

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

Monday, October 19, 2026 – 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
3. Request approval of the October 5 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1808-2026. AN ORDINANCE AMENDING SECTION 10.15.090, ONE-WAY STREETS, OF THE CITY OF ANGOLA MUNICIPAL CODE. (third reading) (attachment)
2. Ordinance No. 1809-2026. ORDINANCE FOR APPROPRIATIONS AND TAX RATES. (second and third reading) (attachment)
3. Ordinance No. 1810-2026. APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND. (second reading) (attachment)
4. Other unfinished business.

NEW BUSINESS

1. Request approval of the Interlocal Agreement between INDOT and City of Angola for the SR 127 improvement project. (attachment)
2. Request approval of the construction agreement between Indiana Northeastern Railroad and City of Angola for sidewalk construction within railroad right-of-way. (attachment)
3. Request approval of the Uniform Conflict of Interest Disclosure Statement for Amanda Cope. (attachment)
4. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending September 2026 is presented for Council information. (attachment)
5. Reports:

- Clerk-Treasurer
- Department Head

6. Request approval of the Allowance of Accounts Payable Vouchers 82285 through 82523 totaling \$942,974.08. Which includes transfers of \$101,973.00. (separate attachment)
7. Other new business.

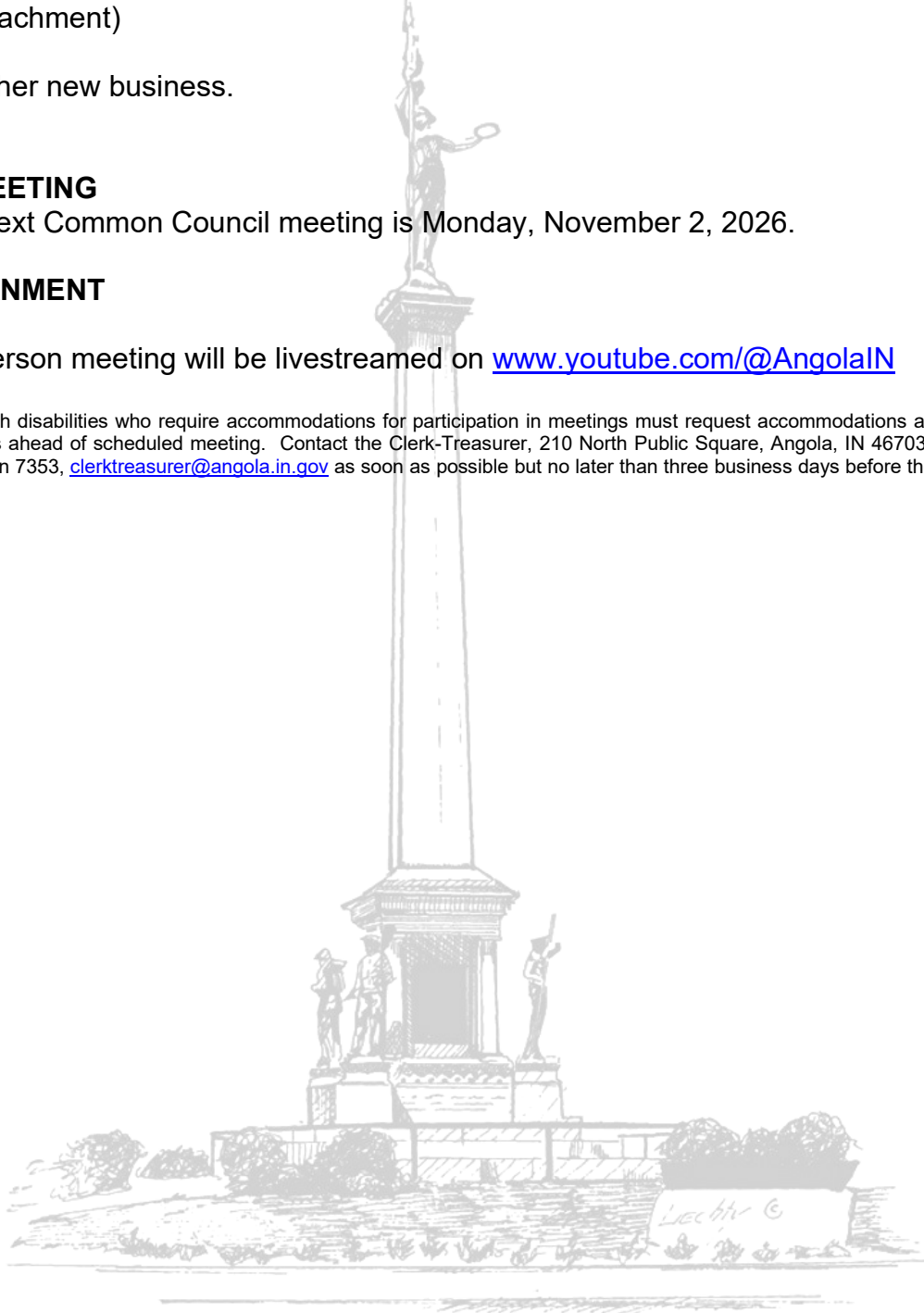
NEXT MEETING

The next Common Council meeting is Monday, November 2, 2026.

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@angola.in.gov as soon as possible but no later than three business days before the scheduled event.



October 5, 2026

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, David A. Olson, Charles P. Dowe, Jennifer L. Sharkey, and Jerold D. McDermid answered roll call. No Council Members were 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 Bill Harter, Street Commissioner Chad Ritter, Park Superintendent Matt Hanna, Building Commissioner Scott Lehman, Information and Technology Director Mark Marple, Water Superintendent Mitchel Sattison, and Wastewater Superintendent Jeff Gaff.

Also present were Vaughn Cooper, Brandon Alfred, Blake Dulle, Trenton Wiemken, Dillon Cooper, Angel Cabrera, Michael Bock, and Jeremy Bracey.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the September 21, 2026, minutes. Council Member Coffey seconded the motion. The motion carried 5-0.

The minutes of August 3, 2026, Board of Public Works and Safety meeting were presented to Council for information.

UNFINISHED BUSINESS

Ordinance No. 1808-2026, AN ORDINANCE AMENDING SECTION 10.15.090, ONE-WAY STREETS, OF THE CITY OF ANGOLA MUNICIPAL CODE, was read by title and presented to Council for second reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. Discussion followed. The motion carried 5-0.

NEW BUSINESS

A public hearing regarding the 2027 Budget was opened by Mayor Martin at 7:06 p.m. There being no public comment, the hearing was closed at 7:07 p.m. Ordinance No. 1809-2026, ORDINANCE FOR APPROPRIATIONS AND TAX RATES (2027), was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion carried 5-0.

Ordinance No. 1810-2026, APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Coffey seconded the motion. The motion carried 5-0.

Council Member Olson moved to approve Task Order No. 2026-01 with Commonwealth Engineers, Inc. for Long Term NPEDS Chloride Compliance and Reporting Assistance in the amount of \$20,000. Council Member Sharkey seconded the motion. The motion carried 5-0.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Coffey moved to approve the Allowance of Accounts Payable Vouchers 82079 through 82284 totaling \$1,760,500.05. Council Member McDermid seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:23 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1808-2026

**AN ORDINANCE AMENDING SECTION 10.15.090, ONE-WAY STREETS,
OF THE CITY OF ANGOLA MUNICIPAL CODE**

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

Section 1. Section 10.15.090 One-way streets reads as follows:

In accordance with AMC 10.15.010, when properly sign-posted, traffic shall move only in the direction indicated:

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Alley located directly north of Park Ave.	Eastbound	Between South Darling Street and South Superior Street

Section 2. Effective date.

This Ordinance shall take effect and be in force from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ____ day of October 2026.

David B. Martin, Mayor

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 October 2026.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this day of October 2026.

David B. Martin, Mayor

ORDINANCE NO. 1809-2026**ORDINANCE FOR APPROPRIATIONS AND TAX RATES**

Be it ordained by the Common Council that for the expenses of Angola Civil City for the year ending December 31, 2027 the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of Angola Civil City, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance shall be in full force and effect from and after its passage and adoption by the Common Council and approval by the Mayor.

Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
Riverboat	\$50,000	\$0	0.0000
General	\$7,253,600	\$2,170,193	0.3213
LIT Public Safety	\$1,217,300	\$0	0.0000
Police Pension	\$179,100	\$0	0.0000
Local Road & Street	\$80,000	\$0	0.0000
Motor Vehicle Highway	\$2,675,100	\$2,200,000	0.3257
Major Moves	\$700,000	\$0	0.0000
Park	\$1,132,700	\$1,200,000	0.1777
Fire	\$3,198,000	\$1,500,000	0.2221
Cumulative Park & Recreation	\$0	\$112,789	0.0167
Cumulative Capital Improvement	\$40,000	\$0	0.0000
Cumulative Capital Development	\$0	\$337,691	0.0500
LIT – Economic Development	\$2,077,500	\$0	0.0000
Law Enforcement Continuing Education	\$10,000	\$0	0.0000
Redevelopment General	\$300,000	\$0	0.0000
Local Road & Bridge Matching Grant	\$1,000,000	\$0	0.0000

ORDINANCE NO. 1809-2026

Total All Funds	\$19,913,300	\$0	0.0000
	\$20,525,900	\$7,520,673	\$1.1135

AYE

NAY

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ____ day of October 2026.

David B. Martin, Mayor

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1809-2026

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 October 2026.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of October 2026.

