

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

Monday, August 17, 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 August 3 minutes. (attachment)
 - Minutes of June 1, 2026, Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1806-2026. AN ORDINANCE FIXING COMPENSATION OF ELECTED OFFICIALS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027 (first reading) (attachment)
2. Ordinance No. 1807-2026. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12.25 PUBLIC PARKS. (first reading) (attachment)
3. Request approval of the Indiana Department of Transportation Highway Utility Agreement for SR 127 Water Main Replacement. (attachment)
4. Request approval of the proposed Grants and Subsidies for 2026 totaling \$40,945. (attachment)
5. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending July 2026 is presented for Council information. (attachment)
6. Reports:
 - Clerk-Treasurer
 - Department Head

7. Request approval of the Allowance of Accounts Payable Vouchers 81309 through 81514 totaling \$977,529.03 which includes transfers of \$122,865.00. (separate attachment)
8. Other new business.

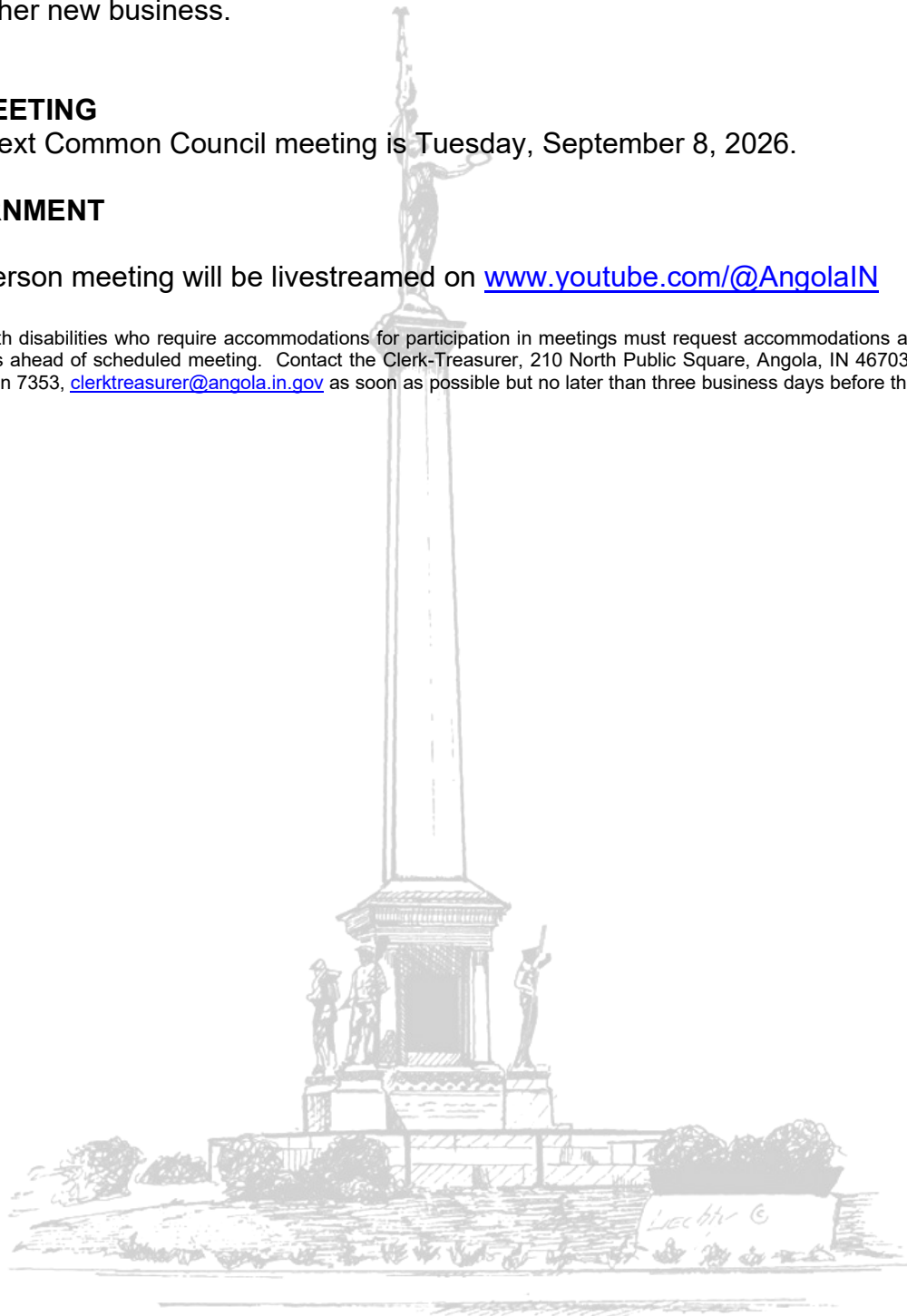
NEXT MEETING

The next Common Council meeting is Tuesday, September 8, 2026.

