents are attached hereto and hereinafter incorporated by reference:

- a. This Agreement;
- b. Copy of the Recorded Property Deed;
- c. Grant Application;
- d. Description of Work;
- e. General Conditions/Specifications;
- f. Special Instructions (if any);
- g. Contract Addenda (if any).
- h. Evidence of Insurance from property owner/tenant/contractor

This Agreement, together with other documents enumerated in this Section shall comprise the entirety of the Contract between the parties. All prior documents, negotiations or correspondence are to be considered as merged fully into this document.



CITY OF ANGOLA FAÇADE GRANT PROGRAM

Notarization of Property Information and Ownership Verification

ADDRESS OF PROPERTY: 355 Public Square

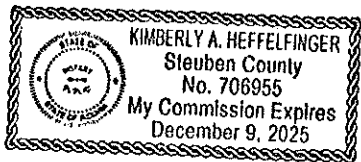
State of Indiana, County of Steuben being duly sworn deposes

and says that he/she is the owner of the property above named, that he/she has read and understood all the information contained herein and that all answers and statements contained in this form are true.

[Signature]
Signature of Owner

Subscribed and sworn before me this 17th day of March, 20 25

Resident of Steuben County



[Signature]
Signature of Notary Public

Kimberly A. Heffelfinger
Printed Name

12/9/25
My commission expires:

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

- a. The City shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.
- b. Owner may not use City funds for any of the following items:
 - i. Interior Improvements;
 - ii. Additions to existing structures;
 - iii. Sidewalks;
 - iv. Purchase of furnishings, equipment or other personal property
 - v. Improvements completed or in progress prior to notification of approval;
 - vi. Repair or creation of features not compatible with original architecture.

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

The parties agree that City funds used to purchase and/or otherwise finance exterior improvements to the above described real estate are considered permanent in nature and will remain with the subject property, even in the event of sale by Owner to a third-party.

Owner may not remove, dispose of or otherwise procure the absence of any fixture or improvement financed with City Funds. In the event that Owner should remove any fixture, improvement or any part thereof, The City shall have the right to receive the full amount of the grant made to Owner under the terms of this Agreement.

Nothing in this section may be construed as abrogating or altering any other remedies ascribed to the City or to the Owner by operation of this Agreement. The remedy contemplated under this section is additional to any other remedy available at law or equity.

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$ 8382.00 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

- a. Owner has fully performed all of the work described in the contract documents.
- b. Owner has expended an amount equal to or greater than the grant amount described above.
- c. Owner has completed, signed and delivered an invoice, cancelled payment check, and claim form to the City indicating total project cost.
- d. Owner has complied with the "no lien" provisions contained in Section 11 of this Agreement.

After Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the City.

The City shall not be obligated to pay any sum in excess of \$10,000.00 for work performed under this Agreement.

SECTION 9: CONFLICT OF INTEREST

No member of the governing body of the community and no other officer, employee or agent of the community, who exercises any function or responsibilities with the planning of the project, shall not be involved with the review or approval of a project associated in this Contract; and, shall take appropriate steps to assure compliance.

PROPOSAL

Date:	Proposal Submitted To:	
3/13/2025	Brant Moore	
Phone #:	Street Address:	
260-316-1041	25 S Public Square	
Email:	City, State, Zip	
moore.brant@gmail.com	Angola, IN 46703	Proposal #: 1

We hereby submit specifications and estimates for:

Side Door Replacement

- *Demo existing side double door and radius window
- *Install new dark bronze anodized aluminum double door with radius top window
- *Door to be (2) 30"x84" narrow stile doors, standard locking with push/pull hardware, butt hinges, standard closers, threshold, and bottom sweeps.
- *Radius top window to have (4) verticals to match existing frame
- *Glazing to be 1" clear tempered insulating glass
- *Finish interior as needed

We Propose hereby to furnish all materials and labor necessary for the completion of the above specifications, for the sum of:

Sales Tax Included

Total: \$ 16,761.00

All work is to be completed in a substantial and workman like manner for the bid price indicated. Contractor agrees to carry Workman's Compensation, Public Liability and Builder's Risk Insurance, to furnish customer with Certificate of Insurance prior to starting any work, and to pay all applicable Federal and State taxes. (A formal Construction Contract, No-Lien Agreement and Project Specifications will be prepared if applicable.)

Payments To Be Made As Outlined Below:

*The total bid price is valid for 30 days from proposal date

Authorizing Signature:

Logan Casselman

Title:

Estimator

Date:

3/13/2025

Acceptance of Proposal ~ Wagler and Associates is hereby authorized to furnish all labor and materials required as set forth in the above proposal, for which the undersigned agrees to pay the amounts specified, and according to the terms thereof.