David B. Martin, Mayor

ORDINANCE NO. 1810-2026

**APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND
BRIDGE MATCHING GRANT FUND**

WHEREAS, the Common Council has determined that it is now necessary to reduce appropriations in certain budgets than was appropriated in the 2026 annual budget;

NOW, THEREFORE, be it hereby ordained by the Common Council of the City of Angola, Steuben County, Indiana:

Section 1. Certain existing appropriations now have unobligated balances that will not be needed for the purposes for which appropriated, it is hereby ordained that the following existing appropriations be reduced in the following amounts:

	Reduction Amount <u>Requested</u>	Reduction Amount <u>Approved</u>
Local Road and Bridge Matching Grant Fund		
Capital Outlays	<u>\$900,000</u>	<u> </u>
Total	<u>\$900,000</u>	

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the ____ day of November 2026 by the vote of ____ ayes and ____ nays.

David B. Martin, Mayor

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 November 2026.

ORDINANCE NO. 1810-2026

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of November 2026.

David B. Martin, Mayor

INTERLOCAL AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
CITY OF ANGOLA, INDIANA
Concerning
A HMA OVERLAY AND SIDEWALK PROJECT ALONG SR 127
In
STEUBEN COUNTY, INDIANA

EDS/SCM No. _____

This INTERLOCAL AGREEMENT (“Agreement”), made and entered into by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “INDOT” or the “State”) and CITY OF ANGOLA, INDIANA (hereinafter referred to as the “City”), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General (the “Effective Date”). INDOT and the City are jointly referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the INDOT intends to perform an HMA Overlay project on State Road 127 (“SR 127”) in the City. As part of the same project the City intends to install a five (5) foot sidewalk, (“The Sidewalk”), along SR 127 and install a waterline (“Waterline”) along SR 127, at the locations more particularly described and depicted on the plans attached hereto as **Exhibit A** and incorporated herein by reference (hereinafter referred to as the “Project”); and

WHEREAS, subject to all terms of this Agreement, INDOT is willing to allow for joint use of State right-of-way to accommodate the Project for the benefit of the City and the public; and

WHEREAS, it is in the mutual interest for the convenience and safety of the public, including but not limited to, the traveling public, for INDOT and the City to cooperate regarding the Project; and

WHEREAS, the Parties desire to delineate responsibilities for/related to the Project and the construction, installation, and maintenance of the Project, and the costs associated therewith.

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereby agree as follows.

ARTICLE I
SPECIFIC PROVISIONS

1.1 Purpose of Agreement. The purpose of this Agreement is for the Parties to cooperate on the Project, and construct the Sidewalk, within State owned or controlled right-of-way, as shown on **Exhibit A**, and to delineate responsibilities for and related to the construction, installation, and maintenance of the Overlay, Sidewalk, and Waterline and the costs associated therewith.

Any use of State right-of-way allowed by this Agreement remains secondary to the interest of INDOT to use the right-of-way for highway or other transportation purposes. The City understands and agrees that if and when the Sidewalk conflicts with the operation, regulation, construction, reconstruction, maintenance, or repair of or within any part of State right-of-way or other state highway facility, the Sidewalk, as the case may be, shall be altered or removed partially or entirely, in INDOT's sole discretion, to accommodate use of State right-of-way for state highway and/or other purposes, at no cost to INDOT. In addition, the City understands and agrees that it shall surrender the State right-of-way upon, across, and within which the Sidewalk is located, whether partially or entirely, if, in INDOT's sole discretion, the right-of-way or any portion thereof is required for future expansion, modification, or maintenance of any road/highway. The City shall not be entitled to any damages or any other compensation in the event INDOT requires complete or partial alteration, removal, or surrender of the Sidewalk, and/or any State right-of-way for any reason: provided, however, before exercising its discretion under this paragraph, INDOT shall provide written notice to City and an opportunity to present a work plan for the removal of City facilities or to vacate the right-of-way at least thirty (30) days in advance of such action being required. In the event of an emergency creating a hazard to the traveling public, INDOT is not required to submit notice before exercising discretion to begin construction, maintenance, or repair. INDOT's ability to operate, regulate, construct, and maintain the state highway system must take precedence over any and all other uses of public rights-of-way.

1.2 Term of Agreement. The term of this Agreement shall be for 5 years, commencing on the Effective Date and terminating December 31, 2028; provided, however, that this Agreement shall immediately terminate if the Project has not been completed within three years from the letting date of the Project. All obligations, responsibilities, and liability of the City under this Agreement, including but not limited to those set forth in Articles II and III herein, shall survive termination of this Agreement.

1.3 Public Statements or Disclosures. The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release related to the Project. However, this Section 1.3 does not prohibit either of the Parties from making a public statement or disclosure regarding the existence of the Project, if, but only if, in the opinion of a Party's legal counsel, such a public statement or disclosure is required by law, including but not limited to, Indiana's Access to Public Records Act (IC 5-14-3), legal process, or directive of a regulatory authority having jurisdiction over the Party.

1.4 Right of Entry. Subject to this Agreement and the requirements herein, INDOT hereby grants the City and its contractor(s), subcontractors, agents, and representatives permission to enter upon, across, and within State right-of-way for the sole purposes of carrying out the Project and maintaining, and repairing the Sidewalk and Waterline.

1.5 No Interest in Land. The Parties understand and agree that this Agreement does not: (1) grant any interest or other rights in any land, either temporarily or permanently, except as expressly set forth herein; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for highway or other purposes in the future.

1.6 Interpretation. The Preamble and Recitals above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect

the interpretation of this Agreement.

ARTICLE II
SPECIFIC CONSTRUCTION AND INSTALLATION RELATED PROVISIONS

2.1 Project Description. The Parties will cooperate to carry out the Project, with INDOT constructing the Sidewalk and Waterline while it performs the HMA overlay, as more particularly described and depicted on the plans, and at the location identified, in **Exhibit A**.

2.2 The City's Responsibilities.

The City's responsibilities shall include, but are not limited to, the following:

- A.** The City shall be responsible for all design, right-of-way acquisition, railroad modification, construction and installation costs associated with the Waterline. The City shall be responsible to pay 20% of the design, right-of-way acquisition, railroad modification, construction and installation costs of the Sidewalk, as shown in **EXHIBIT B**, attached hereto and incorporated herein. The City shall be responsible for proportionate costs and expenses for change orders for/associate with the Project.
- B.** The City shall provide funds for the design of the Project and the work related thereto in the estimated amount of \$372,069.52 (which amount is subject to change and will be reconciled at the completion of the design), as shown in **EXHIBIT B**. INDOT will invoice the City for its portion of the design costs upon submittal of Final Tracings. The City shall pay all invoices within thirty (30) days of receipt.
- C.** The City shall provide funds for the right-of-way acquisition associated with the Project and the work related thereto in the estimated amount of \$397,584.00 (which amount is subject to change and will be reconciled as acquisition is completed), as shown in **EXHIBIT B**. INDOT will invoice the City for its portion of the right-of-way acquisition costs following acquisition completion. The City shall pay all invoices within thirty (30) days of receipt.
- D.** The City shall provide funds for the construction and installation of the Project and the work related thereto, including railroad modifications, in the estimated amount of \$2,883,529.76 (which amount is subject to change and will be reconciled per actual costs determined at letting), as shown in **EXHIBIT B**. INDOT will invoice the City following letting. The City shall make a one-time lump sum payment within thirty (30) days after the letting date, but prior to the issuance of the Notice to Proceed.
- E.** The City shall not erect any signs, sculptures, fences, structures, fixtures, or improvements within State right-of-way, other than the Sidewalk and Waterline, without the prior approval of INDOT.
- F.** If the City wishes to construct or install any additional improvements within State right-of-way, other than the Sidewalk and Waterline, the City shall submit a design plan to the INDOT Fort Wayne District Office for review and approval prior to making any improvements. In addition, the City shall apply for a permit from INDOT for all

improvements within State right-of-way prior to any additional improvements being made.

- G. To the extent permitted by law, the City shall indemnify and hold INDOT harmless for any claims arising out of or related to the Project, the construction and installation thereof, and/or the costs of/for any of the foregoing. This is in addition to the representations provided under Sections 3.1 and 4.22 of this Agreement. This Section shall survive termination of this Agreement.
- H. The City is prohibited from transferring, assigning, or conveying the rights under this Agreement, including all rights related to the Sidewalk and Waterline, to another party without prior INDOT approval.
- I. Wherever in this Agreement any obligation or responsibility is assumed by the City, the same shall be deemed an obligation of the City.

2.3 INDOT's Responsibilities.

INDOT's responsibilities shall include, and are limited to, the following:

- A. INDOT shall be responsible for completing the letting, construction, installation, and other work necessary for the Sidewalk and Waterline, including but not limited to, all preliminary engineering, right-of-way and land acquisition, utility relocation, environmental work, permitting, inspection, and additional work related thereto. INDOT will reasonably cooperate with the City to ensure the successful completion of the Project.
- B. INDOT is responsible for all aspects of the HMA Overlay portion of the Project including construction, installation, and other work.
- C. INDOT will be solely responsible and obligated for all costs and funding for and/or associated with the HMA Overlay portion of Project and 80%, of the construction and installation of the Sidewalk portion of the Project, including materials, equipment, and labor, and for the payment thereof. INDOT's contribution to the Sidewalk Project shall not exceed \$1,195,954, as shown in **EXHIBIT B**. The percentage costs is based on current estimates, if the actual costs exceed the estimate, the City shall be responsible for any costs in excess of the current estimate. INDOT shall have no responsibility for any costs associated with the Watermain Project.