ADJOURNMENT

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

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



August 3, 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, Jennifer L. Sharkey, Charles P. Dowe, and Jerold D. McDermid answered roll. No Council Member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

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

Also present Tyler Coffel of Baker Tilly Advisors and Chris Emerick.

APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the July 20, 2026, minutes. Council Member Olson seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

Public hearing regarding the proposed wastewater rates was opened by Mayor Martin at 7:11 p.m. There being no comment, the hearing was considered closed at 7:12 p.m. Ordinance No. 1803-2026, AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND CHARGES TO BE COLLECTED BY THE CITY OF ANGOLA, INDIANA, FROM OWNERS OF PROPERTY SERVED BY THE SEWAGE TREATMENT WORKS OF THE CITY OF ANGOLA, INDIANA, AND AMENDING THE ANGOLA MUNICIPAL CODE, was read by title and presented to Council on third and final reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve carried 5-0.

Ordinance No. 1804-2026, AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027 was read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve carried 5-0.

NEW BUSINESS

Ordinance No. 1805-2026, AN ORDINANCE AMENDING THE CITY OF ANGOLA DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) BY INCLUDING THE WRITTEN BOUNDARY DESCRIPTION, was read by title and presented to Council for first reading. Council Member Coffey moved to poll the Council for unanimous consent to waive rule 22 and allow for all three readings at this meeting. Council Member Sharkey

seconded the motion. The motion to suspend Rule 22 passed unanimously 5-0. Council Member Olson moved to approve the ordinance on first reading. Council Member McDermid seconded the motion. The motion carried 5-0. Ordinance No. 1805-2026, AN ORDINANCE AMENDING THE CITY OF ANGOLA DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) BY INCLUDING THE WRITTEN BOUNDARY DESCRIPTION, was then read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion carried 5-0. Ordinance No. 1805-2026, AN ORDINANCE AMENDING THE CITY OF ANGOLA DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) BY INCLUDING THE WRITTEN BOUNDARY DESCRIPTION, was then read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion to approve carried 5-0.

Council Member Olson moved to approve the Agreement for Professional Services for GIS On-Call Services with Abonmarche in the amount of \$21,500. Council Member Sharkey seconded the motion. The motion carried 5-0.

Discussion was held regarding elected official salaries for 2027. Council Member Olson moved that Council salaries remain unchanged and stay at the 2026 rate for 2027 and the Mayor and Clerk-Treasurer's salaries be increased by 3% for 2027. Council Member Dowe seconded the motion. Discussion followed. The motion carried 5-0.

DEPARTMENT HEAD REPORTS

Clerk-Treasurer Herbert reported that credit card and online utility bill payments have been changed over to the BS&A Payments from the Invoice Cloud system earlier today. Our office will continue to work with residents as things like automatic payments are transferred over by customers.

Economic Development and Planning Director Hicks reported that crosswalk mural painting has wrapped up for the year. Thank you to Street and Police Departments for their help. The next Plan Commission meeting on August 10th will include UDO review and public hearing as it pertains to HEA 1001.

Fire Chief Harter reported that the High School Pathways Program will be starting back up on Wednesday at the Training Center.

City Engineer Cope reported that street reconstruction on Shawnee Drive is all complete except for a couple of sections of sidewalk that are waiting for utility boxes to be moved by Frontier.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 81069 through 81308 totaling \$1,179,499.11. Council Member Sharkey seconded the motion. The motion carried 5-0.

OTHER NEW BUSINESS

Mayor Martin requested authority from the Council to pursue a utility easement along State Road 827 to be used for the Eastland Subdivision Phase 2 water main. Council Member Olson moved to grant authority to the mayor. Council Member Sharkey seconded. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:36 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

JUNE 1, 2026

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

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Fire Chief William Harter, Street Commissioner Chad Ritter, and Police Patrol Officer Allie Curdes.

APPROVAL OF MINUTES

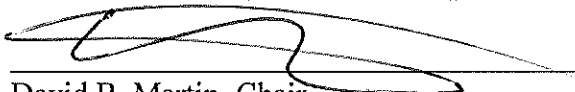
Member McDermid moved to approve February 2, 2026, meeting minutes. Member Olson seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

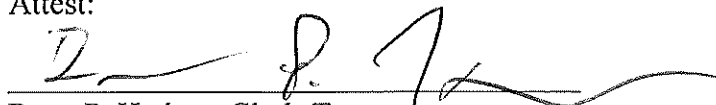
Member Olson moved to approve the Stormwater Grant Application for 1108 Manahan Drive. Member McDermid seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:58 p.m.


