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

Monday, May 4, 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 April 20 minutes. (attachment)

UNFINISHED BUSINESS

1. Other unfinished business.

NEW BUSINESS

1. Open bids for the Poka-Bache South City Trail Project.

2. Ordinance No. 1799-2026. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.160, PROHIBITED TURNS. (first reading) (attachment)

3. Ordinance No. 1800-2026. AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA). (first reading) (attachment)

4. Review and determine if Vestil Manufacturing/ Vestil Manufacturing Corp./ Vestil LLC is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. (attachment)
   - Real Estate Improvements located at 749 Growth Parkway (Resolution No. 2017-712, ten years)
   - Personal Property located at 2999 North Wayne Street (Resolution No. 2017-712, ten years)
   - Real Estate Improvements located at 2999 North Wayne Street (Resolution No. 2021-802, ten years)
   - Personal Property located at 2999 North Wayne Street (Resolution No. 2021-802, five years)

5. Review and determine if Enterprise Pointe, L.P. located at 907 S Wayne St. is or is not in substantial compliance with the Statement of Benefits for Real Estate

Improvements. (Resolution No. 2018-735, ten years) (attachment)

6. Review and determine if Baril Coatings USA, LLC located at 401 Growth Parkway is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. (attachment)
    - Real Estate Improvements (Resolution No. 2019-756, ten years)
    - Personal Property (Resolution No. 2019-756, five years)

7. Review and determine if Precision Edge Surgical Products LLC located at 1910 N. Wayne Street is or is not in substantial compliance with Statement of Benefits for Real Estate Improvements. (attachment)
    - Personal Property (Resolution No. 2018-726, ten years)
    - Personal Property (Resolution No. 2022-835, five years)
    - Personal Property (Resolution No. 2024-874, five years)
    - Personal Property (Resolution No. 2025-893, three years)

8. Review and determine if Feddema Industries, Inc. located at 1305 Wohlert Street is or is not in substantial compliance with the Statement of Benefits for Personal Property Real Estate Improvements. (attachment)
    - Resolution No. 2020-789, five years
    - Resolution No. 2022-826, five years

9. Request termination of abatement for Feddema Industries, Inc. located at 1305 Wohlert Street. Resolution No. 2021-801, five years,

10. Presentation of the Wastewater Collection and Treatment Facility Master Plan by Fleis & Vandenbrink.

11. Request approval of the Professional Services agreement with Fleis & Vandenbrink for Water Utility Master Plan in the amount of $63,600. (attachment)

12. Request approval of the Scope of Work Memo for Chloride Technical support with GEI Consultants in the amount of $22,300. (attachment)

13. Request approval of the Professional Services Contract between the City of Angola and Indiana Department of Natural Resources to provide water and wastewater services to Pokagon State Park. (attachment)

14. Request approval of the Interlocal Agreement Between The Indiana Department of Transportation and City of Angola, Indiana Concerning A HMA Overlay and Sidewalk Project Along SR 127 (North Wayne Street). (attachment)

15. Reports:
    - Clerk-Treasurer
    - Department Head

16. Request approval of the Allowance of Accounts Payable Vouchers 79606 through 79811 totaling $2,165,461.73. (separate attachment)

17. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, May 18, 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@angolain.org as soon as possible but no later than three business days before the scheduled event.

April 20, 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, and Jennifer L. Sharkey answered roll. Council Member Jerold D. McDermid was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Economic Development and Planning Director Retha Hicks, and Police Chief Ken Whitmire.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the April 6, 2026 minutes. Council Member Coffey seconded the motion. The motion carried 4-0.

NEW BUSINESS

Clerk-Treasurer's Depository Statement and Cash Reconcilement for the month ending March 2026 was presented for Council information.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Coffey moved to approve the Allowance of Accounts Payable Vouchers 79356 through 79605 totaling $1,287,813.91 which includes interfund transfers of $167,906.00. Council Member Sharkey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:01 p.m.

____
David B. Martin, Mayor
Presiding Officer

Attest:

____
Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1799-2026

AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.160, PROHIBITED TURNS

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 10.15.160, Prohibited Turns, is amended to read as follows:

When signs are erected giving notice thereof, it is unlawful to make a turn on the following streets:

Street	***Unauthorized Turn***
Woodhull Dr.	**Left turn onto North Wayne Street**

Section 3. 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 May 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 May 2026.

____
Ryan P. Herbert, Clerk-Treasurer

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

____
David B. Martin, Mayor

ORDINANCE NO. 1800-2026

AN ORDINANCE ESTABLISHING
A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)

WHEREAS, Indiana Code §7.1-3-31 authorizes the establishment of a Designated Outdoor Refreshment Area: and

WHEREAS, the Common Council believes it is in the best interest of the City to create a Designated Outdoor Refreshment Area in the City's Downtown, as authorized by Indiana Code §7.1-3-31 *et seq.*, which Area is shown on the attached Map, which is designated as Exhibit "A" and incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Angola, Indiana as follows:

1. All definitions in Indiana Code §7.1-3-31 *et seq*. shall apply to this Ordinance, including, but not limiting, to the following:
   "Designated Permittee" means a permittee that:
   (1) holds a retailer or craft manufacturer permit located within a refreshment area;
   (2) has submitted a completed application to the municipality to participate in the refreshment area as a designated permittee; and
   (3) is designated by the commission under section 9 of this chapter.

   "Refreshment Area" means an outdoor area that a municipality designates as a refreshment area as provided in this chapter.

   "Vendor" means a person issued a temporary vendor designation under section 10 of this chapter and either:
   (1) A temporary beer or wine permit; or
   (2) A supplemental catering permit.

2. The Common Council hereby adopts the Map of the City of Angola Downtown Designated Outdoor Refreshment Area attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Common Council finds that the Angola Downtown Outdoor Refreshment Area is consistent with the City of Angola's Zoning Code.

4. The Common Council hereby approves and adopts the required signage designating the City of Angola Downtown Designated Outdoor Refreshment Area and directs the City to place the signage at the boundaries of the Area, as required by law.

5. The City of Angola Downtown Designated Outdoor Refreshment Area shall be in effect during the following hours:

    (1) Monday-Thursday: 11:00 a.m. until 9:00 p.m.
    (2) Friday and Saturday: 11:00 a.m. until 11:00 p.m.
    (3) Sunday: 12:00 p.m. until 5:00 p.m.

6. The City finds that each of the following retailers are an appropriate Designated Permittee and requests the Indiana Alcohol Commission to issue each a "Refreshment Area Designation" upon submission of their completed application to the City to participate in the Area as a Designated Permittee:

    (1) Buck Lake Bar & Grill
    (2) Cork & Barrel
    (3) The Venue
    (4) Sutton's Deli
    (5) Monument Pizza Pub
    (6) The Moose Family Center
    (7) Elixir

    Any additional licensed premises located within the Downtown Refreshment Area who desire to be designated as a "Designated Permittee" and granted a "Refreshment Area Designation" shall submit the "City of Angola DORA Retailer Application" to the City for approval and recommendation by the Common Council by Resolution.

7. Any organization or establishment that desires to be a "Vendor" for the Downtown Designated Refreshment Area shall submit a Special Event Permit Application and the State Form Designated Outdoor Refreshment Area Designation Form for each event to the City for approval.

8. A Vendor's location may be at any or all of the designated areas within the Downtown Designated Outdoor Refreshment Area as shown on Exhibit "A", subject to approval of the Special Event Permit and State Form.

9. Nothing in this Ordinance prohibits a business, landlord, or other establishment from denying open containers of alcoholic beverages to enter their premises or from denying alcoholic beverages purchased from another establishment to enter their premises.

10. The City of Angola maintains full authority and control over the sidewalks and common area, and no one may prohibit or limit open containers in accordance with Indiana Code §7.1-3-31 within the Designated Outdoor Refreshment Area in those spaces except for the City of Angola Police Department.

11. Upon receipt of "Refreshment Area Designation" from the Indiana Alcohol Commission the Designated Permittee shall remove all stanchions, fencing, or other means of separation previously required by law from all common areas, sidewalks, and right of way of the City of Angola as provided by Indiana Code §7.1-3-31-15.

12. In accordance with Indiana Code §7.1-3-31 *et seq*. a person may consume an alcoholic beverage purchased from a designated permittee or vendor anywhere within the refreshment area boundaries, subject to the right of any retailer permittee or business within the refreshment area to refuse to allow individuals to enter the licensed premises or business with an alcoholic beverage.

13. All Designated Permittees and Vendors may allow a person to exit the designated permittee's or vendor's licensed premises with not more than two (2) open containers of an alcoholic beverage at a time. The contents of an open container may not exceed the following:

    (1) Beer or flavored malt beverage of not more than sixteen (16) ounces.
    (2) Wine, cider, or hard seltzer of not more than twelve (12) ounces.
    (3) A mixed drink of not more than ten (10) ounces containing not more than two (2) ounces of liquor.