ARTICLE III **SPECIFIC MAINTENANCE RELATED PROVISIONS**

3.1 The City's Responsibilities.

The City's responsibilities shall include, but are not limited to, the following:

- A. After construction and installation of the Project, the City shall at all times be responsible, at its sole cost and expense, for inspecting, maintaining and repairing the Sidewalk and

Waterline. The City shall inspect, maintain, and repair the Sidewalk and Waterline in accordance with applicable laws, rules, and regulations and applicable policies, procedures, and specifications, including but not limited to, the 2026 INDOT Standard Specifications and any updates thereto.

- B.** The City shall be responsible to undertake maintenance of and repairs for the Sidewalk and Waterline as needed to ensure the safety of the public, including but not limited to, the traveling public. Additionally, the City will ensure that the Sidewalk will cause no unreasonable interference with road/highway purposes and use.
- C.** Prior to any inspection of the Sidewalk or Waterline, the City shall notify INDOT of the timing and details thereof. After any such inspection, the City shall promptly provide a copy of the report therefore related thereto to INDOT.
- D.** If requested by INDOT at any time, the City shall promptly submit to the INDOT Ft. Wayne District, the City's maintenance plan for the Sidewalk and Waterline identifying the maintenance activities/work and a schedule of when the activities/work will occur.
- E.** At least 30 days prior to any maintenance activities/work if such activities/work will require lane closures or traffic restrictions on/along SR 127 and/or any other state road/highway, the City shall submit a permit application via INDOT's Electronic Permitting System for any maintenance/repair work planned for the Sidewalk or Waterline, identifying the maintenance and repair activities/work, a Maintenance of Traffic (MOT) plan, and a schedule of when the activities/work will occur. The City may commence such maintenance and repair activities/work upon INDOT's approval and issuance of a Permit therefor.
- F.** The City shall notify INDOT, at least 10 days in advance, of the City's intent to enter onto State right-of-way whenever doing so could affect the flow of traffic or the safety of the traveling public on/along SR 127 and/or any other state road/highway, even if the entry will be for routine maintenance and/or repair activities.
- G.** Pursuant to applicable state and federal law, for highway and limited access facilities, INDOT must grant prior written permission for each entry by the City upon State right-of-way, which must be based on specific traffic control and worker safety plans. Accordingly, as a condition precedent to giving effective notice, the City shall provide to INDOT all such traffic control, worker safety plans, and other information as INDOT shall request or require in connection with granting such permission. INDOT shall only be required to approve the City's request to enter onto State right-of-way if the City's request is consistent with this Agreement and all applicable state and federal laws.
- H.** When maintaining and repairing the Sidewalk or Waterline, the City shall at all times adhere to the traffic control measures found in the most recent version of the Manual on Uniform Traffic Control Devices, as then-currently adopted by INDOT.
- I.** The City's maintenance and repair activities/work shall not create any adverse impact or interfere with the convenience and safety of the public, including but not limited to, the traveling public.

- J. The City shall pay all fees for any utility services serving the Sidewalk or Waterline. Any separately metered utilities shall be billed directly to the City, and INDOT shall have no obligation with respect thereto.
- K. To the extent permitted by law, the City shall indemnify and hold INDOT harmless for any claims arising out of the Sidewalk or Waterline, and/or the maintenance/repair thereof. This is in addition to representations provided under Sections 2.2 and 4.22 of this Agreement. This Section shall survive termination of this Agreement.

3.2 INDOT's Responsibilities.

INDOT's responsibilities shall include, and are limited to, the following:

- A. After construction and installation of the HMA Overlay and completion of the Project, INDOT shall have its normal responsibilities, obligations, or liabilities for the maintenance or repair SR 127.
- B. INDOT may inspect any part of the Project at any time.
- C. In the event the City fails, after reasonable notice, to timely undertake any necessary maintenance or repair of or for the Sidewalk or Waterline, in the interest of the safety of the public, including but not limited to the traveling public, INDOT may undertake any such necessary maintenance or repair and invoice the City for the total cost thereof. The City shall pay each invoice within 30 days of issuance. The City's failure to fully and timely pay any invoice from INDOT may, in INDOT's discretion, result in the partial or complete removal of the Sidewalk.
- D. In the event INDOT determines, in its sole discretion, that the City is not adequately maintaining or repairing the Sidewalk or Waterline in accordance with this Agreement, or for any other justified reason (i.e., safety concerns for the traveling public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the City to modify or remove the Sidewalk or Waterline at the City's cost and expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public, etc.), INDOT will provide ninety (90) days written notice to the City that the Sidewalk or Waterline must be modified or removed. If the Sidewalk or Waterline is not modified or removed to INDOT's satisfaction within the 90-day period, then INDOT may appropriately modify or remove the Sidewalk or Waterline and bill the City for the costs thereof. The City understands and agrees that it shall not be entitled to any damages or any other compensation in the event that the Sidewalk or Waterline is modified or removed.
- E. In the event INDOT is required to maintain or repair the right-of-way upon/over which the Sidewalk or Waterline is located, INDOT reserves the right to temporarily close the Sidewalk while maintenance or repair is underway, in order to ensure the safety of the public using and/or in the vicinity of the Sidewalk. INDOT shall have no responsibility, obligation, or liability for any damage to the Sidewalk or Waterline resulting from the maintenance or repair of State right-of-way.

ARTICLE IV
GENERAL PROVISIONS

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

4.2 Assignment; Successors. [OMITTED – NOT APPLICABLE]

4.3 Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE]

4.4 Audits. The City acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

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

4.6 Certification for Federal-Aid Contracts Lobbying Activities. The City certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the City has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The City also agrees by signing this Agreement that it shall require that the language of this certification be included in all City agreements including lower tier subcontracts,

which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure

4.7 Changes in Work. The City shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

4.8 Compliance with Laws.

- A. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the City to determine whether the provisions of this Agreement require formal modification.
- B. The City and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the City has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the City shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the City or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the City. In addition, the City may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The City certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State of Indiana may be withheld from payments due the City. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the City is current in its payments and has submitted proof of such payment to the State.
- D. [OMITTED – NOT APPLICABLE]
- E. Pursuant to IC § 5-2-3-1, the State and the City shall act in good faith in connection with the performance or administration of any negotiations undertaken in accordance with or with respect to this Agreement.
- F. The City warrants that the City and its contractors and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material

breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE]

H. As required by IC §5-22-3-7:

- (1) The City and any principals of the City certify that:
 - (A) the City, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the City will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The City and any principals of the City certify that an affiliate or principal of the City and any agent acting on behalf of the City or on behalf of an affiliate or principal of the City, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

I. [OMITTED – NOT APPLICABLE]

4.9 Condition of Payment. All services provided by the City under this Agreement must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.

4.10 Confidentiality of State Information. [OMITTED – NOT APPLICABLE]

4.11 Continuity of Services. [OMITTED – NOT APPLICABLE]

4.12 Debarment and Suspension.

A. The City certifies by entering into this agreement that neither it nor its principals nor any of its contractor or subcontractors, if any, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for the purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over the operations of the City.

B. The City certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely

responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor or subcontractor. The City shall immediately notify the State if a contractor or subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Agreement.

4.13 Default by State. If the State, sixty (60) days after the receipt of written notice, fails to correct or cure any material breach of this Agreement, the City may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

4.14 Disputes.

- A. Should any disputes arise with respect to this Agreement, the City and the State agree to Act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The City agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute.

Should the City fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the City as a result of such failure to proceed shall be borne by the City, and the City shall make no claim against the State for such costs.

- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Agreement, if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute the unintentional nonpayment by the State to the City of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause of the City to terminate this Agreement, and the City may bring suit to collect these amounts without

following the disputes procedure contained therein.

- E. With written approval from the Commissioner of the Indiana Department of Administration, the parties may agree to forgo the process described in subdivision C related to the submission of dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the City certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the City's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the State in writing within 10 days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty 30 days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring

such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

4.16 Employment Eligibility Verification.

As a condition precedent to entering into this Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the City swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The City further affirms that:

- A. The City has enrolled in, and verified the work eligibility status of all its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The City is not required to participate should the E-Verify program cease to exist. Additionally, the City is not required to participate if the City is self-employed and does not employ any employees.
- B. The City has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The City has not retained, and shall not retain, an employee and has not contracted and shall not contract with a person that the City subsequently learned or learns is an unauthorized alien.
- C. The City has required and shall require its contractors and subcontractors, who perform work under this Agreement, to certify to the City that the contractor or subcontractor does not knowingly employ or contract with an unauthorized alien and that the contractor or subcontractor has enrolled and is participating in the E-Verify program. The City agrees to maintain this certification throughout the duration of the term of a contract with a contractor or subcontractor and to provide any and all such certifications to the State promptly upon request.

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

4.17 Employment Option. [OMITTED – NOT APPLICABLE]

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

4.19 Funding Cancellation. As required by Financial Management Circular 2007-1 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this

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

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

4.21 HIPAA Compliance. [OMITTED – NOT APPLICABLE]

4.22 Indemnification. The City agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorneys' fees, and other expenses caused by any act or omission of the City and/or its agents, officials, employees, contractors and subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the City.

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

4.24 Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]

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

4.26 Insurance.

A. The City and its contractors and subcontractors (if any) shall secure and keep in force during the term of this Agreement the following insurance coverages (if applicable) covering the City for any claims of any nature which may in any manner arise out of or result from City's performance under this Agreement:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the City is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The City shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Agreement involve work outside of Indiana.

B. The City's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the City.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the City in excess of the minimum requirements set forth above. The duty to indemnify the State under this Agreement shall not be limited by the insurance required in this Agreement.
4. The insurance required in this Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The City waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the State to immediately terminate this Agreement. The City shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Agreement.