David B. Martin, Chair

Attest:


Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1806-2026

**AN ORDINANCE FIXING COMPENSATION OF ELECTED OFFICIALS OF
THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027**

WHEREAS, IC 36-4-7-2 governs the fixing of annual compensation of elected city officers;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana:

Section 1. Mayor.

- (A) That the compensation of the Mayor shall be paid biweekly and shall be hereby fixed from and after the December 20, 2026 and continuing through December 18, 2027 as set forth below:

General Fund	\$ 1,115.86
Water Utility	\$ 1,083.03
Wastewater Utility	<u>\$ 1,083.03</u>
Bi-weekly total	\$ 3,281.92.

- (B) In addition, if the Mayor is a member of the Board of Public Works and Safety, the Mayor shall receive the \$3,280.00 annual compensation of a Board of Public Works and Safety member to be paid biweekly

Section 2. Clerk-Treasurer.

- (A) That the compensation of the Clerk-Treasurer shall be paid biweekly and shall be hereby fixed from and after the December 20, 2026 and continuing through December 18, 2027 as set forth below:

General Fund	\$ 1,173.41
Water Utility	\$ 1,138.91
Wastewater Utility	<u>\$ 1,138.91</u>
Bi-weekly total	\$ 3,451.23

Section 3. Councilmembers.

That the quarterly compensation of each Councilmember shall be hereby fixed from and after the 1st day of January 2027 and continuing through December 31, 2027 as set forth below:

General Fund	\$1,700.00
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Section 4. Effective date.

This ordinance shall become and remain in full force and effect upon passage by the Common Council and approval by the Mayor.

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

ORDINANCE NO. 1806-2026

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 September 2026.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

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

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

Section 1. Section 12.25.090 Disturbances and disorderly conduct. is amended to read:

(A) Disturbing Picnics. No person shall disturb any picnic in any park or intrude upon a gathering without the consent of those composing the picnic/gathering.

(B) Dogs on Leashes. Dogs are not allowed in public parks except on a leash with exception inside the proper exercise area. The owner must pick up after their dog. No dog of the age that requires immunization shall be brought into the park unless the immunizations required of the dog by law have been received by the dog and so indicated by tags attached to the collar of the dog. **No owner of a domestic animal shall permit the animal to dig, damage, destroy, or otherwise deface any public or park property.**

(C) Open Fires.

(1) Open fires, except in fireplaces or charcoal pits and ovens, shall not be permitted in any park.

(2) Fire permits may be issued by the Park Superintendent for certain designated areas.

(3) Portable charcoal grills and ovens shall not be permitted to be used inside pavilions or under roofs thereof.

(D) Moving Benches, Picnic Tables or Fixtures. No benches, picnic tables or fixtures shall at any time be removed or changed from their place in the parks without permission to do so having been obtained from the person in charge of the parks.

(E) Swimming and Bathing Restrictions. No person shall bathe or wash in any waters contained in the public parks.

Section 3. Effective date.

This ordinance shall be effective upon passage and adoption by the Common Council and approval by the Mayor.

ORDINANCE NO. 1807-2026

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

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount: \$2,326,804 Des No: 2101166

Agreement Type: Work In Contract

Work Description: Water Main Replacement Road: SR 127

From US 20 to 2.55 mi N of US 20 County: Steuben

THIS AGREEMENT, made and entered into, by and between

CITY OF ANGOLA

210 N Public Square

Angola, IN 46703

(hereinafter referred to as the Utility), and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

WITNESSETH:

WHEREAS, INDOT desires to perform an HMA minor structural overlay, including the replacement of the City of Angola's water main, as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, due to the said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <https://www.fhwa.dot.gov/reports/utilguid/if03014.pdf> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL

AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS FOR INDOT’S CONSTRUCTION CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility’s facilities that need to be relocated in order to construct INDOT’s project. INDOT’s construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, INDOT’s construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility’s facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer’s estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility’s facilities and INDOT’s plans and specifications for INDOT’s project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility’s facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

INDOT will provide construction inspection and testing services to monitor the contractor’s relocation of the Utility’s facilities. The Utility may inspect, at its own cost, the relocation of the Utility’s facilities. The Utility shall timely advise INDOT, in writing, of any deficiencies that are observed. Prior to INDOT’s final acceptance of the construction contract, the Utility shall make an inspection of the Utility’s relocation work and advise INDOT in writing of the Utility’s acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

[Check the following that applies]

☒ The existing facilities are located on public right-of-way.