14. All Designated Permittees and Vendors serving carry-out alcoholic beverages for consumption within the Refreshment Area must serve in the approved non-breakable container, affixed with the logo that identifies the container for use only in the refreshment area.

15. Glass containers may only be allowed in a Designated Permittee's Outdoor dining area and may not be removed into the Downtown Designated Outdoor Refreshment Area.

16. A sign, as required by Indiana Code §7.1-3-31-16 must be posted at each exit of a Designated Permittee and on the licensed premises of a Vendor.

17. This Ordinance shall be in full force and effect upon passage, approval, and publication pursuant to Indiana law.

ALL OF WHICH IS ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, ON THIS THE ______ DAY OF ____________, 2026.

____
David B. Martin, Mayor
Presiding Officer

Attest:

____
Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of ________ a.m. / p.m. this _______ day of _________ 2026.

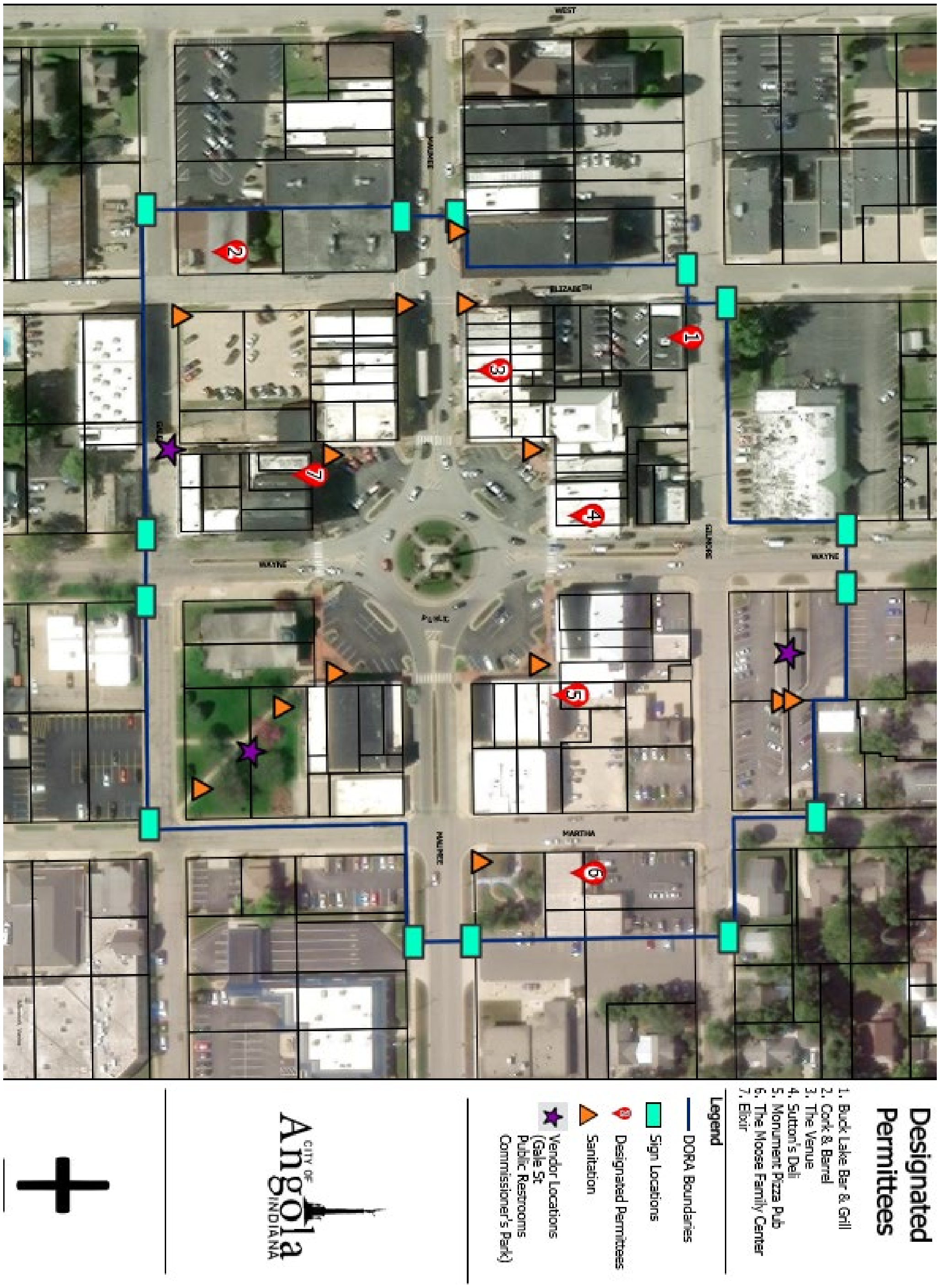
____
Ryan P. Herbert, Clerk-Treasurer

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

____
David B. Martin, Mayor

ORDINANCE NO. 1800-2026

Exhibit A



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

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

2026 PAY 2027
FORM CF-1 / Real Property

PRIVACY NOTICE

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

INSTRUCTIONS:

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: VESTIL, LLC/VESTIL MANUFACTURING		County: STEUBEN
Address of Taxpayer *(number and street, city, state and ZIP code)*: 2999 N. WAYNE STREET ANGOLA IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: BARRY TRINE	Telephone Number: 260-665-7586	Email Address: BARRY@VESTIL.COM

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: ANGOLA COMMON COUNCIL	Resolution Number: 2017-712	Estimated Start Date *(month, day, year)*: 08/03/2017
Location of Property: 749 GROWTH PARKWAY ANGOLA IN 46703		Actual Start Date *(month, day, year)*: 12/31/2017
Description of Real Property Improvements: See attached		Estimated Completion Date *(month, day, year)*: 12/31/2022
		Actual Completion Date *(month, day, year)*: 08/31/2022

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	425	454
Salaries	16,300,000	23,351,004
Number of Employees Retained	425	425
Salaries	16,300,000	16,300,000
Number of Additional Employees	100	29
Salaries	3,264,560	7,051,004

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	9,539,746	8,239,700
Plus: Values of Proposed Project	8,576,500	
Less: Values of Any Property Being Replaced		
Net Values Upon Completion of Project	18,116,246	8,239,700
ACTUAL	COST	ASSESSED VALUE
Values Before Project	9,539,746	
Plus: Values of Proposed Project	6,062,050	
Less: Values of Any Property Being Replaced		
Net Values Upon Completion of Project	15,601,796	

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative: Barry Trine	Title: VP	Date Signed *(month, day, year)*: 4/14/26

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

Name of taxpayer

VESTIL, LLC/VESTIL MANUFACTURING

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY

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

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

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

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

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

We have reviewed the CF-1 and find that:	
☑	The Property Owner **IS** in Substantial Compliance
☐	The Property Owner **IS NOT** in Substantial Compliance
☐	Other *(specify)* ____________

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 4 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS
PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

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

FORM CF-1 / PP

2026 PAY 2027

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

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer VESTIL MANF. CO./VESTIL LLC		County Steuben
Address of Taxpayer (street and number, city, state and ZIP code) 2999 N. Wayne Street Angola IN 46703		DLGF Taxing District Number 76012
Name of Contact Person BARRY TRINE	Telephone Number 260-665-7586	Email Address Barry@vestil.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body ANGOLA COMMON COUNCIL	Resolution Number 2017-712	Estimated Start Date (month, day, year) 08/03/2017
Location of Property 2999 N. WAYNE STREET ANGOLA IN		Actual Start Date (month, day, year) 12 / 31 / 2017
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. FORK TRUCKS, PLASMA CUTTER, LASER CRANE SYSTEM		Estimated Completion Date (month, day, year) 12/31/2022
		Actual Completion Date (month, day, year) 08 / 31 / 2022

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	425	454
Salaries	16,300,000	23,351,004
Number of Employees Retained	425	425
Salaries	16,300,000	16,300,000
Number of Additional Employees	100	29
Salaries	3,264,560	7,051,004

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	5,226,627	1,552,940						
Plus: Values of Proposed Project	5,812,000							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	11,038,627	1,552,940						
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project	11,034,828	3,310,448						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project								

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed (month, day, year)
Barry Trine	VP	4/14/26

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

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

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

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

We have reviewed the CF-1 and find that:	
☑	The property owner **IS** in substantial compliance
☐	The property owner **IS NOT** in substantial compliance
☐	Other *(specify)*

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

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

2026 PAY 2027
FORM CF-1 / Real Property

PRIVACY NOTICE

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

INSTRUCTIONS:

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: VESTIL MANF. CORP., VESTIL CO., ANGOLA		County: STEUBEN
Address of Taxpayer *(number and street, city, state and ZIP code)*: 2999 N WAYNE ST. ANGOLA IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: BARRY TRINE	Telephone Number: 260-665-7586	Email Address: BARRY@VESTIL.COM

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: ANGOLA COMMON COUNCIL	Resolution Number: 2021-802	Estimated Start Date *(month, day, year)*: 02/23/2021
Location of Property: 2999 N. WAYNE ST. ANGOLA IN 46703		Actual Start Date *(month, day, year)*: 04/01/2021
Description of Real Property Improvements: 20,000 SQUARE FOOT ADDITION WILL HOUSE A NEW PRESS BRAKE, STEEL FOLDER, CRANE SYSTEM AND RACKING		Estimated Completion Date *(month, day, year)*: 08/01/2021
		Actual Completion Date *(month, day, year)*: 10/27/2021

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	433	454
Salaries	17,112,160	23,351,004
Number of Employees Retained	433	433
Salaries	17,112,160	17,112,160
Number of Additional Employees	20	21
Salaries	780,400	6,238,844

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project		
Plus: Values of Proposed Project	900,000	
Less: Values of Any Property Being Replaced		
Net Values Upon Completion of Project	900,000	
ACTUAL	COST	ASSESSED VALUE
Values Before Project		
Plus: Values of Proposed Project	854,073	
Less: Values of Any Property Being Replaced		
Net Values Upon Completion of Project	854,073	

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
[signature]	VP	4/14/26

ClientLoc

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

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

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

We have reviewed the CF-1 and find that:

- ☑ The Property Owner **IS** in Substantial Compliance
- ☐ The Property Owner **IS NOT** in Substantial Compliance
- ☐ Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
	May 4 2026

Attested By	Designating Body
	Common Council

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 4 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
	May 4 2026

Attested By	Designating Body
	Common Council

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY State Form 51765 (R7 / 12-22) Prescribed by the Department of Local Government Finance	**PRIVACY NOTICE** This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.	**FORM CF-1 / PP** **2026 PAY 2027**

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

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer VESTIL MANF. CO./VESTIL LLC		County Steuben
Address of Taxpayer *(street and number, city, state and ZIP code)* 2999 N. Wayne Street Angola IN 46703		DLGF Taxing District Number 76012
Name of Contact Person BARRY TRINE	Telephone Number 260-665-7586	Email Address Barry@vestil.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body ANGOLA COMMON COUNCIL	Resolution Number 2021-802	Estimated Start Date *(month, day, year)* 02/23/2021
Location of Property 2999 N. WAYNE STREET ANGOLA IN		Actual Start Date *(month, day, year)* 02 /28 /2021
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. PRESS BRAKE STEEL FOLDER		Estimated Completion Date *(month, day, year)* 08/01/2021 Actual Completion Date *(month, day, year)* 10/6 2021

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	433	454
Salaries	17,112,160	23,351,004
Number of Employees Retained	433	433
Salaries	17,112,160	17,112,160
Number of Additional Employees	20	21
Salaries	780,400	6,238,844

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	1,191,000		105,000		165,000		310,000	
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	1,191,000		105,000		165,000		310,000	
ACTUAL	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	1,218,312	365,494						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project								

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Carri Trine	VP	4/14/24

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

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

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

1. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*

2. *If the property owner is found* ***NOT*** *to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.*

3. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.*

4. *If the designating body determines that the property owner has* ***NOT*** *made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.*

We have reviewed the CF-1 and find that:

- [x] The property owner **IS** in substantial compliance
- [ ] The property owner **IS NOT** in substantial compliance
- [ ] Other *(specify)* ____________________

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing ☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

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

2026 PAY 2027
FORM CF-1 / Real Property

PRIVACY NOTICE

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

INSTRUCTIONS:

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: Enterprise Pointe, L.P.		County: Steuben
Address of Taxpayer *(number and street, city, state and ZIP code)*: 227 E Washington Blvd Fort Wayne IN 46802		DLGF Taxing District Number: 012
Name of Contact Person: Stephen T. Hoffman	Telephone Number: (260) 399-410	Email Address: hugh@kellerdev.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: City of Angola	Resolution Number: 2018-735	Estimated Start Date *(month, day, year)*: 04/01/2020
Location of Property: 907 S. Wayne Street Angola IN 46703		Actual Start Date *(month, day, year)*: 04/01/2020
Description of Real Property Improvements: See attached		Estimated Completion Date *(month, day, year)*: 04/01/2021
		Actual Completion Date *(month, day, year)*: 07/26/2021

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees		
Salaries		
Number of Employees Retained		
Salaries		
Number of Additional Employees	2	2
Salaries	39,000	79,423

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project		883,000
Plus: Values of Proposed Project	5,855,000	
Less: Values of Any Property Being Replaced	374,000	
Net Values Upon Completion of Project	5,481,000	883,000
ACTUAL	COST	ASSESSED VALUE
Values Before Project		
Plus: Values of Proposed Project	6,187,230	2,253,600 *
Less: Values of Any Property Being Replaced	375,000	
Net Values Upon Completion of Project	5,812,230	2,253,600

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative: Robert H. Mosser, CPA	Title: Agent of Owners	Date Signed *(month, day, year)*: 4/14/2026

*** Using 2025 Form 11 values.**
2026 Form 11 not yet received.

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

Name of taxpayer

Enterprise Pointe, L.P.

SECTION 2	LOCATION AND DESCRIPTION OF PROPERTY

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

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

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

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

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

We have reviewed the CF-1 and find that:

☑	The Property Owner **IS** in Substantial Compliance
☐	The Property Owner **IS NOT** in Substantial Compliance
☐	Other *(specify)* ___

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

Time of Hearing		Date of Hearing *(month, day, year)*	Location of Hearing
	☐ AM ☐ PM		

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 4 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 26 PAY 20 27
FORM CF-1 / Real Property

PRIVACY NOTICE

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

INSTRUCTIONS:

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: BARIL COATINGS USA LLC		County: STEUBEN
Address of Taxpayer *(number and street, city, state, and ZIP code)*: 401 GROWTH PARKWAY, ANGOLA, IN 46703		DLGF Taxing District Number: 76-012
Name of Contact Person: JOSEPH RABENSTEINE	Telephone Number: (260) 665-8431	Email Address: J.RABENSTEINE@BARILCOATINGS.US

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: COMMON COUNCIL OF THE CITY OF ANGOLA	Resolution Number: 2019-756	Estimated Start Date *(month, day, year)*: 6/1/2019
Location of Property: 401 GROWTH PARKWAY, ANGOLA, IN, 46703		Actual Start Date *(month, day, year)*:
Description of Real Property Improvements: 20,000 SQUARE FEET OF NEW WAREHOUSE CONSTRUCTION AND REDESIGN OF EXISTING SPACE TO ACCOMODATE NEW BASKET MILLS AND PRODUCTION EQUIPMENT		Estimated Completion Date *(month, day, year)*: 11/30/2019
		Actual Completion Date *(month, day, year)*: 09/30/2020

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	38	47
Salaries	2,165,389	3,820,017
Number of Employees Retained	38	38
Salaries	2,165,389	2,165,389
Number of Additional Employees	5	9
Salaries	200,000	1,654,628

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	$ 675,000	$ 382,800
Plus: Values of Proposed Project	$ 1,500,000	$
Less: Values of Any Property Being Replaced	$ 0	$
Net Values Upon Completion of Project	$ 2,200,000	$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	$ 946,274	$ 382,800
Plus: Values of Proposed Project	$ 1,484,754	$
Less: Values of Any Property Being Replaced	$ 0	$
Net Values Upon Completion of Project	$ 2,431,028	$ 382,800

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Joseph Rabensteine	CONTROLLER	04/22/2026

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

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

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

We have reviewed the CF-1 and find that:

- ☑ The Property Owner **IS** in Substantial Compliance
- ☐ The Property Owner **IS NOT** in Substantial Compliance
- ☐ Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

Time of Hearing ☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 4 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4 2026
Attested By	Designating Body Common Council

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

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

FORM CF-1 / PP

2026 PAY 2027

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

SECTION 1 — TAXPAYER INFORMATION

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

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

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

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	38	47
Salaries	2,165,389	3,820,017
Number of Employees Retained	38	38
Salaries	2,165,389	2,165,389
Number of Additional Employees	5	9
Salaries	200,000	1,654,628

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	200,000							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	200,000							
ACTUAL	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project	77,808	14,005						
Plus: Values of Proposed Project	122,192	16,216						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	200,000	30,221						

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Joseph Rabensteine	CONTROLLER	04/22/2026