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

4.28 Licensing Standards. The City, its employees, contractors and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the City pursuant to this Agreement. The State will not approve any study, plans or work performed by the City when the City, its employees, contractors or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the City shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

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

4.30 Minority and Women’s Business Enterprises Compliance. [OMITTED – NOT APPLICABLE]

4.31 Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The City covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The City certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Agreement, including for purposes of IC § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the City or any contractor or subcontractor.
- B. The City covenants that it does not and shall not operate any programs or engage in any practices that promote Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Law by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decision; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the City’s workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for the purposes

of IC § 5-11-5.5-2, but nothing in this paragraph should be construed to imply or establish and employment relationship between the State any applicant or employee of the City or any contractor or subcontractor.

During the performance of this Agreement, the City, for itself, its assignees, and successors in interest (hereinafter referred to as the “City”) agrees as follows:

1. **Compliance with Regulations:** The City (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The City, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the City for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the City of the City's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a City is in the exclusive possession of another who fails or refuses to furnish the information, the City will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a City's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the City under the contract until the City complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The City will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The City will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or Appendix A is threatened with litigation by a subcontractor, or supplier because of such direction, the City may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the City may request the United States to enter into the litigation to protect the interests of the United States.

D. During the performance of this Agreement, the City, for itself, its assignees, and successors in interest, agrees to fully comply with the federal laws and regulations contained in Appendix A, attached hereto and incorporated herein by reference.

4.32 Notice to Parties.

A. Whenever any notice, statement, request, consent, or other communication is required under this Agreement, (each a "Notice"), it shall be effective only if it is in writing and (a) personally delivered; or (b) sent by (I) email; (II) first class US mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or address as shall be furnished in writing by any party to the other party:

i. For INDOT:

INDOT Fort Wayne District
Attn: Babette Durand
5333 Hatfield Road
Fort Wayne, IN 46808
Phone: 260-969-8296
Email: BabDurand@indot.IN.gov

With copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Phone: (317) 232-5012
Email: jboyer3@indot.in.gov

ii. For the City:

City of Angola, Indiana
Attn: Amanda Cope, Angola City Engineer
210 N Public Square
Angola, Indiana 46703
Phone: 260-665-6748
Email: acope@angolain.org

iii. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

B. As required by IC §4-13-2-14.8, payments to the City shall be made via electronic funds transfer in accordance with instructions filed by the City with the Indiana Auditor of State.

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

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

4.35 Payments.

A. All payments, if any, shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the City in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

4.36 Penalties, Interest and Attorney's Fees. INDOT does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1, and IC §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.37 Progress Reports. [OMITTED – NOT APPLICABLE]

4.38 Public Record. The City acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.39 Renewal Option. [OMITTED – NOT APPLICABLE]

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

4.41 Status of Claims. The City shall be responsible for keeping INDOT currently advised as

to the status of any claims made for damages against the City resulting from services performed under this Agreement.

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

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

4.44 Termination for Convenience. This Agreement may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the City of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The City shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The City shall be compensated for services herein provided but in no case shall total payment made to the City exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

4.45 Termination for Default.

A. With the provision of thirty (30) days' notice to the Agreement, the State may terminate this Agreement in whole or in part if the City fails to:

1. Correct or cure any breach of this Agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
3. Make progress so as to endanger performance of this Agreement; or
4. Perform any of the other provisions of this Agreement.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the City will be liable to the State for any excess costs for those supplies or services. However, the City shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The City and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien

holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

4.46 Travel. [OMITTED – NOT APPLICABLE]

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

4.48 Work Standards. The City shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its contractors and subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the City shall grant such request.

4.49 State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE]

4.50 Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the City is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The City shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the City, that he/she has not, nor has any other member, employee, representative, agent or officer of the City, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the City attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRC TS.GBL

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF ANGOLA, INDIANA

BY: CITY OF ANGOLA MAYOR

Executed by:

David B. Martin, Mayor

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

INDIANA DEPARTMENT OF TRANSPORTATION

Executed By:

_____ (FOR)
Lyndsay Quist, Commissioner

Date: _____

[APPROVALS ON FOLLOWING PAGE]

APPROVALS

STATE OF INDIANA
Office of Management and Budget

By: _____ (FOR)
Chad Ranney, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Jon A. Ferguson, Commissioner