☐ The existing facilities are not located on public right-of-way.

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the

Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

SECTION 5 – REIMBURSEMENT

- (a) 0% of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility's facilities shall be borne by INDOT.
- (b) 0% of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by INDOT.
- (c) INDOT shall bear 0 % of the cost of relocating the Utility's facilities. (See exhibit "B", attached hereto and incorporated by reference.)

The cost of relocation of the Utility's facilities (provided for in (c)) shall equal the amount paid by INDOT to the contractor (based upon the actual units of work performed at the unit prices set out in the contractor's itemized proposal or extra work agreement), selected in accordance with the procedure in Section 2.

The estimated cost of relocation is \$2,326,804 (See Exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.)

The estimated cost of non-reimbursable relocation work to the utility's facilities is \$2,326,804. The Utility has appropriated, duly made and entered of record, the sum of \$2,326,804 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C" attached hereto and incorporated by reference. If the amount to be contributed by the utility is zero then no Exhibit "C" is attached.

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

In consideration for INDOT's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the future against INDOT based upon any negligent omission and/or commission by INDOT's contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay INDOT a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay INDOT within thirty (30) days a sum equal

to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then INDOT will refund the difference within thirty (30) days.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the 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

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES/INTEREST/ATTORNEY'S FEES

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney

General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

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

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
 - (A) the UTILITY, 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 UTILITY 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 UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, 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.

SECTION 15 – CONFLICT OF INTEREST

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.

C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and

the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.

- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility'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 Utility'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 Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing INDOT 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.

SECTION 17 – FUNDING CANCELLATION CLAUSE

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

SECTION 18 – NON-DISCRIMINATION

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

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

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

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

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

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

The Utility shall take such action with respect to any 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 Utility becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Utility may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the Utility may request the United States of America to enter into such litigation to protect the interests of the United States of America.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this agreement is defined as 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 UTILITY.

SECTION 20 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY 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 undersigned, 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 Contract, 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 Contract, 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 this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients 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.

SECTION 21 – APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 – ETHICS

The Utility 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 Indiana Code § 4-2-6 et seq., the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <https://www.in.gov/ig/commission/>.

If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, 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.

SECTION 24 – BUILD AMERICA, BUY AMERICA ACT

The Utility agrees that all steel, iron, manufactured products and construction material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

(Utility Name)

(Signature of Officer)

Date

(Officer's Name, Printed or typed)

(Officer's Position)

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL

The State of Indiana

By the Indiana Department of Transportation

By:

Samantha Anderson
Statewide Director of Utilities and Railroads
Capital Program Management
For: Lyndsay Quist, Commissioner