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

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

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

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

We have reviewed the CF-1 and find that:

- ☑ The property owner **IS** in substantial compliance
- ☐ The property owner **IS NOT** in substantial compliance
- ☐ Other *(specify)* ______________________

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing ☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

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

Attachment to Form CF-1

Qualified Equipment Additions

Description	Cost	In Service Date
Beginning values through 5/31/19	$ -	
1/2/20 - 1/1/21		
Floor Scrubbing Machine	12,987.08	
Aerosol Filing Machine	2,500.00	
New Racking and Shelving For Warehouse	10,880.03	
Water Cooled Vats	9,120.00	
New Scale	2,507.00	
Sulair Premium Refrigerated Air Dryer	5,832.49	
Surveillance Cameras	10,799.90	
Disposals	-	
Subtotal	54,626.50	
1/2/21 - 1/1/22		
Tank Washing Machine	101,516.46	
Mezzanine for Lift Tables	19,470.00	
Bottom Fill - Filling Machine	23,900.00	
450L Water-Jacketed Tank	5,965.29	
Floorscale	3,525.00	
Paint Mixer/Shaker Machine	13,327.00	
New Mixer Unit	52,489.65	
Neumatic Boom Lift	4,725.00	
Disposals	-	
Excess over resolution limit	(157,352.45)	
Subtotal	67,565.95	
Total through 1/1/25	$ 122,192.45	

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

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

FORM CF-1 / PP

20 25 Pay 20 26

INSTRUCTIONS:

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: Precision Edge Surgical Products LLC		County: Steuben
Address of Taxpayer *(number and street, city, state, and ZIP code)*: 1910 N. Wayne Street, Angola, IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: Ann Marie Collins	Telephone Number: (214)244-5442	Email Address: acollins@savills.us

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: Angola Common Council	Resolution Number: 2018-726	Estimated State Date *(month, day, year)*: 2-25-18
Location of Property: 1910 N Wayne Street, Angola, IN 46703		Actual Start Date *(month, day, year)*: 2-25-18
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.		Estimated Completion Date *(month, day, year)*: 12-31-18
		Actual Completion Date *(month, day, year)*: 12-31-18

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	38	62
Salaries	1356600	3638674
Number of Employees Retained	38	38
Salaries	1356600	2230155
Number of Additional Employees	9	24
Salaries	316700	1408519

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project	$ 2579628	$ 922843	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 2660000	$ 922843	$	$	$	$	$ 6800	$ 6800
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$
ACTUAL	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project	$ 2579628	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 3022000	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Deanie Boswell	Controller	04/13/2026

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

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

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

We have reviewed the CF-1 and find that:	
☑	The property owner **IS** in substantial compliance
☐	The property owner **IS NOT** in substantial compliance
☐	Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

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

FORM CF-1 / PP

2025 Pay 2026

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

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: Precision Edge Surgical Products LLC		County: Steuben
Address of Taxpayer *(number and street, city, state, and ZIP code)*: 1910 N. Wayne Street, Angola, IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: Ann Marie Collins	Telephone Number: (214)244-5442	Email Address: acollins@savills.us

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: Angola Common Council	Resolution Number: 2022-835	Estimated State Date *(month, day, year)*: 9/20/2022
Location of Property: 1910 N. Wayne Street, Angola, IN 46703		Actual Start Date *(month, day, year)*: 9/20/2022
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.		Estimated Completion Date *(month, day, year)*: 12/31/2022
Improving existing building with addition $150,000 parking lot and $30,000 wat		Actual Completion Date *(month, day, year)*: 12/31/2022

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	39	62
Salaries	1970007	3638674
Number of Employees Retained	39	39
Salaries	1970007	2288343
Number of Additional Employees		24
Salaries		1408519

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$ 250000	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 307000	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$ 0	$	$	$	$	$	$	$

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Dennis Boswell	Controller	4/13/2026

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

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

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

We have reviewed the CF-1 and find that:	
☑	The property owner **IS** in substantial compliance
☐	The property owner **IS NOT** in substantial compliance
☐	Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member		Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council	

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
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FORM CF-1 / PP

2025 Pay 2026___

INSTRUCTIONS:

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3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: Precision Edge Surgical Products LLC		County: Steuben
Address of Taxpayer *(number and street, city, state, and ZIP code)*: 1910 N. Wayne Street, Angola, IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: Ann Marie Collins	Telephone Number: (214)244-5442	Email Address: acollins@savills.us

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: Angola Common Council	Resolution Number: 2024-874	Estimated Start Date *(month, day, year)*: 10-15-24
Location of Property: 1910 N. Wayne Street, Angola, IN 46703		Actual Start Date *(month, day, year)*: 10-15-24
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.		Estimated Completion Date *(month, day, year)*: 12-31-24
		Actual Completion Date *(month, day, year)*: 12-31-24

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	41	62
Salaries	1911420	3638674
Number of Employees Retained	41	41
Salaries	1911420	2406219
Number of Additional Employees		21
Salaries		1232455

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 3020728	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$ 3020728	$	$	$	$	$	$	$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 3420728	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Deanna Boswell	Controller	4/13/2026

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

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

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

We have reviewed the CF-1 and find that:

- ☑ The property owner **IS** in substantial compliance
- ☐ The property owner **IS NOT** in substantial compliance
- ☐ Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing ☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

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Prescribed by the Department of Local Government Finance

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FORM CF-1 / PP

2025 Pay 2026___

INSTRUCTIONS:

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3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of Taxpayer: Precision Edge Surgical Products LLC		County: Steuben
Address of Taxpayer *(number and street, city, state, and ZIP code)*: 1910 N. Wayne Street, Angola, IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: Ann Marie Collins	Telephone Number: (214) 244-5442	Email Address: acollins@savills.us

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: Angola Common Council	Resolution Number: 2025-893	Estimated Start Date *(month, day, year)*: 9/1/2025
Location of Property: 1910 N. Wayne Street, Angola, IN 46703		Actual Start Date *(month, day, year)*: 9/1/2025
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.		Estimated Completion Date *(month, day, year)*: 12/31/2025
		Actual Completion Date *(month, day, year)*: 3/31/2026

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	79	62
Salaries	4615410	3638674
Number of Employees Retained	79	62
Salaries	4615410	3638674
Number of Additional Employees	24	
Salaries	1402150	

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$ 2465000	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$	$	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	$	$	$	$	$	$	$	$
Plus: Values of Proposed Project	$ 2896719	$ 0	$	$	$	$	$	$
Less: Values of Any Property Being Replaced	$	$	$	$	$	$	$	$
Net Values Upon Completion of Project	$	$	$	$	$	$	$	$

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
Deanie Boswell	Controller	4/13/2026

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

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

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

We have reviewed the CF-1 and find that:	
☑	The property owner **IS** in substantial compliance
☐	The property owner **IS NOT** in substantial compliance
☐	Other *(specify)* ________________

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing	☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

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

FORM CF-1 / PP

2026 PAY 2027

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

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: FEDDEMA INDUSTRIES, INC.		County: STEUBEN
Address of Taxpayer *(street and number, city, state and ZIP code)*: P O BOX 246, ANGOLA IN 46703		DLGF Taxing District Number: 76012
Name of Contact Person: LEN FEDDEMA	Telephone Number: (260)665-6463	Email Address:

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body: ANGOLA CITY COUNCIL	Resolution Number: 2020-789	Estimated Start Date *(month, day, year)*: 12/15/2020
Location of Property: 1460 WOHLERT ST, ANGOLA IN 46703		Actual Start Date *(month, day, year)*: 12/15/2020
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired: DOOSAN MACHINE		Estimated Completion Date *(month, day, year)*: 03/31/2021
		Actual Completion Date *(month, day, year)*: 02/11/2021

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	14	14
Salaries	534,000	534,000
Number of Employees Retained	14	14
Salaries	634,000	534,000
Number of Additional Employees	1	6
Salaries	570,000	447,502

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	379,339							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	379,339							
ACTUAL	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	391,611							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	391,611							

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
[signature]	PRESIDENT	04/10/2026

Prepared by: BUTLER CPA LLC • 733 E NORTH ST, KENDALLVILLE, IN 46755 • (260)347-0475

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

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

1. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*

2. *If the property owner is found* ***NOT*** *to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.*

3. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.*

4. *If the designating body determines that the property owner has* ***NOT*** *made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.*

We have reviewed the CF-1 and find that:

- ☑ The property owner **IS** in substantial compliance
- ☐ The property owner **IS NOT** in substantial compliance
- ☐ Other *(specify)* ______________________

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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

Time of Hearing ☐ AM ☐ PM	Date of Hearing *(month, day, year)*	Location of Hearing