Date: _____

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

By: _____ (FOR)
Theodore E. Rokita
Attorney General of Indiana

Date: _____

EXHIBIT A
PLANS FOR THE PROJECT

See attached

Exhibit B

Cat.	Pay Item	Description	Unit	Quantity	Unit Price	Extension	NOOT	100% Local	Small STs	Totals
							NOOT	100% Local	Small STs	
1	105-0845	CONSTRUCTION ENGINEERING	LS	1	\$ 92,400.00	\$ 92,400.00	\$ 92,400.00			
1	105-0845	CONSTRUCTION ENGINEERING	LS	1	\$ 47,600.00	\$ 47,600.00		\$ 47,600.00		
1	105-0845	CONSTRUCTION ENGINEERING	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 24,000.00		\$ 24,000.00	
1	105-0845	CONSTRUCTION ENGINEERING	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00
1	110-0101	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 231,000.00	\$ 231,000.00				
1	110-0101	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 119,000.00	\$ 119,000.00				
1	110-0101	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 60,000.00		\$ 60,000.00	
1	110-0101	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
1	205-52370	CLEARING RIGHT-OF-WAY	LS	1	\$ 50,000.00	\$ 50,000.00				
1	202-02240	PAVEMENT REMOVAL	SYS	1122	\$ 23.00	\$ 25,806.00	\$ 25,806.00			
1	202-02240	PAVEMENT REMOVAL	SYS	1787	\$ 23.00	\$ 41,101.00				\$ 41,101.00
1	202-02273	CENTER CURB, CONCRETE, REMOVE	SYS	60	\$ 48.00	\$ 2,880.00	\$ 2,880.00			
1	202-02273	CENTER CURB, CONCRETE, REMOVE	SYS	24	\$ 48.00	\$ 1,152.00				\$ 1,152.00
1	202-02273	CURB AND GUTTER, REMOVE	UFT	6323	\$ 11.00	\$ 71,731.00				\$ 71,731.00
1	202-52730	SEWERALK CONCRETE, REMOVE	SYS	45	\$ 40.00	\$ 1,800.00				\$ 1,800.00
1	202-50777	DETECTOR HOUSING, REMOVE	EACH	41	\$ 300.00	\$ 12,300.00				\$ 12,300.00
1	202-96133	PIPE, REMOVE	UFT	474	\$ 31.00	\$ 14,694.00	\$ 14,694.00			
1	202-97009	FIRE HYDRANT, REMOVE - for Water Utility Work	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 13,500.00			\$ 13,500.00
1	203-02000	EXCAVATION, COMMON	CYS	732	\$ 41.00	\$ 30,012.00				\$ 30,012.00
1	203-02000	EXCAVATION, COMMON	CYS	2163	\$ 41.00	\$ 88,683.00				\$ 88,683.00
1	203-12108	STORMWATER MANAGEMENT BUDGET	DOL	999	\$ 1.00	\$ 999.00	\$ 999.00			
1	203-12108	STORMWATER MANAGEMENT BUDGET	DOL	9999	\$ 1.00	\$ 9,999.00				\$ 9,999.00
1	203-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$ 26,010.00	\$ 26,010.00	\$ 26,010.00			
1	203-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$ 27,110.00	\$ 27,110.00				\$ 27,110.00
1	203-12616	SWOCP PREPARATION	LS	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
1	203-12616	SWOCP PREPARATION	LS	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
1	207-02634	SURGRADE TREATMENT, TYPE II	SYS	2720	\$ 28.00	\$ 76,160.00				\$ 76,160.00
1	207-0935	SURGRADE TREATMENT, TYPE IC	SYS	1865	\$ 37.00	\$ 69,005.00	\$ 69,005.00			
1	207-0935	SURGRADE TREATMENT, TYPE IC - for Water Utility Work	SYS	680	\$ 37.00	\$ 25,160.00				\$ 25,160.00
1	207-0935	SURGRADE TREATMENT, TYPE IC	SYS	1900	\$ 37.00	\$ 70,322.00				\$ 70,322.00
1	211-09263	STRUCTURE BACKFILL, TYPE 2	CYS	807	\$ 75.00	\$ 60,525.00				\$ 60,525.00
1	211-09263	STRUCTURE BACKFILL, TYPE 2	CYS	39	\$ 75.00	\$ 2,925.00				\$ 2,925.00
1	211-09266	STRUCTURE BACKFILL FOR WATER MAINS + WATER SERVICE LINES - for Water Utility Work	CYS	2178	\$ 75.00	\$ 163,350.00				\$ 163,350.00
1	214-11796	GEORG, TYPE II	SYS	612	\$ 3.50	\$ 2,142.00				\$ 2,142.00
1	210-12234	COMPACTED AGGREGATE, NO. 53	CYS	795	\$ 82.00	\$ 65,190.00				\$ 65,190.00
1	302-07455	DENSE GRADED SURBASE	CYS	456	\$ 100.00	\$ 45,600.00				\$ 45,600.00
1	302-08210	COMPACTED AGGREGATE, NO. 53, TEMPORARY FOR DRIVEWAYS - for Water Utility Work	TON	124	\$ 66.00	\$ 8,184.00				\$ 8,184.00
1	302-08210	COMPACTED AGGREGATE, NO. 53, TEMPORARY FOR DRIVEWAYS	TON	332	\$ 66.00	\$ 21,912.00				\$ 21,912.00
1	304-12625	HMA PATCHING, FULL DEPTH, TYPE C	TON	1341	\$ 180.00	\$ 241,380.00	\$ 241,380.00			
1	304-12625	HMA PATCHING, FULL DEPTH, TYPE C (BASE) - for Water Utility Work	TON	415	\$ 180.00	\$ 74,700.00				\$ 74,700.00
1	304-12625	HMA PATCHING, FULL DEPTH, TYPE C (INTERMEDIATE) - for Water Utility Work	TON	155	\$ 180.00	\$ 27,900.00				\$ 27,900.00
1	304-12625	HMA PATCHING, FULL DEPTH, TYPE C	TON	1256	\$ 180.00	\$ 226,080.00				\$ 226,080.00
1	306-0804	MILLING, ASPHALT, 1 1/2 IN.	SYS	961	\$ 8.00	\$ 7,688.00				\$ 7,688.00
1	306-0804	MILLING, PCP	SYS	373	\$ 17.00	\$ 6,341.00				\$ 6,341.00
1	306-0804	MILLING, TRANSITION	SYS	399	\$ 15.00	\$ 5,985.00				\$ 5,985.00
1	306-08432	MILLING, APPROACH	SYS	764	\$ 4.20	\$ 3,214.80				\$ 3,214.80
1	306-11872	MILLING, PROFILE	SYS	79913	\$ 2.50	\$ 199,782.50	\$ 199,782.50			
1	401-00000	CL-04-HMA, 3.5 IN. SURFACE, 0.5 IN.	TON	4674	\$ 135.00	\$ 630,990.00				\$ 630,990.00
1	401-00041	CL-04-HMA, 3.5 IN. INTERMEDIATE, 1.0 IN.	TON	13241	\$ 130.00	\$ 1,721,330.00				\$ 1,721,330.00
1	401-11526	JOINT ADHESIVE	UFT	47979	\$ 0.50	\$ 23,989.50				\$ 23,989.50
1	401-14109	VIDEO REDUCING ASPHALT MEMBRANE FOR HMA	UFT	47979	\$ 2.10	\$ 10,097.70				\$ 10,097.70
1	406-05520	ASPHALT FOR TACK COAT	TON	69	\$ 400.00	\$ 27,600.00				\$ 27,600.00
1	604-06070	SEWALW, CONCRETE	SYS	2990	\$ 75.00	\$ 194,250.00				\$ 194,250.00
1	604-06086	CURB RAMP, CONCRETE	SYS	232	\$ 220.00	\$ 51,040.00				\$ 51,040.00
1	604-12083	DETECTABLE WARNING SURFACES	SYS	36	\$ 240.00	\$ 8,640.00				\$ 8,640.00
1	605-06140	CURB AND GUTTER, CONCRETE	UFT	5003	\$ 32.00	\$ 160,096.00				\$ 160,096.00
1	605-06235	CENTER CURB, CONCRETE, TYPE D	SYS	20	\$ 260.00	\$ 5,200.00				\$ 5,200.00
1	605-06140	2 FT. COMBINED CONCRETE CURB AND GUTTER - for Water Utility Work	UFT	152	\$ 32.00	\$ 4,864.00				\$ 4,864.00
1	610-0108	HMA FOR APPROACHES, TYPE C	TON	1868	\$ 140.00	\$ 261,520.00	\$ 252,000.00			
1	610-01488	HMA FOR APPROACHES, TYPE C	TON	11	\$ 140.00	\$ 1,540.00				\$ 1,540.00
1	610-08446	PCP FOR APPROACHES, 6 IN.	SYS	2068	\$ 98.00	\$ 202,664.00				\$ 202,664.00
1	610-01018	PCP FOR APPROACHES, 6 IN.	SYS	612	\$ 120.00	\$ 73,440.00				\$ 73,440.00
1	615-06480	RIGHT-OF-WAY MARKER	EACH	59	\$ 190.00	\$ 11,210.00				\$ 11,210.00
1	615-06505	MONUMENT, TYPE 2	EACH	35	\$ 95.00	\$ 3,325.00				\$ 3,325.00
1	616-06465	RIPRAP, RETENTION	TON	31	\$ 130.00	\$ 4,030.00				\$ 4,030.00
1	616-12251	GEOTEXTILE FOR RIPRAP, TYPE 3	SYS	94	\$ 10.00	\$ 940.00				\$ 940.00
1	616-06772	INSPECTION HOLE - for Water Utility Work	EACH	5	\$ 6,000.00	\$ 30,000.00				\$ 30,000.00
1	621-06575	SOODING, NURSERY	SYS	195	\$ 6.50	\$ 1,267.50	\$ 1,189.50			
1	621-06575	SOODING, NURSERY - for Water Utility Work	SYS	445	\$ 6.50	\$ 2,892.50				\$ 2,892.50
1	621-06575	SOODING, NURSERY	SYS	8975	\$ 6.50	\$ 58,337.50				\$ 58,337.50
1	626-12683	FIELD OFFICE, TYPE D	MOS	18	\$ 3,200.00	\$ 57,600.00				\$ 57,600.00
1	629-00049	TOPSOIL PROCESSING AND DISTRIBUTION	SYS	194	\$ 2.22	\$ 430.68				\$ 430.68
1	629-00049	TOPSOIL PROCESSING AND DISTRIBUTION	SYS	8943	\$ 2.22	\$ 19,852.24				\$ 19,852.24
1	629-00010	TOPSOIL AMENDMENT BUDGET	DOL	388	\$ 1.00	\$ 388.00				\$ 388.00
1	629-00010	TOPSOIL AMENDMENT BUDGET	DOL	1788	\$ 1.00	\$ 1,788.00				\$ 1,788.00
1	702-10709	DUCTILE IRON FITTINGS - for Water Utility Work	BS	4412	\$ 10.00	\$ 44,120.00				\$ 44,120.00
1	715-01383	INSERTION VALVE, 8" - for Water Utility Work	EACH	4	\$ 18,000.00	\$ 72,000.00				\$ 72,000.00
1	715-01383	2" WATER SERVICE LINE (DIRECTIONAL DRILL) - for Water Utility Work	UFT	145	\$ 150.00	\$ 21,750.00				\$ 21,750.00
1	715-01382	2" WATER SERVICE LINE - for Water Utility Work	UFT	207	\$ 130.00	\$ 26,910.00				\$ 26,910.00
1	715-01381	1 1/2" WATER SERVICE LINE - for Water Utility Work	UFT	95	\$ 105.00	\$ 9,975.00				\$ 9,975.00
1	715-02363	6" GATE VALVE WITH VALVE BOX - for Water Utility Work	EACH	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
1	715-02744	6" GATE VALVE WITH VALVE BOX - for Water Utility Work	EACH	4	\$ 3,000.00	\$ 12,000.00				\$ 12,000.00
1	715-02745	8" GATE VALVE WITH VALVE BOX - for Water Utility Work	EACH	2	\$ 4,000.00	\$ 8,000.00				\$ 8,000.00
1	715-02874	1" CURB VALVE - for Water Utility Work	EACH	9	\$ 1,000.00	\$ 9,000.00				\$ 9,000.00
1	715-02874	1 1/2" CURB VALVE - for Water Utility Work	EACH	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
1	715-02874	1 1/2" CURB VALVE - for Water Utility Work	EACH	9	\$ 1,800.00	\$ 16,200.00				\$ 16,200.00
1	715-02874	2" CURB VALVE - for Water Utility Work	EACH	9	\$ 2,000.00	\$ 18,000.00				\$ 18,000.00
1	715-02874	2" CURB VALVE - for Water Utility Work	EACH	1	\$ 11,000.00	\$ 11,000.00				\$ 11,000.00
1	715-02875	INSERTION VALVE, 10" - for Water Utility Work	EACH	4	\$ 21,000.00	\$ 84,000.00				\$ 84,000.00
1	715-04482	PIPE CONNECTION COLLAR AND PAD	EACH	1	\$ 2,800.00	\$ 2,800.00				\$ 2,800.00
1	715-04826	VALVE AMBUSHMENT - for Water Utility Work	EACH	19	\$ 3,500.00	\$ 66,500.00				\$ 66,500.00
1	715-04826	1 1/2" WATER SERVICE LINE - for Water Utility Work	UFT	75	\$ 90.00	\$ 6,750.00				\$ 6,750.00
1	715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	UFT	777	\$ 84.00	\$ 65,268.00				\$ 65,268.00
1	715-05151	PIPE, TYPE 2, CIRCULAR, DIAMETER 15 IN.	UFT	26	\$ 150.00	\$ 3,900.00				\$ 3,900.00
1	715-05151	PIPE, TYPE 2, CIRCULAR, DIAMETER 24 IN.	UFT	1813	\$ 90.00	\$ 163,170.00				\$ 163,170.00
1	715-05159	PIPE, TYPE 2, CIRCULAR, DIAMETER 36 IN.	UFT	390	\$ 80.00	\$ 31,200.00				\$ 31,200.00
1	715-05171	PIPE, SANITARY SEWER, DIAMETER 18 IN.	UFT	290	\$ 170.00	\$ 49,300.00				\$ 49,300.00
1	715-05639	INSERTION VALVE, 6" - for Water Utility Work	EACH	1	\$ 14,000.00	\$ 14,000.00				\$ 14,000.00
1	715-06064	VIDEO INSPECTION FOR PIPE	UFT	2622	\$ 1.50	\$ 3,933.00				\$ 3,933.00
1	715-11895	WATER SERVICE CONNECTION - for Water Utility Work	EACH	22	\$ 3,000.00	\$ 66,000.00				\$ 66,000.00
1	715-14005	PIPE END SECTION, DIAMETER 15 IN.	EACH	1	\$ 1,200.00	\$ 1,200.00				\$ 1,200.00
1	715-14005	PIPE END SECTION, DIAMETER 18 IN.	EACH	8	\$ 1,200.00	\$ 9,600.00				\$ 9,600.00
1	715-08083	8" TAPPING SLEEVE AND 8" TAPPING VALVE WITH VALVE BOX - for Water Utility Work	EACH	1	\$ 14,000.00	\$ 14,000.00				\$ 14,000.00
1	715-08083	4" TAPPING SLEEVE AND 4" TAPPING VALVE WITH VALVE BOX - for Water Utility Work	EACH	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
1	715-08083	8" TAPPING SLEEVE AND 8" TAPPING VALVE WITH VALVE BOX - for Water Utility Work	EACH	4	\$ 9,000.00	\$ 36,000.00				\$ 36,000.00
1	715-08083	8" TAPPING SLEEVE AND 8" TAPPING VALVE WITH VALVE BOX - for Water Utility Work	EACH	4238	\$ 165.00	\$ 699,270.00				\$ 699,270.00
1	715-08111	4" WATER MAIN - for Water Utility Work	UFT	82	\$ 90.00	\$ 7,380.00				\$ 7,380.00
1	715-08112	6" WATER MAIN - for Water Utility Work	UFT	870	\$ 110.00	\$ 95,700.00				\$ 95,700.00
1	715-08113	8" WATER MAIN - for Water Utility Work	UFT	208	\$ 150.00	\$ 31,200.00				\$ 31,200.00
1	715-08629	1" WATER SERVICE LINE (DIRECTIONAL DRILL) - for Water Utility Work	UFT	159	\$ 80.00	\$ 12,720.00				\$ 12,720.00
1	715-08629	1" WATER SERVICE LINE - for Water Utility Work	UFT	269	\$ 70.00	\$ 18,830.00				\$ 18,830.00
1	715-08629	1 1/2" GATE VALVE WITH VALVE BOX - for Water Utility Work	EACH	16	\$ 5,000.00	\$ 80,000.00				\$ 80,000.00
1	720-0709	TRENCH DRAIN	UFT	84	\$ 560.00	\$ 47,040.00				\$ 47,040.0