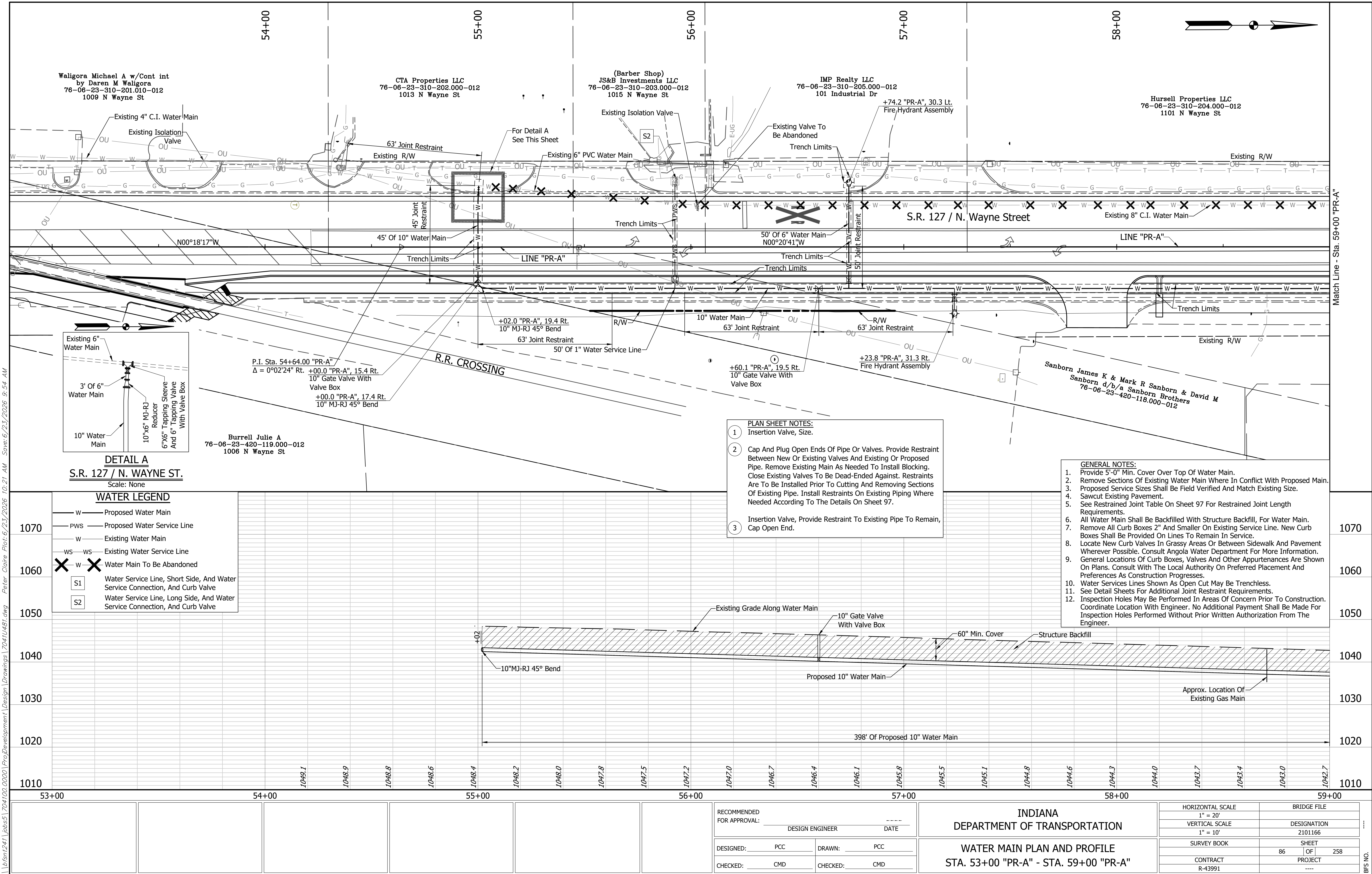
Date

APPROVED AS TO LEGALITY AND FORM:

Theodore E. Rokita, Attorney General of Indiana