HEARING RESULTS *(to be completed after the hearing)*

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*

Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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

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

PRIVACY NOTICE
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FORM CF-1 / PP

2026 PAY 2027

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

INSTRUCTIONS:
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3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-I).*

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Name of taxpayer FEDDEMA INDUSTRIES, INC.		County STEUBEN
Address of Taxpayer *(street and number, city, state and ZIP code)* P O BOX 246 ANGOLA IN 46703		DLGF Taxing District Number 76012
Name of Contact Person LEN FEDDEMA	Telephone Number (260)665-6463	Email Address

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body Angola Council	Resolution Number 2022-826	Estimated Start Date *(month, day, year)* 07/01/2022
Location of Property 1460 WOHLERT ST ANGOLA IN 46703		Actual Start Date *(month, day, year)* 07/01/2022
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. 2 Citizen Cincom L32, Hass DX30Y, 2 Citizen Cincom A320, Floor Scrubber, Air Compressor, Air Powered Crane, Pallet Change Mill		Estimated Completion Date *(month, day, year)* 12/31/2022 Actual Completion Date *(month, day, year)* / /

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	16	16
Salaries	776,000	776,000
Number of Employees Retained	16	16
Salaries	776,000	776,000
Number of Additional Employees	10	4
Salaries	515,000	305,502

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project	2,417,089							
Plus: Values of Proposed Project	1,747,769							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	4,164,858							
ACTUAL	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**	**COST**	**ASSESSED VALUE**
Values Before Project								
Plus: Values of Proposed Project	2,434,568							
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	2,434,568							

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

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative	Title	Date Signed *(month, day, year)*
[signature]	PRESIDENT	04/10/2026

Prepared by: BUTLER CPA LLC • 733 E NORTH ST, KENDALLVILLE, IN 46755 • (260)347-0475

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2. *If the property owner is found* ***NOT*** *to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.*
3. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.*
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We have reviewed the CF-1 and find that:	
☑	The property owner **IS** in substantial compliance
☐	The property owner **IS NOT** in substantial compliance
☐	Other *(specify)* ______

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)* May 4, 2026
Attested By	Designating Body Common Council

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	☐ AM ☐ PM		

HEARING RESULTS ***(to be completed after the hearing)***

☐ Approved ☐ Denied *(see Instruction 5 above)*

Reasons for the Determination *(attach additional sheets if necessary)*	
Signature of Authorized Member	Date Signed *(month, day, year)*
Attested By	Designating Body

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FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

March 10, 2026

Via email: acope@angolain.org

Amanda Cope, P.E., City Engineer
City of Angola
210 N. Public Square
Angola, IN, 46703

RE: Water Utility Master Plan

Dear Amanda:

Thank you for the opportunity to submit a proposal to develop a water utility master plan for the City of Angola. We appreciate the opportunity to continue working with the City to expand the planning work recently completed on the wastewater collection and treatment facility to the City's drinking water system.

Similar to the wastewater utility master plan nearing completion, we understand the City is proactively positioning its water system to accommodate future growth and development. The City continues to experience steady expansion, including active discussions with developers regarding potential large projects within the City and possible extensions beyond the current municipal boundaries.

SCOPE OF WORK

The scope of work will include two main components, a water reliability study and master plan, which is outlined below. The water reliability study will evaluate the ability of the water supply, treatment system, storage, and distribution system to meet existing and future projected demands. The master plan will include findings of the reliability study, complete inventory and condition assessment, and provide recommended improvements and upgrades, including associated capital costs.

WATER RELIABILITY STUDY

HYDRANT FLOW TESTING

F&V will work with the City to identify hydrant testing locations. Test locations will be evenly spread throughout the system on a variety of watermain sizes and materials. F&V expects that hydrant testing will take one full working day. F&V will coordinate with the City to identify hydrant test locations, and schedule the hydrant testing so a City staff member can assist F&V during the hydrant testing. Input from City's emergency services regarding fire flow and hydrant test locations would also be welcome.

DATA ANALYSIS

F&V will meet with the City to review current system operations and request data needed to complete the study, including historical water-usage records (well pumpage, well condition reports, treated water production, billed customer usage, etc.); water quality analytical results; storage tank inspection

2960 Lucerne Drive SE
Grand Rapids, MI 49546
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F: 616.977.1005
www.fveng.com

reports; pump inspection/capacity-test reports and pump curves; and SCADA operational settings for storage tanks, pumps, and valves.

F&V will review and analyze data provided by the City and develop 20-year water-usage projections based on historical population and usage trends. Water projections will include the areas within the City targeted for development and will follow methodology and assumptions matching the basis for wastewater flow projections included in the recently completed wastewater utility master plan. Existing and projected water demands will be incorporated into the water system model.

WATER SYSTEM MODELING

F&V utilizes WaterGEMS for water-system modeling. F&V will use the City's existing GIS mapping as the basis for developing the WaterGEMS model. It is assumed that pipe sizes, materials, and installation ages will be available from the City's GIS. The water-usage data previously provided by the City will be incorporated into the model as system demands. The system's largest water customers and their associated demands will be applied at their specific locations, with the remaining system demand distributed evenly among the other nodes.

The system will be simulated under average-day, maximum-day, and peak-hour demand conditions for existing and future projected scenarios. Pressure and fire-flow contours will be exported as figures for inclusion in the report. Areas with insufficient fire-flow capacity will be evaluated and recommendations for improvements will be developed. After modeling these improvements, new contour figures will be exported to illustrate anticipated available fire flows.

Output from the water model will be merged with the City's GIS so existing and proposed static and dynamic pressures and available fire flows are available in Angola's GIS.

ASSET MANAGEMENT PLANNING

INVENTORY & CONDITION ASSESSMENT

Inventory assessment will begin at the kickoff meeting with City staff to gather background information on the history and performance of each system being evaluated. F&V will discuss City goals and areas of concern including recurring problem areas, locations with higher than typical operations and maintenance (O&M) requirements, and capital improvements previously discussed or planned by the City.

To support development of the water utility master plan, a field condition assessment will be performed for the City's water supply and storage facilities. Information gathered during the inventory and condition evaluation will serve as the foundation for preparing the AMP. Based on condition ratings and future capacity needs, a 20-year master plan with estimated costs will be developed, prioritizing improvements from highest to lowest need for each system.

Condition assessment of the distribution system will largely be based on the type of water main, pipe material, age, and any known concerns inlcuding frequent breaks, freezing services or mains, leaks, or other City concerns.

CAPITAL IMPROVEMENTS PLAN

F&V will develop a master plan that will identify infrastructure upgrades to maintain reliable operation of the system and meeting existing and projected water system demands. Each recommendation will include project scope and estimated costs.

REPORT AND DELIVERABLES

F&V will provide a master plan in a format similar to the wastewater utility master plan previously completed. The report will include the following items:

- Summary of the findings of the water reliability study and hydraulic model, including results of simulations modeling the existing system and current demands, impacts of future developments, and recommended capacity improvements to meet the needs of future development. The summary will include tables and maps identifying the following:
  - Existing and future projected water storage requirements
  - Existing and projected future water supply, including firm capacity evaluation
  - Existing and future projected fire flows, inlcuding calculated flows at 20 psi residual pressure at each hydrant in the City's distribution system.

- Summary of existing and projected future flows, which will be based on growth and infill within the City of Angola and the development areas evaluated in the wastewater utility master plan.

- Summary of field condition assessments and asset inventory for storage, supply, and treatment components.

- Maps and figures highlighting recommended improvements and model results including existing and future projected pressures and fire flows within the system.

- Recommendations for upgrades and improvements necessary to maintain reliable water service to City water customers, and capacity improvements required to meet future demands.

- Electronic updates to the City's GIS to include results of the hydraulic modeling.

BUDGET

We propose to complete the scope of services outlined above for a **Lump Sum Fee of $63,600** billed monthly on the basis of the percentage of work completed. If our proposal is acceptable, we can provide the City with a Professional Services Agreement (PSA) for execution.

Thank you and feel free to contact us with any questions you may have.