Current Estimates - Local Share

Phase	Des	Cost Share	Local	Totals	
PE Sidewalk	2400535	20%	\$	194,973.50	
PE Waterline	2101166	100%	\$	140,000.00	
RW Serv.	2101166	20%	\$	37,096.02	
			\$	372,069.52	\$ 372,069.52
RW Parcels sidewalk	2400535	20%	\$	237,229.00	
RW Parcels Waterline	2101166	100%	\$	160,355.00	
			\$	397,584.00	\$ 397,584.00
RR Sidewalk	2400535	20%		41,224.23	\$ 41,224.23
CN Sidewalk	2400535	20%	\$	515,501.53	
CN Waterline	2101166	100%	\$	2,326,804.00	Updated per the Utility Agreement
			\$	2,842,305.53	\$ 2,842,305.53
					\$ 3,653,183.28

**AGREEMENT COVERING CONSTRUCTION OF SIDEWALK AT RAILROAD-
HIGHWAY GRADE CROSSING AND INSTALLATION OF ACTIVE WARNING
DEVICES**

Project Des#: 2400535

Draft of: August 13, 2026

CITY Contract: R-43991

DOT #: 509308E

RR File#: N/A

RR Milepost: 28.11

Location: SR 127 in Angola, Indiana

Max Train Speed: 15 mph

THIS AGREEMENT, made and entered into by and between the City of Angola, hereinafter called "City", and Indiana Northeastern Railroad, hereinafter called the "RAILROAD".

W I T N E S S E T H

WHEREAS, sidewalk will cross the tracks of the RAILROAD, in Steuben County, Indiana; and

WHEREAS, in the interest of public safety and convenience, the CITY desires to install a sidewalk at the existing grade crossing at the location designated on **Exhibit 1**, herein attached and incorporated by reference; and

WHEREAS, the City has requested of the RAILROAD permission to construct a sidewalk upon the operating right-of-way of the RAILROAD and entry on RAILROAD property for constructing the improvements; and

WHEREAS, under Indiana Code 8-23-2-6 and 8-23-3 the City of Angola is authorized "to cooperate with the United States Government under any federal law in any manner necessary to secure for the State of Indiana the proportion of any federal appropriation which may be made in the future"; and

WHEREAS, the CITY desires to install said project work at such location with the aid of federal funds apportioned to the CITY as authorized by Title 23, of the United States Code, (Public Law 85-767, 85th Congress) or any other Acts supplemental thereto or amendatory thereof.

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

Section 1. The RAILROAD, insofar as its title enables it to do so and subject to the rights of the RAILROAD to operate and maintain its railroad and railroad appurtenances along and over its right-of-way, grants the CITY and the CONTRACTOR the right to enter upon lands owned or operated by the RAILROAD for the purpose of constructing and maintaining the roadway facilities in accordance with the general plans and specifications for **Project 2400535**, which are incorporated and made a part hereof by reference. It is understood that the actual conveyance of

land or rights, if such are required by Indiana State Law, shall be by means of other instruments to be negotiated between the CITY and the RAILROAD.

Section 2. Detailed plans and specifications for the sidewalk construction project shall be prepared by the CITY and approved by the Federal Highway Administration. All plans and specifications affecting the interests of the RAILROAD shall be subject to approval by the Chief Engineer of the RAILROAD, or his authorized representative, before work is commenced. No changes in the plans or specifications affecting the interests of either party hereto shall be made without the written consent of said party.

Section 3. The parties hereto shall perform or cause to be performed the following items of work to accommodate the plans and specifications for **Project 2400535**:

(a) Work by CITY:

- (1)** The CITY shall be responsible for causing the construction of the sidewalk, including all necessary grading, paving, other drainage made necessary by the construction of the sidewalk facilities.
- (2)** The CITY will place and maintain pedestrian advance warning signs and pavement markings in accordance with the Indiana Manual on Uniform Traffic Control Devices - current edition and any subsequent amendments, revisions, or supplements thereto.

(b) Work by the RAILROAD:

- (1)** The RAILROAD shall reconstruct the grade crossing to conform with the proposed sidewalk, at the location designated on **Exhibit 1** to conform with the manufacturer's specifications which are subject to prior approval by the CITY and the Federal Highway Administration, and in accordance with the Indiana Department of Transportation's Special Provisions for construction of Highway-Railway Grade Crossings, revised March 7, 1996, which are incorporated and made a part hereof by reference.
- (2)** The RAILROAD shall install new active warning devices at the location designated and shown on **Exhibit 1**, herein attached and incorporated by reference. The design and installation of such warning devices shall conform with the State of Indiana Special Provisions "Installation of Active Warning Devices at Highway-Railway Grade Crossings" revised March 6, 1997, which are incorporated and made a part hereof by reference and applicable requirements of Part VIII of the 2003 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, and any subsequent amendments, revisions, or supplements thereto.

Section 4. The RAILROAD has furnished to the CITY in reproducible form an estimate of costs to be incurred by the RAILROAD for the project. The force account estimate shall be subject to approval by the CITY, and summarized in **Exhibit 2** and herein attached and incorporated by reference

Section 5. All materials shall be furnished and delivered to the crossing site by the RAILROAD and shall be new, except as otherwise specifically approved by the CITY, prior to installation.

Section 6. The Railroad shall perform, or cause to be performed such temporary and permanent alterations of communication lines, signal lines, signals, and other facilities on its operating right-of-way, and do such other work and furnish such services, as are required by the above work, in accordance with the estimate of force account work marked **Exhibit 2**, herein attached and incorporated by reference. If the RAILROAD is not equipped to perform any part of the work with its own forces, it may request the permission of the CITY to do the work by contract. The RAILROAD, after receiving written approval of the method of selection of a contractor, may proceed to award a contract for the work. The provisions of Section 19 of this agreement, shall apply to any portion of the work, including engineering services, which the RAILROAD may perform by the contract method.

The RAILROAD shall keep complete records of the cost of the above work to be performed by it and shall submit to the CITY on request such information as it may require concerning the cost and other details of the work. These records shall be available for audit by representatives of the CITY and Federal Highway Administration for a period of three years from the date final payment has been received by the RAILROAD. Except as otherwise provided in this agreement, the CITY shall reimburse the Railroad for the actual cost of the above work performed by it which is estimated to be **Two Hundred and Six Thousand, One Hundred and Twenty-one Dollars and Thirteen Cents (\$206,121.13)**. In the event there are increases in the extent of the work or changes in methods of performing the work, this amount may be increased by mutual agreement. The eligibility for reimbursement of costs of changes to the RAILROAD's facilities and facilities jointly owned or used by the RAILROAD and utility companies shall be determined in accordance with the regulations as set forth in the Federal Aid Policy Guide 23 CFR, Part 140, Subpart I, and 23 CFR, Subchapter G, Part 646, Subpart B issued December 9, 1991, and subsequent amendments or supplements thereto, which are incorporated herein by reference. It is agreed that progress payments will be made by the CITY to the RAILROAD for the total amount of work done as shown on monthly statements or when the amount due the RAILROAD equals \$1,000.00 or more, said progress billing to be paid within thirty-five (35) days of receipt of the RAILROAD's progress bill. Upon receipt of the final bill, the RAILROAD shall be reimbursed for such items of project work and project expense in such amounts as are proper and eligible for payment and the project shall be submitted for final audit. In the event final audit discloses that the CITY has reimbursed the RAILROAD more than the amount due under the terms of this agreement, the RAILROAD shall promptly repay the CITY the amount overpaid it. Billings to the CITY shall clearly show whether they are partial or final claims. The CITY shall reimburse the RAILROAD for any items of work and expense performed by it at the written direction of the CITY, which are not eligible for reimbursement from Federal funds.