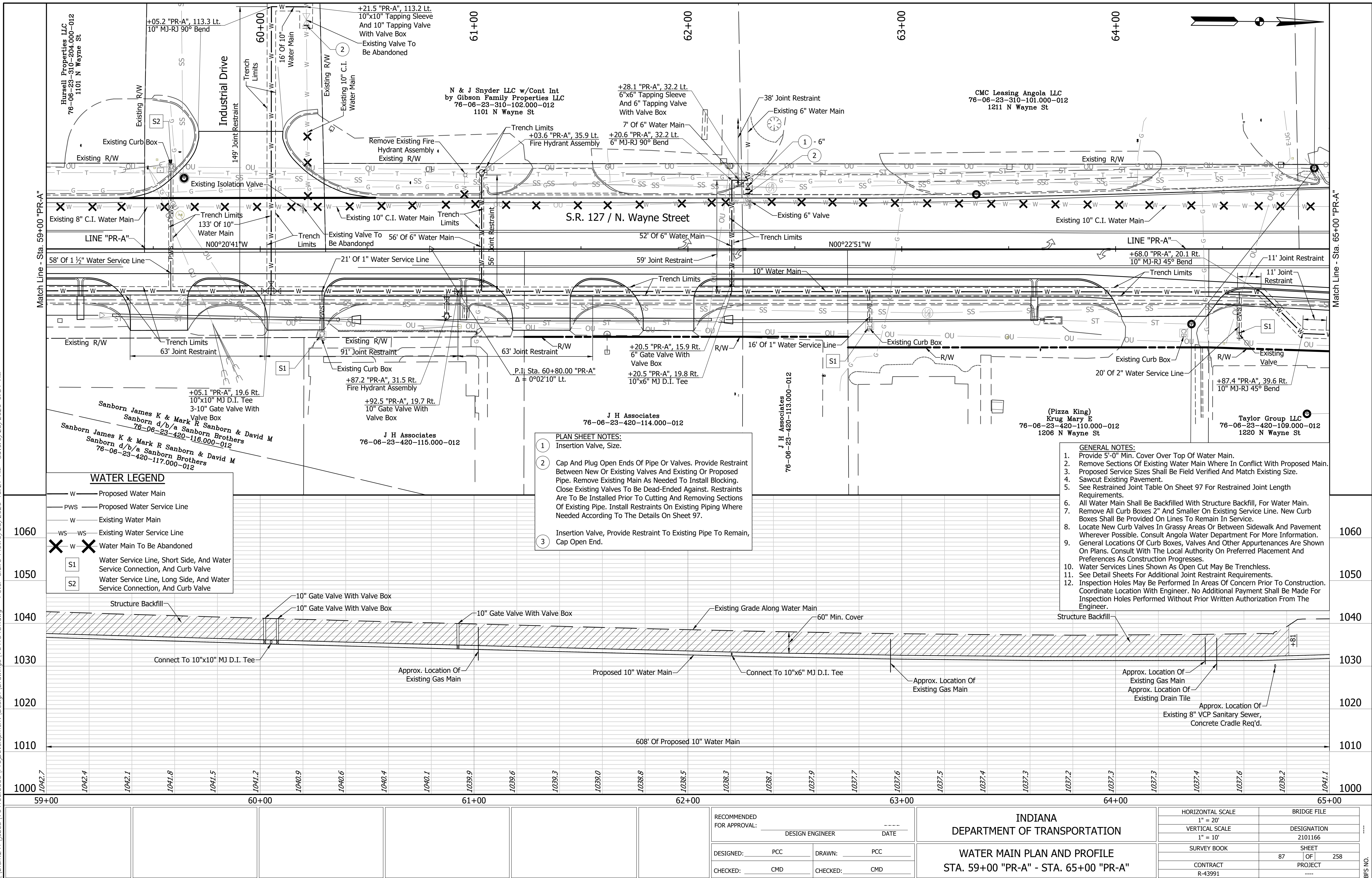
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EXHIBIT A