Sincerely,

FLEIS & VANDENBRINK

Brant Mercer

Brant Mercer, P.E.
Project Manager

Lori A. Young

Lori Young, P.E.
Indiana Group Manager

Cc: Mitch Sattison – Angola Water Superintendent

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
110 Commerce Drive Danville, IN 46122
P: 317.745.6995 F: 317.745.6985

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of Angola, Indiana**, whose address is **210 N. Public Square, Angola, Indiana** ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: **General Consultation services as requested and authorized by the Owner. The Engineer will prepare a detailed Scope of Work and Engineering Fees for all authorizations, the first of which being Engineer's proposal letter dated March 10, 2026 for Water Utility Master Plan.**

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference: **Engineer's proposal as approved on a project-by-project basis by the City of Angola. Additional Provisions – Construction Observation.**

COMPENSATION OF ENGINEER: Each proposal letter will identify the project fee and the method in which the fee will be billed to the Owner. When possible, work will be performed on a negotiated basis for each assignment. All other work and additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within thirty (30) calendar days of presentation of the invoice. Invoices shall be past due forty-five (45) calendar days after presentation.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be the **City Engineer** who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with any negligent, grossly negligent, or willful act or omission of Owner, Owner's officers, employees, consultants, or contractors in the performance of work or labor any activity associated with the Services,. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project excepting only environmental contamination attributable or caused by the negligence of Engineer

Engineer, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, to the extent caused by, arising out of, resulting from or occurring in connection with, arising out of, or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, caused by any negligent, grossly negligent, or willful act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the Engineer. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay

Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Clay County, Indiana.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Indiana. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER **CITY OF ANGOLA, INDIANA**		ENGINEER **FLEIS & VANDENBRINK ENGINEERING, INC.**	
By:		By:	Lori A. Young
			Lori A. Young, P.E.
Title:		Title:	Indiana Regional Manager
By:		By:	Brant Mercer
			Brant Mercer, P.E.
Title:		Title:	Project Manager
Date:		Date:	April 24, 2026

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. **DEFINITIONS.**

   1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.

   1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

2. **SITE OBSERVATION.**

   2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

   2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.

   2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

3. **OWNER RESPONSIBILITIES.** Owner will:

   3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

4. **SITE SAFETY PROGRAMS AND PRECAUTIONS.**

   4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.

   4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.

   4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Engineer, nor relieve the Contractor of its responsibility for jobsite safety.

Consulting
Engineers and
Scientists

GEI Consultants

Memo

To: Jeff Gaff and Amanda Cope, City of Angola
David B Martin, Mayor, City of Angola
Jennifer Sharkey, Common Council, City of Angola

cc: Brady Dryer, Commonwealth Engineers, Inc.
Dan Deeb, ArentFox Schiff LLP

From: Ashley Romero, Dan Guth, and Ryan Holem; GEI Consultants, Inc.

Date: April 23, 2026

Re: 2026 Chloride Technical Support Scope of Work

GEI Consultants Inc., (GEI) has prepared the following Scope of Work (SOW) to provide technical support to the City of Angola (City) with issues pertaining to achieving long-term compliance with chloride effluent limitations at the City's Wastewater Treatment Plant (Angola WWTP). The Angola WWTP is an activated sludge treatment facility which discharges to H.D. Wood Ditch and Mud Creek which are tributaries to Pigeon Creek. The elevated chloride levels in the Angola WWTP effluent has long been of regulatory concern with respect to protection of beneficial uses in the receiving waters. In 2023, GEI evaluated a potential pathway to provide regulatory relief by developing site-specific chloride criteria. This involved a recalculation procedure (327 IAC 2-1.5-16), which derives criteria based on species most likely to be resident in Angola WWTP receiving waters rather than the more general species list used for the existing criteria. As requested by Commonwealth Engineers, GEI is providing a cost estimate to update the calculations for the 2023 site-specific chloride criteria for H.D. Wood Ditch/Mud Creek.

Task 1 – Site-specific Modification of Aquatic Life Criteria for Chloride

Indiana water quality standards provide for the derivation of site-specific aquatic life criteria using the "recalculation procedure" under 327 IAC 2-1.5-16. According to the text of this rule, "site-specific criteria may be allowed if justified by demonstrated pertinent toxicological differences between the aquatic species that occur at the site or those that were used in the derivation of the criteria…". Under Task 1, GEI will provide ongoing support by conducting the recalculation procedure using the following primary steps:

- Conduct a literature search and review new chloride studies to evaluate if they meet the study design requirements established in the Guidelines for Deriving Numerical National Water Quality Criteria for the Protection of Aquatic Organisms and Their Uses (EPA 1985).

GEI Consultants, Inc.
4601 DTC Boulevard, Suite 325, Denver, CO 80237
303.662.0100 fax: 303.662.8757
www.geiconsultants.com

- Search for and review any recent biological data that may have been generated by IDEM and/or IDNR.
- Update the toxicity database developed in 2023, which calculated chloride criteria on the basis of hardness and sulfate.
- Recalculate the chloride criteria using the updated site-specific dataset

As for a list of aquatic species likely to be resident in Angola WWTP receiving waters, GEI recommends evaluating any recent biological data identifying the aquatic species found in H.D. Wood Ditch/Mud Creek to generate a recent and thorough list of expected taxa to be used in the recalculation procedure.

Task 2 – Chloride Technical Memo Update

The technical memorandum provided to the City in October 2023 will be updated and include the results from the literature review and reflect any new data that has become available. This comprehensive summary will also discuss changes, if applicable, to the site-specific chloride criteria for H.D. Wood Ditch/Mud Creek. The updated site-specific toxicity database used to derive the site-specific chloride criteria will also be provided.

Task 3 – OPTIONAL – Meetings

Task 3 includes budget for the communication and coordination for a single meeting to be held in person with the client, however, only on an as needed basis and is included as an optional task.

Assumptions

- Includes three virtual meetings (1 hour each): a kick-off meeting, mid-project check-in meeting, and meeting to discuss the updated technical memo.
- Additional biological and habitat assessments in H.D. Wood Ditch/Mud Creek are not included in this cost estimate but could be conducted to provide additional and more current site-specific data. GEI can provide the cost for such efforts in a separate scope.

Costs

Estimated costs for the tasks described above are as follows:

Task	Estimated Costs
1: Site-specific Modification of Aquatic Life Criteria for Chloride	$11,100
2: Chloride Technical Report	$9,400
Optional Task	
3: Meetings	$1,800
Total including optional task	$22,300

Schedule

The approximate schedule of activities is as summarized below and is contingent on the date at which the project is approved to move forward.

- Recalculation Procedure
  - Kick-off meeting - May 2026
  - Literature review and biological data search - May/June 2026
  - Toxicity database update and recalculation of chloride criteria - June 2026
- Reporting
  - Report update - June/July 2026
  - Draft report submission and discussion - July 2026
  - Final report submission - July 2026

Terms of Engagement

Our Services will be performed in accordance with the attached Standard Professional Servies Agreement or other mutually agreed upon terms. Invoices will be submitted on a monthly basis. Please sign and return one copy of the attached Professional Services Agreement. A fully executed agreement will serve as our notice to proceed. We appreciate the opportunity to work with you and look forward to discussing the cost and scope provided herein.

GEI Consultants:

Dan Guth, Project Manager

Ryan Holem, Senior Professional

City of Angola:

References

IDEM. 2021. *Article 2 Water Quality Standards*. Office of Water Quality, Surface Water and Operations Branch. Revised January 6, 2021.

United States Environmental Protection Agency (EPA). 1985. *Guidelines for Deriving Numerical National Water Quality Criteria for the Protection of Aquatic Organisms and Their Uses.* PB85-227049. Washington D.C.

GEI Consultants

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc., 401 S Washington Square, Suite 103, Lansing, MI 48933 and

City of Angola, Indiana, 1095 Redding Road, Angola, IN 46703

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.

b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.

b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.

c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.

d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.

e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.

b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.

b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.

b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars ($50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.

c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.

b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.

b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.

c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.

d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.

e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Jeff Gaff
	Wastewater Superintendent – City of Angola
	1095 Redding Road, Angola, IN 46703
For GEI:	Ryan Holem
	401 S Washington Square, Suite 103, Lansing, MI 48933

b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.

c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.

d) Controlling Law. This Agreement is to be governed by the laws of Indiana.

e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.

g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.

i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.

b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.

c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.

d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.

e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

_✓_Exhibit A, Scope of Services and Schedule

_✓_Exhibit B, Payment Terms

_✓_Exhibit C, Insurance

_✓_Exhibit D, Special Provisions for Field Services

~~_✓_Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~

_✓_Exhibit F, Special Provisions for Engineering Design Services

_✓_Exhibit G, Special Provisions for Opinions of Probable Construction Costs

_✓_Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:	For GEI:
By: ______________________	By: ______________________
(Signature)	(Signature)
	Ryan Holem
(Print Name)	(Print Name)
	Senior Professional, Branch Manager
(Title)	(Title)
	April 14, 2026
(Date)	(Date)

****

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated April 14, 2026.

EXHIBIT B

Payment Terms

See Attached GEI's 2025 Fee Schedule and Payment Terms.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):
   1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:
   1. Bodily Injury and Property Damage Combined: $1,000,000 per occurrence and in aggregate.
   2. Including explosion, underground drilling excavation, and collapse hazards.
   3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:
   1. Bodily Injury and Property Damage Combined: $1,000,000 per accident.
   2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:
   1. $1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.