Property Owner

Property Owner

Date of Acceptance

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Indiana.

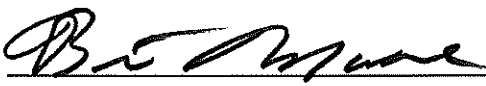
SECTION 18: NOTICE

All notices required to be sent from one party to another shall be sent by US Mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

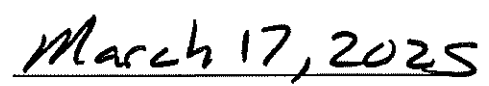
THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By:
Mayor, City of Angola, Indiana

Date



By:
Owner



Date

By:
Tenant

Date



CITY OF ANGOLA
Prescribed by State Board of Accounts

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING MARCH 2025

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	\$ 7,677,862.98	\$ 300,777.56	\$ 7,978,640.54	\$ 956,178.02	\$ 390,689.76	\$ 1,346,867.78	\$ 6,631,772.76
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 592,540.42	\$ -	\$ 592,540.42	\$ 141,478.63	\$ 143,773.11	\$ 285,251.74	\$ 307,288.68
Motor Vehicle Highway	\$ 2,523,070.62	\$ 36,837.72	\$ 2,559,908.34	\$ 450,666.49	\$ 102,996.84	\$ 553,663.33	\$ 2,006,245.01
Local Road & Street	\$ 303,018.57	\$ 7,757.62	\$ 310,776.19	\$ -	\$ -	\$ -	\$ 310,776.19
Motor Vehicle Highway Restricted	\$ 211,767.42	\$ 18,363.82	\$ 230,131.24	\$ -	\$ -	\$ -	\$ 230,131.24
Parks & Recreation Operating	\$ 934,652.01	\$ -	\$ 934,652.01	\$ 145,666.56	\$ 45,884.26	\$ 191,550.82	\$ 743,101.19
LIT Economic Development	\$ 3,534,544.64	\$ 69,933.00	\$ 3,604,477.64	\$ 38,015.00	\$ 7,836.00	\$ 45,851.00	\$ 3,558,626.64
Donation	\$ 157,402.44	\$ 5,012.50	\$ 162,414.94	\$ 2,261.01	\$ 1,110.93	\$ 3,371.94	\$ 159,043.00
Federal Grants Operating	\$ 8,467.14	\$ -	\$ 8,467.14	\$ 8,467.14	\$ -	\$ 8,467.14	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 36,190.46	\$ 454.00	\$ 36,644.46	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 34,444.46
Riverboat	\$ 159,043.35	\$ -	\$ 159,043.35	\$ 7,550.00	\$ -	\$ 7,550.00	\$ 151,493.35
Local Road & Bridge Matching Grant	\$ 31,680.29	\$ -	\$ 31,680.29	\$ -	\$ -	\$ -	\$ 31,680.29
Rainy Day	\$ 3,100,000.00	\$ -	\$ 3,100,000.00	\$ -	\$ -	\$ -	\$ 3,100,000.00
Hazardous Materials Response	\$ 11,827.05	\$ -	\$ 11,827.05	\$ 180.60	\$ -	\$ 180.60	\$ 11,646.45
LIT Public Safety	\$ 1,243,400.44	\$ 78,084.00	\$ 1,321,484.44	\$ 205,099.30	\$ 104,537.03	\$ 309,636.33	\$ 1,011,848.11
Opioid Settlement Unrestricted	\$ 40,170.02	\$ -	\$ 40,170.02	\$ -	\$ -	\$ -	\$ 40,170.02
Opioid Settlement Restricted	\$ 100,536.11	\$ -	\$ 100,536.11	\$ -	\$ 98,800.00	\$ 98,800.00	\$ 1,736.11
Fire Operating	\$ 2,087,671.48	\$ 510.00	\$ 2,088,181.48	\$ 388,914.47	\$ 173,144.58	\$ 562,059.05	\$ 1,526,122.43
Redevelopment General	\$ 973,907.10	\$ -	\$ 973,907.10	\$ -	\$ -	\$ -	\$ 973,907.10
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 157,531.02	\$ -	\$ 157,531.02	\$ -	\$ -	\$ -	\$ 157,531.02
Cumulative Capital Development	\$ 1,075,798.41	\$ -	\$ 1,075,798.41	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 1,000,798.41
Park Nonreverting Capital	\$ 154,518.14	\$ 19,512.16	\$ 174,030.29	\$ 137.03	\$ 118.37	\$ 255.40	\$ 173,774.89
Park Cumulative Building	\$ 346,757.20	\$ -	\$ 346,757.20	\$ -	\$ -	\$ -	\$ 346,757.20
Local Major Moves Construction	\$ 226,419.86	\$ 920.13	\$ 227,339.99	\$ -	\$ 98,500.00	\$ 98,500.00	\$ 128,839.99
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 844,685.28	\$ 186,408.33	\$ 1,031,093.61	\$ 546,943.57	\$ 159,648.27	\$ 706,591.84	\$ 324,501.77
Water Sinking	\$ 475,581.09	\$ 23,751.56	\$ 499,332.65	\$ 138,859.38	\$ -	\$ 138,859.38	\$ 360,473.27
Water Improvement	\$ 2,926,723.60	\$ 1,134.00	\$ 2,927,857.60	\$ 7,142.10	\$ 20,360.00	\$ 27,502.10	\$ 2,900,355.50
Water Customer Deposit	\$ 75,310.00	\$ 1,300.00	\$ 76,610.00	\$ 2,100.00	\$ 1,100.00	\$ 3,200.00	\$ 73,410.00
Water Construction	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00
Wastewater Operating & Maintenance	\$ 1,191,216.11	\$ 272,368.94	\$ 1,463,585.05	\$ 695,349.69	\$ 259,568.67	\$ 954,918.36	\$ 508,666.69
Wastewater Sinking	\$ 980,160.44	\$ 17,407.62	\$ 997,568.06	\$ 87,500.00	\$ -	\$ 87,500.00	\$ 910,068.06
Wastewater Improvement	\$ 3,089,566.66	\$ 57,911.00	\$ 3,147,477.66	\$ 19,569.46	\$ 36,658.35	\$ 56,227.81	\$ 3,091,249.85
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 278,575.64	\$ -	\$ 278,575.64	\$ 22,467.08	\$ 11,233.54	\$ 33,700.62	\$ 244,875.02
Payroll Withholding	\$ 766,918.51	\$ 372,747.07	\$ 1,139,665.58	\$ 732,662.10	\$ 372,856.08	\$ 1,105,518.18	\$ 34,147.40
Escrow	\$ 63,100.00	\$ 1,400.00	\$ 64,500.00	\$ 3,200.00	\$ 200.00	\$ 3,400.00	\$ 61,100.00
TOTAL - CASH FUNDS	\$ 36,382,400.41	\$ 1,472,591.02	\$ 37,854,991.43	\$ 4,602,607.63	\$ 2,104,015.79	\$ 6,706,623.42	\$ 31,148,368.01
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)	\$ 11,217.63	\$ 3,699.58	\$ 14,917.21	\$ -	\$ -	\$ -	\$ 14,917.21
Moneys on Deposit (Interest only) (8)	\$ 289,478.95	\$ 88,101.10	\$ 377,580.05	\$ -	\$ -	\$ -	\$ 377,580.05
Local Major Moves Construction (2)	\$ 2,835,498.42	\$ 10,373.81	\$ 2,845,872.23	\$ -	\$ -	\$ -	\$ 2,845,872.23
Total of Investments by Funds	\$ 3,136,195.00	\$ 102,174.49	\$ 3,238,369.49	\$ -	\$ -	\$ -	\$ 3,238,369.49
TOTAL - ALL FUNDS	\$ 39,518,595.41	\$ 1,574,765.51	\$ 41,093,360.92	\$ 4,602,607.63	\$ 2,104,015.79	\$ 6,706,623.42	\$ 34,386,737.00