The RAILROAD shall not commence any of the work to be undertaken by it hereunder until notified in writing by the CITY to proceed, and said work by the RAILROAD shall be commenced within thirty days after such notification to proceed. Buying and assembling of materials shall be construed as compliance with the foregoing (30) thirty-day provision.

Section 7. The RAILROAD and the CITY, through their representatives, agree to cooperate in every reasonable manner for the prompt and safe execution of the work in accordance with the

terms of this agreement. The RAILROAD shall be responsible for the maintenance of railway traffic during the progress of the work performed under this agreement, and shall, unless otherwise provided in this agreement, furnish at project expense the necessary railroad personnel to protect its own operations as required by the regular operating rules of the RAILROAD. All work herein provided to be done by the RAILROAD shall be performed in such manner as not to interfere unnecessarily with the movement of traffic upon the highway. Any watchmen or flagmen necessary to protect or safeguard highway traffic shall be provided by the CITY at its own cost. Any necessary closure of the highway to traffic during the progress of the work shall be made only with the approval of the CITY.

Section 8. The CITY shall require the CONTRACTOR to take out, before work is commenced and to keep in effect until work is completed and accepted, a Railroad Protective Public Liability Policy of Insurance in the name of the Railroad, said policy to be in the form specified in the Federal-Aid Policy Guide 23 CFR, Part 646, Subpart A issued December 9, 1991, and any subsequent amendments or supplements thereto, which are incorporated herein by reference. The maximum dollar amounts of coverage with respect to bodily injury, death, and property damage, is limited to a combined amount of two million dollars (\$2,000,000.00) per occurrence with an aggregate limit of six million dollars (\$6,000,000.00) for the term of the policy. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Indiana. Further, that the CONTRACTOR will certify that he has Contractor's Public Liability and Property Damage Insurance in the amounts indicated in the contract Special Provisions.

Section 9. On all contract construction operations involving direct interference with the Railroad's tracks or traffic, the fouling of railroad operating clearances, or reasonable probability of accidental hazard to railroad traffic, the CITY shall require the Contractor to arrange for the necessary railroad personnel to protect such operations as required by the regular operating rules of the Railroad as determined by the Chief Engineer of the Railroad or his authorized representative, except in connection with the railroad force account work as provided in Section 3b hereof. The Railroad will reimburse for the actual cost of such protective services furnished by it, at project expense in accordance with the estimate of force account work, as set forth in Exhibit 3, attached hereto and made a part hereof. The CITY shall make final settlement with said Contractor contingent on a showing that the Railroad has been reimbursed for any expenses which are for the sole benefit of the Contractor or that satisfactory arrangements have been made for such reimbursement. Any watchmen or flagmen necessary to protect or safeguard highway traffic shall be provided by the CITY at its own cost.

Section 10. The RAILROAD shall notify the CITY, not less than fourteen (14) calendar days prior to the time of starting the actual construction of the project.

Section 11. The CONTRACTOR shall notify the RAILROAD, not less than fourteen (14) calendar days prior to the time of entering upon the RAILROAD's property for the purpose of installing the sidewalk as well as any grading.

Section 12. The RAILROAD shall coordinate all work described in Section 3(b) with the roadway construction project.

Section 13. It is understood that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all

plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal project.

Section 14. In the event that delays or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of the CITY render it impracticable to utilize funds from current appropriation for the construction of the project, then at any time before actual project work is started by the RAILROAD or the RAILROAD CONTRACTOR pursuant to proper approval or authority, the CITY may serve formal notice of cancellation upon the RAILROAD and this agreement shall thereupon become null and void. The CITY shall reimburse the RAILROAD for all costs incurred by it at the written request of the CITY on account of the project work prior to cancellation.

Section 15. The CITY shall require the CONTRACTOR, upon completion of the work of such CONTRACTOR, to remove from within the limits of the Railroad's operating right-of-way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such CONTRACTOR, and to leave the operating right-of-way in a neat condition, satisfactory to the Chief Engineer of the RAILROAD or his authorized representative.

Section 16. Upon completion of the project, the RAILROAD shall at its own cost and expense maintain the grade crossing and active warning devices in proper working condition including the renewals as may be necessary, except as may otherwise be provided by law from time to time.

Section 17. Upon completion of the project, the CITY shall at its own cost and expense maintain, or by agreement with others provide for the maintenance of the sidewalk facilities including the drainage thereof.

Section 18. In accordance with the Federal Aid Policy Guide 23 CFR, Part 646, Subpart 646.210(b)(1), issued December 9, 1991, and subsequent amendments or supplements thereto, the installation of the warning devices and grade crossing is found to be of no ascertainable net benefit to the RAILROAD and the RAILROAD shall not be assigned liability in the project costs.

Section 19. Non-Discrimination

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the RAILROAD covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The RAILROAD certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an

employment relationship between the State and any applicant or employee of the RAILROAD or any subcontractor.

- B. The CITY is a recipient of federal funds, and therefore, the CITY requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of the CITY to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (the CITY's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

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

1. Compliance with Regulations: The RAILROAD shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The RAILROAD, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RAILROAD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RAILROAD for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RAILROAD of the RAILROAD's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
4. Information and Reports: The RAILROAD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the RAILROAD is in the exclusive possession of another who fails or refuses to furnish this information, the RAILROAD shall so certify to the CITY or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the RAILROAD's noncompliance with the nondiscrimination provisions of this Agreement, the CITY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the RAILROAD under the Agreement until the RAILROAD complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The RAILROAD shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Section 20. If, at any future time, the parties hereto agree that the need for the grade crossing and active warning devices herein contemplated has ceased to exist at the herein designated location, the RAILROAD may with the approval of the CITY and the Federal Highway Administration, remove said devices to any other crossing on its lines in the State of Indiana. The proposed devices shall become the property of the RAILROAD, except in the case of termination of the RAILROAD as an existing rail carrier in Indiana, in which case title to the devices shall revert to the CITY.

Section 21. Wherever the term CONTRACTOR appears in this agreement, it shall refer to the contractor(s) for the CITY and all subcontractors to the CITY's contractor(s). Wherever the term RAILROAD CONTRACTOR appears in this agreement, it shall refer to the contractor(s) for the RAILROAD and all subcontractors to the RAILROAD's contractor(s).

Section 22. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

Section 23. This agreement shall be for the benefit of the parties hereto only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the CITY and the RAILROAD and their successors and assigns.

Section 24. Buy America Certification:

- a. Steel, iron, manufactured products, and construction materials used in the Project are subject to section 70914 of BABA Act and Budget Memo M-22-11, as implemented by covered agencies of [*the Department of Transportation administration, e.g., FTA, FRA, or FHWA etc.*].
- b. Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, 135 Stat. 429, 1298 (2021), as implemented by the Office of Management and Budget per Budget Memo M-22-11 and [*the respective Department of Transportation administration*]. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

<<<<Remainder of this page left blank intentionally>>>>

This Agreement shall be binding upon the parties hereto, and their successors or assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized.

Indiana Northeastern Railroad

By: 

Printed Troy Strane

Title General Manager

Date 09/17/26

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

The City of Angola

By
By:

Name: _____ Date _____
Title:

APPROVED AS TO LEGALITY AND FORM:

Theodore E. Rokita (for) _____
Indiana Attorney General (Date approved)

EXHIBIT 2

R-43991 Railroad Breakdown

Item	2101166	2400535	Total
Cantilevers, Foundations, and Installation	\$ 70,536.89		\$ 70,556.89
House and Ground Materials		\$ 132,667.00	\$ 132,667.00
Pedestrian Flasher and Foundation		\$ 8,486.05	\$ 8,486.05
Underground Cable	\$ 14,063.17	\$ 14,063.16	\$ 28,126.33
Engineering		\$ 9,000.00	\$ 9,000.00
Installation, Boring, Equipment Travel of House, IJ Installation, Ground, Flasher	\$ 40,554.91	\$ 40,554.92	\$ 81,109.83
Freight	\$ 1,350.00	\$ 1,350.00	\$ 2,700.00
Total	\$ 126,504.97	\$ 206,121.13	\$ 332,646.10



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Amanda Cope
2965 N 75 W Angola, IN 46703
2. Title or Position With Governmental Entity: City Engineer
3. a. Governmental Entity: City of Angola
b. County: Steuben
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): H&A Industrial Sewing, LLC
Amanda Cope is a principal member, owner, and operator of this LLC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
H&A Industrial Sewing, proposes to fix and repair damaged Angola Fire
Department turnout gear. Repairs to be done on an as needed basis.
Work would be done on a quote and PO basis and not on a contract basis.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

H&A Industrial Sewing, LLC would receive payment for repair services rendered. No products will be sold-only services. In past years the City of Angola has paid outside vendors approximately \$1,500 per year for such repair services.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the Mayor of Angola of
(Title of Officer or Name of Governing Body)

City of Angola and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

David B. Martin, Mayor

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 10/13/2026
(month, day, year)

Printed Name: Amanda R. Cope
(Please print legibly.)