B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.

C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.

E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.

B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.

C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:

1. Assumes all responsibility for interpretation of the construction Contract Documents.
2. Assumes all responsibility for construction observation and review.
3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.

3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.

4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.

B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional – Grade 1	$ 107
Staff Professional – Grade 2	$ 116
Project Professional – Grade 3	$ 126
Project Professional – Grade 4	$ 136
Senior Professional – Grade 5	$ 165
Senior Professional – Grade 6	$ 199
Senior Professional – Grade 7	$ 214
Senior Consultant – Grade 8	$ 288
Senior Consultant – Grade 9	$ 330
Senior Principal – Grade 10	$ 330
Senior Drafter and Designer / GIS	$ 124
Drafter and Designer / GIS	$ 100
*Senior Field Professional	$ 126
*Field Professional	$ 111
*Senior Technician	$ 96
*Technician II	$ 90
*Technician I	$ 80
Word Processor, Administrative Staff	$ 83
Office Aide	$ 83

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

GEI Consultants, Inc.
4601 DTC Boulevard, Suite 325, Denver, CO 80237
303.662.0100 fax: 303.662.8757
www.geiconsultants.com

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

PROFESSIONAL SERVICES CONTRACT

Contract #

This Contract ("Contract"), entered into by and between INDIANA DEPARTMENT OF NATURAL RESOURCES ("IDNR" or the "State") and the City of Angola (the "City"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

RECITALS:

WHEREAS, IDNR owns infrastructure at its Pokagon State Park operational site which is in need of replacement ("Pokagon State Park"); and

WHEREAS, the City has nearby water infrastructure and wastewater treatment facilities; and

WHEREAS, the City is willing to extend its water and wastewater services to Pokagon State Park, decommission IDNR's current infrastructure at Pokagon State Park, and has undertaken to install new infrastructure at Pokagon State Park; and

WHEREAS, the Parties desire to memorialize the mutual understanding between the Parties as it relates to the supply of water to Pokagon State Park facilities and wastewater collection from Pokagon Creek State Park sites; and

WHEREAS, IDNR and the City desire to enter into an agreement whereby the IDNR shall contract with the City to pay for water and wastewater services for Pokagon State Park.

NOW THEREFORE, the Parties acknowledge the terms of this Contract shall be subject to Indiana public bidding statutes, and all other relevant provisions of the Indiana Code, subject to the following provisions:

1. **Consideration**
   This Contract is entered into in consideration of the mutual terms and conditions placed on IDNR and the City, including but not limited to the rates described below for water and wastewater services.

2. **Duties of City**. The City shall do the following:
   a. Decommission, refurbish, and install water and wastewater infrastructure for the delivery of water and wastewater services to the agreed upon sites in Pokagon State Park identified by IDNR.
   b. Transfer ownership of the water and wastewater assets inside Pokagon State Park to IDNR as soon as the City's bond obligations for the water and wastewater infrastructure inside Pokagon State Park are satisfied. Notwithstanding the foregoing, the City shall retain ownership and maintenance responsibilities for all

infrastructure located within the perpetual easement(s) granted to the City inside Pokagon State Park, and utilized to serve customers in addition to the State.

c. Provide water service to Pokagon State Park ("Water Service").
d. Provide wastewater collection and wastewater treatment from Pokagon State Park ("Wastewater Service ")

3. **Duties of IDNR.** IDNR shall do the following:
   a. Pay for the repair and replacement of water and wastewater infrastructure inside Pokagon State Park, including but not limited to parts, materials, and time, to keep the water and wastewater infrastructure inside Pokagon Creek State Park functioning properly
   b. Pay the City for Wastewater Service at the rate of Four and 91/100 Dollars per One Thousand Gallons ($4.91/1,000 gallons) within thirty five (35) days of receiving a utility bill from the City. For payments made after thirty five (35) days IDNR shall incur an additional charge of eight percent (8%) on the outstanding balance, which shall be payable to the City on or before the date the next utility bill is sent from the City.
   c. Pay the City for Water Service at the rate of three and 96/100 Dollars per One Thousand Gallons ($3.96/1,000 gallons) within thirty five (35) days of receiving a utility bill from the City. For payments made after thirty five (35) days IDNR shall incur an additional charge of eight percent (8%) on the outstanding balance, which shall be payable to the City on or before the date the next utility bill is sent from the City.
   d. Pay the City a base rate for Wastewater Service of One Thousand Sixteen and 67/100 Dollars ($1,016.67) per month, which is in addition to the $4.91/1,000 gallons for wastewater, within thirty five (35) days of receiving a utility bill from the City. For payments made after thirty five (35) days IDNR shall incur an additional charge of eight percent (8%) on the outstanding balance, which shall be payable to the City on or before the date the next utility bill is sent from the City.
   e. Pay the City One Thousand Twenty-Two dollars and 07/100 Dollars ($1,022.07) per fire hydrant, for the five (5) fire hydrants located within the boundaries of Pokagon State Park annually, starting when water service begins and payable within thirty-five (35) days of receiving a utility bill from the City. For payments made after thirty-five (35) days IDNR shall incur an additional charge of eight percent (8%) on the outstanding balance, which shall be payable to the City on or before the date the next utility bill is sent from the City.
   f. Pay the City One Thousand Twenty-Two and 07/100 Dollars ($1,022.07) annually, starting when water service begins, for each sprinkler within the boundaries of Pokagon State Park within thirty-five (35) days of receiving a utility bill from the City. For payments made after thirty-five (35) days IDNR shall incur an additional charge of eight percent (8%) on the outstanding balance, which shall be payable to the City on or before the date the next utility bill is sent from the City.

4. **Term.** This Contract shall be effective for a period of four (4) years. It shall commence on July 31, 2027and shall remain in effect through July 31, 2031.

5. Renewal.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. Any such renewal(s) of this Contract may not be longer than ONE (1) year each. This Contract may be renewed by mutual written agreement of both City and IDNR for up to four (4) additional terms of ONE (1) year each, provided that the total term does not exceed five (5) years. IDNR may indicate its desire to renew this Contract by providing written notice to City at least thirty (30) days prior to the expiration of the Original Lease Term, or applicable renewal term. The renewal agreement will be under the same terms and conditions as the existing agreement and must be signed by both the City and IDNR.

4. Access to Records. The City and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.
A. The City binds its successors and assignees to all the terms and conditions of this Contract. The City may assign its right to receive payments to such third parties as the City may desire without the prior written consent of the State, provided that the City gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The City shall not assign the whole or any part of this Contract without the State's prior written consent. Additionally, the City shall provide prompt written notice to the State of any change in the City's legal name or legal status so that the changes may be documented and payments to the successor entity may be made. The City may, however, subcontract for the repair and/or replacement of water and wastewater infrastructure.

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

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

The State considers the City to be a "City" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the City is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

Requirements), City shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

9. 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. The City shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. 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 Contract shall be reviewed by the State and the City to determine whether the provisions of this Contract 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 Contract, the City shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at http://www.in.gov/ig/. If the City or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract 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 Contract 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. The City agrees that any payments currently due to the State of Indiana may be withheld from payments due to the City. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the City is current in its payments and has submitted proof of such payment to the State.

D. The City warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the City agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the City's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the City, the City may request that it be allowed to continue, or receive work, without delay. The City must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

F. The City warrants that the City and its 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 Contract and grounds for immediate termination and denial of further work with the State.

G. The City affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

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

(A) the City, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

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

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

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

I. i. The City warrants that the City, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:

(1) listed in Section 889 of the 2019 National Defense Authorization Act;
(2) listed in Section 1260H of the 2021 National Defense Authorization Act;
(3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
(4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

ii. In accordance with Executive Order 25-64, if the State determines that the City has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the City was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Contract to the City on or after the date the City is added to any such list or designation.

11. Condition of Payment. All services provided by the City under this Contract 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, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The City understands and agrees that data, materials, and information disclosed to the City may contain confidential and protected information. The City covenants that data, material, and information gathered, based upon or disclosed to the City for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by City for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the City and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by City, City agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.
A. The City recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another City, may continue them. The City agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The City shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The City shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The City shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The City also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the City shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The City shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The City certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 on 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 Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractors. The City shall immediately notify the State if any subcontractors 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 subcontractors for work to be performed under this Contract.

15. Default by State. If the State, fifteen (15) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the City may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, 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 Contract 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 Contract 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 Contract will not be cause for the City to terminate this Contract, and the City may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the 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.

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the City's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

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

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

18. Employment Eligibility Verification. As a condition precedent to entering this contract, 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 City 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 his/her/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 his/her/its subcontractors, who perform work under this Contract, to certify to the City that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The City agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement 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.