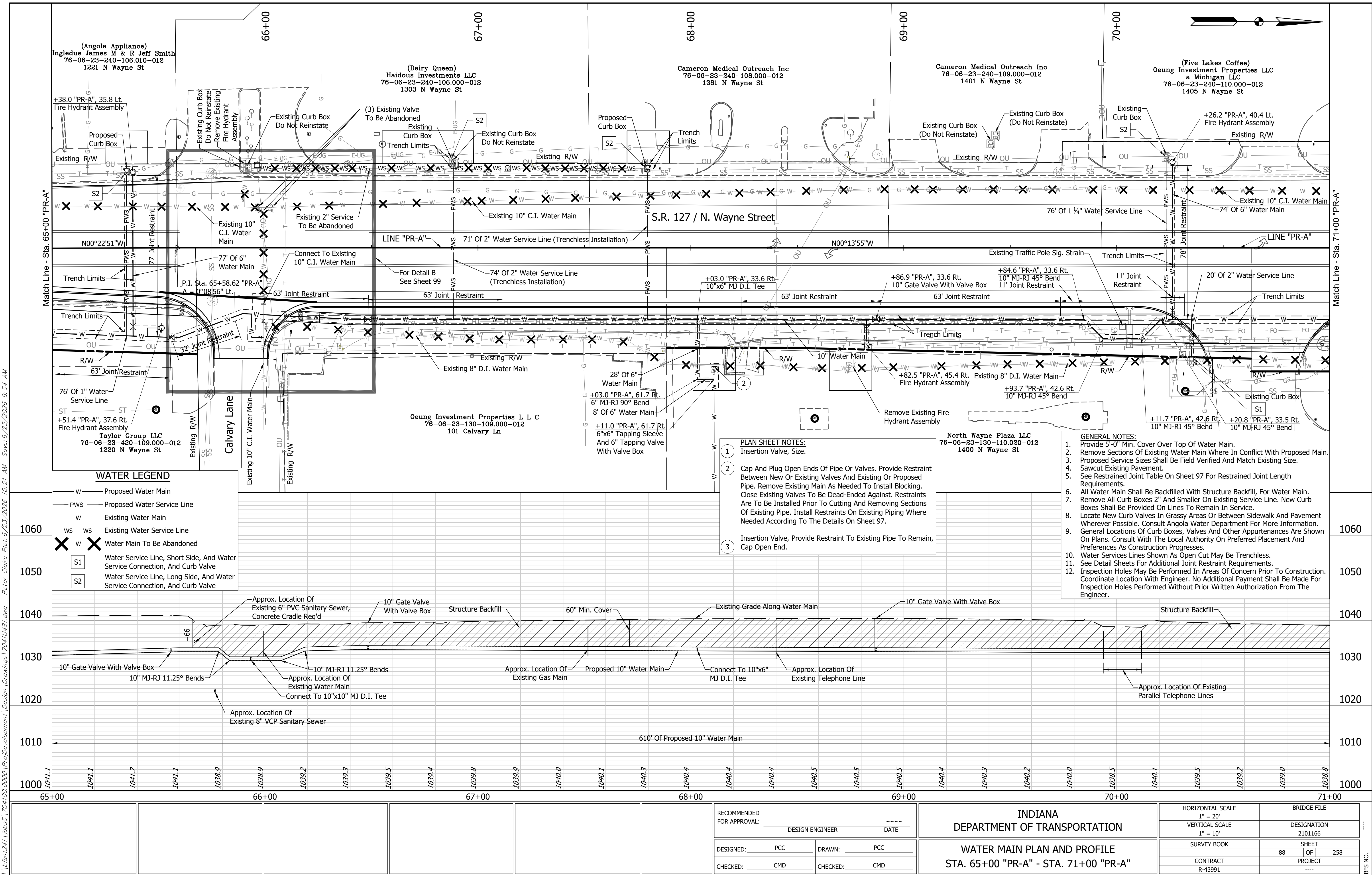


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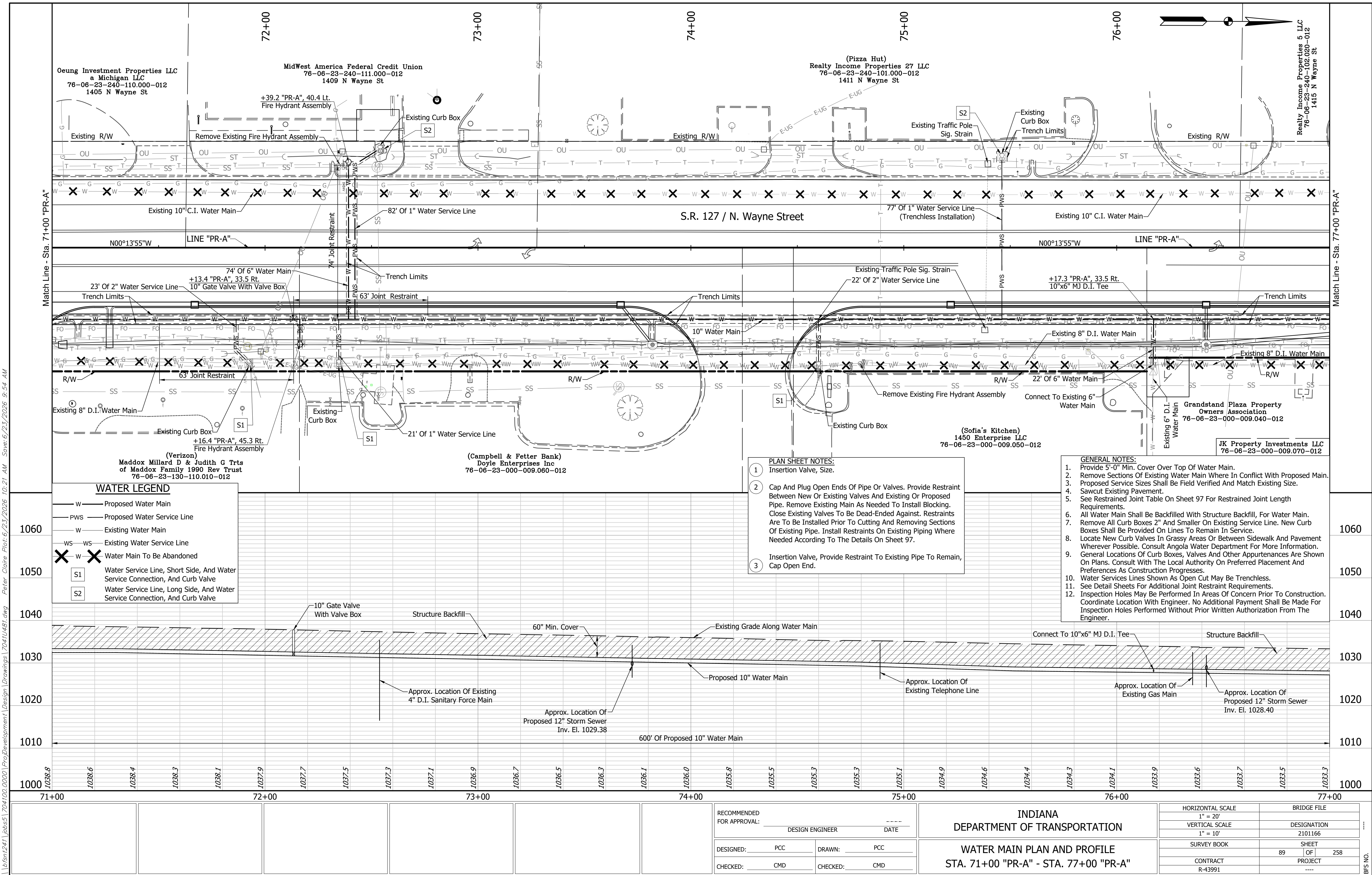