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 MARCH 2025

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)	\$ 59,854.99	\$ -	\$ 59,854.99
Wastewater Sinking - Debt Service Reserve (20)	\$ 850,213.07	\$ -	\$ 850,213.07
<u>Farmers State Bank</u>			
General Checking (3)	\$ 3,734,884.05	\$ (15,762.68)	\$ 3,719,121.37
General Savings (8)	\$ 25,877,580.05	\$ -	\$ 25,877,580.05
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 853.19	\$ -	\$ 853.19
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,014,917.21	\$ -	\$ 1,014,917.21
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 31,538,302.56	\$ (15,762.68)	\$ 31,522,539.88
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 14168			\$ 100.00
Deposit in transit (3) 14169			\$ 1,507.85
Deposit in transit (3) 14171			\$ 7,629.73
Deposit in transit (3) 14172			\$ 3,715.76
Deposit in transit (3) 14173			\$ 1,789.55
Deposit in transit (3) 14174			\$ 428.27
Deposit in transit (3) 14175			\$ 2,201.72
Outstanding Credit Cards			\$ (297.49)
Moneys on Deposit (Interest only EOM)			\$ (392,497.26)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 31,148,368.01
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 3,238,369.49
TOTAL CASH BALANCE AND INVESTMENTS			\$ 34,386,737.50