19. Employment Option. (Deleted/Not Applicable)

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract 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 Contract 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 Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 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 performance of this Contract, this Contract 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. The date of such written determination shall be the effective date of cancellation.

If the funds specified in this Contract for paying the City come solely from sources other than State funds and the State Budget Agency or IDNR makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

The City shall be compensated for completed supplies properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for supplies delivered or Services performed after the effective date of cancellation. The City and the State shall agree on the amount of payment for such supplies delivered and accepted. 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. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the City and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

22. Governing Law. This Contract 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 St. Joseph County, Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the City covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. 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, attorney's fees, and other expenses caused by any act or omission of the City and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the City.

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

26. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the City agrees that all such products or services are compatible with any of the technology standards found at https://www.in.gov/iot/2394.htm that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

27. Insurance.

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

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 $100,000 per occurrence and $1,000,000 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 Contract 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 Contract 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 Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, 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 Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The City shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the City is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the City shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the City from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The City shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

29. Licensing Standards. The City, its employees 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 Contract. 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 Contract.

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

31. Minority and Women's Business Enterprises Compliance. Reserved.

32. 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 Contract 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, 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 based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 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 subcontractor.

B. City covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws 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 decisions; 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 Contract, including for purposes of Indiana Code § 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 subcontractor.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

____
____
____
____
E-mail: ______________________

B. Notices to the City shall be sent to:
Mayor David Martin

210 N Public Square
Angola, IN 46703
dmartin@angolain.org

With a copy to:

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.

34. Order of Precedence; Incorporation by Reference. Reserved.

35. Ownership of Documents and Materials.
A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the City prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the City hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the City grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the City, without the prior written consent of the State, is prohibited. During the performance of this Contract, the City shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the City. Any loss or damage thereto shall be restored at the City's expense. The City shall provide the State full, immediate, and unrestricted access to the Materials and to City's work product during the term of this Contract.

36. Payments.
A. All nonutility payments shall be made thirty-five (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 Contract except as permitted by IC § 4-13-2-20.

B. If the City is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the City agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

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

38. Progress Reports. The City shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

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

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

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

42. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the City as a result of this Contract.

43. Termination for Convenience. This Contract 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 Contract 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.

44. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

45. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract 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 Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, 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 Contract.

46. Warranty. The Contractor warrants and guarantees that the Services provided pursuant to this Contract shall conform in all material respects with the specifications set forth in paragraph 1.A of this Contract, and will be: (A) free of any claim of infringement, misappropriation, unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the Contractor, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the completion of Services to determine any work not in compliance with the Contract. The Contractor shall correct such non-complying work prior to the expiration of the one-year warranty.

47. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

48. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows: Modified: 5. Renewal. Reserved/Delated: Employment Option; Termination for Default; Order of Precedence; Minority and Women's Business Enterprise Compliance.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the City, or that the undersigned is the properly authorized representative, agent, member or officer of the City. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the City, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion 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 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_CNTRCTS.GBL?

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

CITY OF ANGOLA	Indiana Department of Natural Resources
By:	By:
Printed Name:	Title:
Date:	Date:

Department of Administration By: (for) Brandon Clifton, Commissioner	
State Budget Agency By: (for) Chad Ranney, State Budget Director	Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

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 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, 2029, 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 constructing, installing, 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 maintaining and repairing the Sidewalk and Waterline at all times until the completion of the construction and installation of the Project. The City shall maintain 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 for 100% of the costs associated with the Waterline Project including any change orders during construction. Additionally, the City shall be responsible for 20% of the preliminary engineering and design costs associated with the Sidewalk Project. As stated in the official award letter dated February 22, 2021, and as depicted in **Exhibit B**, the total construction funding allocated for the Sidewalk Project is $2,368,000.00, excluding funds designated for construction inspection. In addition, the City shall remit to INDOT its 20% share of the Sidewalk Project costs, prior to the final tracings.

C. INDOT and the City will share the design costs related to the Project. The City shall provide funds for the design of the Project and the work related thereto in the estimated amount of $438,989.00 (which amount is subject to change and will be reconciled at the completion of the design). 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 <u>INDOT's Responsibilities.</u>

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

A. INDOT shall be responsible for completing the 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 preliminary engineering, design, 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 preliminary engineering and design of the Sidewalk portion of the Project, including materials, equipment, and labor, and for the payment thereof. INDOT shall have no responsibility for any costs associated with the Waterline Project. INDOT's contribution to the Sidewalk portion of the Project shall not exceed $1,195,954.00.

ARTICLE III
SPECIFIC MAINTENANCE RELATED PROVISIONS

3.1 <u>The City's Responsibilities.</u>

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

A. After construction and installation of the Sidewalk and Waterline portion 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. The City shall undertake maintenance and repair of the Sidewalk and Waterline, including the surface thereof, as needed to ensure the safety of users of the Sidewalk.

B. The City shall be responsible for all design and construction costs associated with the Waterline including any costs greater than the engineers estimate as well as any construction change orders. The City shall be responsible for paying 80% of the construction costs of the Sidewalk.

C. The City shall be responsible for undertaking maintenance of and repairs for the Sidewalk 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.

D. 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 therefor/related thereto to INDOT.

E. 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.

F. At least 30 days prior to <u>any</u> 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 thereafter.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 <u>INDOT's Responsibilities.</u>

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 contractor 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 § 5-22-3-1, the State and the CITY shall act in good faith in connection with the performance or administration of or 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 voluntary 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. In the event 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. If a valid dispute exists as to the CITY's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the CITY, the CITY may request that it be allowed to continue, or receive work, without delay. In any event, the CITY agrees that, notwithstanding the existence of a dispute, 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. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

C. [OMITTED – NOT APPLICABLE]

D. [OMITTED – NOT APPLICABLE]

E. [OMITTED – NOT APPLICABLE]

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 <u>**Employment Eligibility Verification.**</u> 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 Contractor 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.

A. As required by Financial Management Circular 3.3 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 performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

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/or 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 and all 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 Agreement.

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 Agreement.

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 CITY shall not be limited by the insurance required in this Agreement.

4. The insurance required in this CITY, 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 int his paragraph shall be construed to imply or establish and employment relationship between the State and any applicant or employee of the City or any contractor or subcontractor.

B. The City covenants that is 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.

C. For any program for which Federal financial assistance is awarded or authorized under a law administered by the United State Department of Transportation, the following additional information is required in accordance with 49 CFR § 21.7

1. Compliance with Regulations: The City shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated and made a part of the agreement.

2. Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of employees, including procurements of materials and purchases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Contracts/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 contractor, subcontractor, or supplier shall be notified by the City of the City's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, sex, national origin, religion, disability, or status as a veteran.

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

5. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the City under the Agreement until the City complies, and/or (b) cancellation, termination or suspension of the Agreement in whole or in part.

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

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

4.32 Notice to Parties.

A. i. 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 U.S. 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 addresses as shall be furnished in writing by any party to the other party.

ii. 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
jboyer3@indot.in.gov

iii.. 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

iv. 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; (c) three (3) days after the date deposited with the United States mail 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.

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 will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, 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.

A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of supplies, if any, or the rendering of Services shall be effected by delivery to the CITY of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such supplies and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.

B. The CITY shall be compensated for supplies properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for supplies delivered or Services performed after the effective date of termination. The CITY and the State shall agree on the amount of payment for such supplies delivered and accepted and for the protection and preservation of the property. 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. The CITY shall be compensated for supplies properly delivered and Services provided in accordance with this Agreement, but in no case shall the total payment made to the CITY exceed the original contract price or shall any price increase be allowed on individual line items, if any such supplies or Services were canceled only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.

C. For the purposes of this paragraph, the parties stipulate and agree that the IDOA shall also 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 to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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

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

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_CNTRCTS.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)
Brandon Clifton, Commissioner

Date: ____________________________

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

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

Date: ____________________________

EXHIBIT B

EXHIBIT B	Total Development Fe	INDOT Portion (Up to)	Local Portion (20%)	Local Portion (100%)	INDOT (100%)
Waterline PE (Actual Amount)	$140,000			$140,000	
Sidewalk PE (Actual Amount)	$634,943	$507,954	$126,989		
State Resurface Project (Actual Amount)	$797,468				$797,468
R/W PE (Actual Amount)	$255,000	$204,000	$51,000		
R/W (Estimated amount based on application)	$255,000	$204,000	$51,000		
RR (Estimated amount based on application)	$250,000	$200,000	$50,000		
Utilities (Estimated amount based on application)	$100,000	$80,000	$20,000		
Totals		$1,195,954	$298,989	$140,000	$797,468