Email Address: acope@angola.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

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	\$ 12,080,501.31	\$ 304,005.66	\$ 12,384,506.97	\$ 3,623,264.68	\$ 396,934.25	\$ 4,020,198.93	\$ 8,364,308.04
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	\$ 15,975.99	\$ -	\$ 15,975.99	\$ 11,700.00	\$ -	\$ 11,700.00	\$ 4,275.99
Motor Vehicle Highway	\$ 4,546,050.63	\$ 92,984.12	\$ 4,639,034.75	\$ 1,511,260.33	\$ 189,611.29	\$ 1,700,871.62	\$ 2,938,163.13
Local Road & Street	\$ 363,608.65	\$ 9,200.12	\$ 372,808.77	\$ -	\$ -	\$ -	\$ 372,808.77
Motor Vehicle Highway Restricted	\$ 309,605.49	\$ 19,326.96	\$ 328,932.45	\$ 43,400.00	\$ -	\$ 43,400.00	\$ 285,532.45
Parks & Recreation Operating	\$ 1,882,374.28	\$ 500.00	\$ 1,882,874.28	\$ 737,938.74	\$ 118,428.93	\$ 856,367.67	\$ 1,026,506.61
LIT Economic Development	\$ 5,439,813.07	\$ 71,438.83	\$ 5,511,251.90	\$ 459,007.90	\$ 25,832.79	\$ 484,840.69	\$ 5,026,411.21
Donation	\$ 216,492.62	\$ 2,555.00	\$ 219,047.62	\$ 50,863.32	\$ 1,893.28	\$ 52,756.60	\$ 166,291.02
Federal Grants Operating	\$ 47,775.51	\$ -	\$ 47,775.51	\$ 47,775.51	\$ -	\$ 47,775.51	\$ -
Local Law Enforcement Continuing Ed	\$ 48,542.07	\$ 4,393.99	\$ 52,936.06	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 50,836.06
Riverboat	\$ 187,254.92	\$ 31,695.07	\$ 218,849.99	\$ -	\$ -	\$ -	\$ 218,849.99
Local Road & Bridge Matching Grant	\$ 308,158.51	\$ -	\$ 308,158.51	\$ 34,805.13	\$ 221,087.00	\$ 255,892.13	\$ 52,266.38
Rainy Day	\$ 4,200,000.00	\$ -	\$ 4,200,000.00	\$ -	\$ -	\$ -	\$ 4,200,000.00
Hazardous Materials Response	\$ 16,330.08	\$ -	\$ 16,330.08	\$ 675.65	\$ -	\$ 675.65	\$ 15,654.43
LIT Public Safety	\$ 1,606,020.07	\$ 79,161.42	\$ 1,685,181.49	\$ 937,935.55	\$ 114,453.50	\$ 1,052,389.05	\$ 632,792.44
Opioid Settlement Unrestricted	\$ 50,471.19	\$ -	\$ 50,471.19	\$ -	\$ -	\$ -	\$ 50,471.19
Opioid Settlement Restricted	\$ 25,782.84	\$ -	\$ 25,782.84	\$ -	\$ -	\$ -	\$ 25,782.84
Fire Operating	\$ 3,823,280.14	\$ -	\$ 3,823,280.14	\$ 1,567,184.36	\$ 168,503.76	\$ 1,735,688.12	\$ 2,087,592.02
Redevelopment General	\$ 1,379,464.40	\$ -	\$ 1,379,464.40	\$ 17,070.00	\$ 12,040.00	\$ 29,110.00	\$ 1,350,354.40
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 177,804.55	\$ -	\$ 177,804.55	\$ -	\$ -	\$ -	\$ 177,804.55
Cumulative Capital Development	\$ 1,532,148.66	\$ -	\$ 1,532,148.66	\$ -	\$ -	\$ -	\$ 1,532,148.66
Park Nonreverting Capital	\$ 218,940.18	\$ 930.90	\$ 219,871.08	\$ 753.95	\$ 70.74	\$ 824.69	\$ 219,046.39
Park Cumulative Building	\$ 432,733.78	\$ -	\$ 432,733.78	\$ 73,024.00	\$ -	\$ 73,024.00	\$ 359,709.78
Local Major Moves Construction	\$ 186,332.69	\$ 4,705.94	\$ 191,038.63	\$ 98,500.00	\$ -	\$ 98,500.00	\$ 92,538.63
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 1,920,269.95	\$ 204,469.59	\$ 2,124,739.54	\$ 1,525,757.54	\$ 219,706.64	\$ 1,745,464.18	\$ 379,275.36
Water Sinking	\$ 312,968.81	\$ -	\$ 312,968.81	\$ 285,643.76	\$ -	\$ 285,643.76	\$ 27,325.05
Water Improvement	\$ 3,143,446.25	\$ 47,962.00	\$ 3,191,408.25	\$ 76,500.16	\$ 25,052.80	\$ 101,552.96	\$ 3,089,855.29
Water Customer Deposit	\$ 86,090.00	\$ 1,800.00	\$ 87,890.00	\$ 15,380.00	\$ 900.00	\$ 16,280.00	\$ 71,610.00
Water Construction	\$ 5,330,014.83	\$ 747,203.00	\$ 6,077,217.83	\$ 5,330,014.83	\$ 747,203.00	\$ 6,077,217.83	\$ -
Water SRF Bond and Interest	\$ 12,653.00	\$ 12,654.24	\$ 25,307.24	\$ -	\$ -	\$ -	\$ 25,307.24
Water Debt Service Reserve	\$ 297,207.97	\$ 896.46	\$ 298,104.43	\$ -	\$ -	\$ -	\$ 298,104.43
Wastewater Operating & Maintenance	\$ 2,703,062.22	\$ 290,376.71	\$ 2,993,438.93	\$ 2,142,700.96	\$ 333,135.60	\$ 2,475,836.56	\$ 517,602.37
Wastewater Sinking	\$ 477,785.83	\$ 18,658.32	\$ 496,444.15	\$ 215,000.00	\$ -	\$ 215,000.00	\$ 281,444.15
Wastewater Improvement	\$ 4,336,721.76	\$ 85,011.00	\$ 4,421,732.76	\$ 503,175.58	\$ 104,118.39	\$ 607,293.97	\$ 3,814,438.79
Wastewater Construction	\$ 4,038,761.00	\$ 684,936.00	\$ 4,723,697.00	\$ 4,038,761.00	\$ 684,936.00	\$ 4,723,697.00	\$ -
Police Pension	\$ 347,022.32	\$ 75,540.63	\$ 422,562.95	\$ 99,304.31	\$ 11,682.86	\$ 110,987.17	\$ 311,575.78
Payroll Withholding	\$ 3,288,236.31	\$ 384,301.13	\$ 3,672,537.44	\$ 3,250,965.12	\$ 506,131.88	\$ 3,757,097.00	\$ (84,559.56)
Escrow	\$ 80,200.00	\$ 1,200.00	\$ 81,400.00	\$ 12,950.00	\$ 6,800.00	\$ 19,750.00	\$ 61,650.00
TOTAL - CASH FUNDS	\$ 65,471,657.79	\$ 3,175,807.09	\$ 68,647,464.88	\$ 26,713,412.38	\$ 3,888,522.71	\$ 30,601,935.09	\$ 38,045,529.79
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)	\$ 27,868.77	\$ 3,154.09	\$ 31,022.86	\$ -	\$ -	\$ -	\$ 31,022.86
Moneys on Deposit (interest only) (8)	\$ 709,956.05	\$ 79,513.11	\$ 789,469.16	\$ -	\$ -	\$ -	\$ 789,469.16
Local Major Moves Construction (2)	\$ 3,008,563.82	\$ 9,231.98	\$ 3,017,795.80	\$ -	\$ -	\$ -	\$ 3,017,795.80
Total of Investments by Funds	\$ 3,746,388.64	\$ 91,899.18	\$ 3,838,287.82	\$ -	\$ -	\$ -	\$ 3,838,287.82
TOTAL - ALL FUNDS	\$ 69,218,046.43	\$ 3,267,706.27	\$ 72,485,752.70	\$ 26,713,412.38	\$ 3,888,522.71	\$ 30,601,935.09	\$ 41,883,817.61

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 September 2026**

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)	\$ 55,958.20	\$ -	\$ 55,958.20
Wastewater Sinking - Debt Service Reserve (20)	\$ 225,485.95	\$ -	\$ 225,485.95
Water- Debt Service Reserve (20)	\$ 298,104.43	\$ -	\$ 298,104.43
Water- SRF Bond & Interest (20)	\$ 25,307.24	\$ -	\$ 25,307.24
<u>Farmers State Bank</u>			
General Checking (3)	\$ 11,436,425.42	\$ (511,103.75)	\$ 10,925,321.67
General Savings (8)	\$ 26,289,469.16	\$ -	\$ 26,289,469.16
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 503.79	\$ -	\$ 503.79
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,031,022.86	\$ -	\$ 1,031,022.86
TRECS (2)	\$ 240.81	\$ -	\$ 240.81
TOTALS	\$ 39,362,517.86	\$ (511,103.75)	\$ 38,851,414.11
INVESTMENTS MADE FROM DEPOSITORY BALANCES		\$	-
ADD: Cash in Office		\$	1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 15857		\$	5,182.12
Deposit in transit (3) 15858		\$	100.00
Deposit in transit (3) 15859		\$	910.64
Deposit in transit (3) 15861		\$	6,995.80
Deposit in transit (3) 15865		\$	103.58
Outstanding NSF EOM		\$	65.56
Moneys on Deposit (interest only EOM)		\$	(820,492.02)
TOTAL CASH BALANCE, Plus Depository Balances Invested		\$	38,045,529.79
Total of Investments - All funds (As shown in Col 7 opposite page)		\$	3,838,287.82
TOTAL CASH BALANCE AND INVESTMENTS		\$	41,883,817.61