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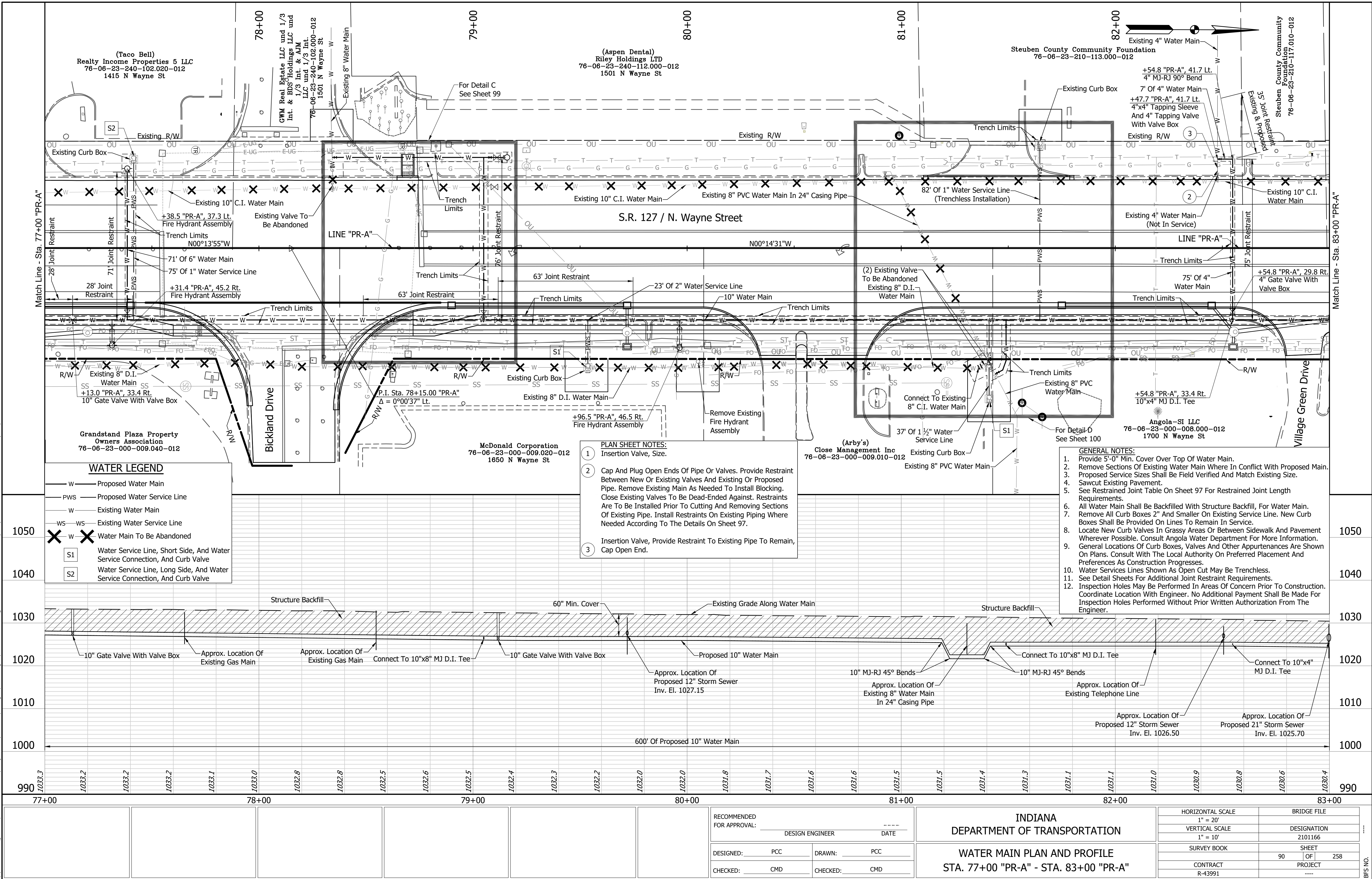
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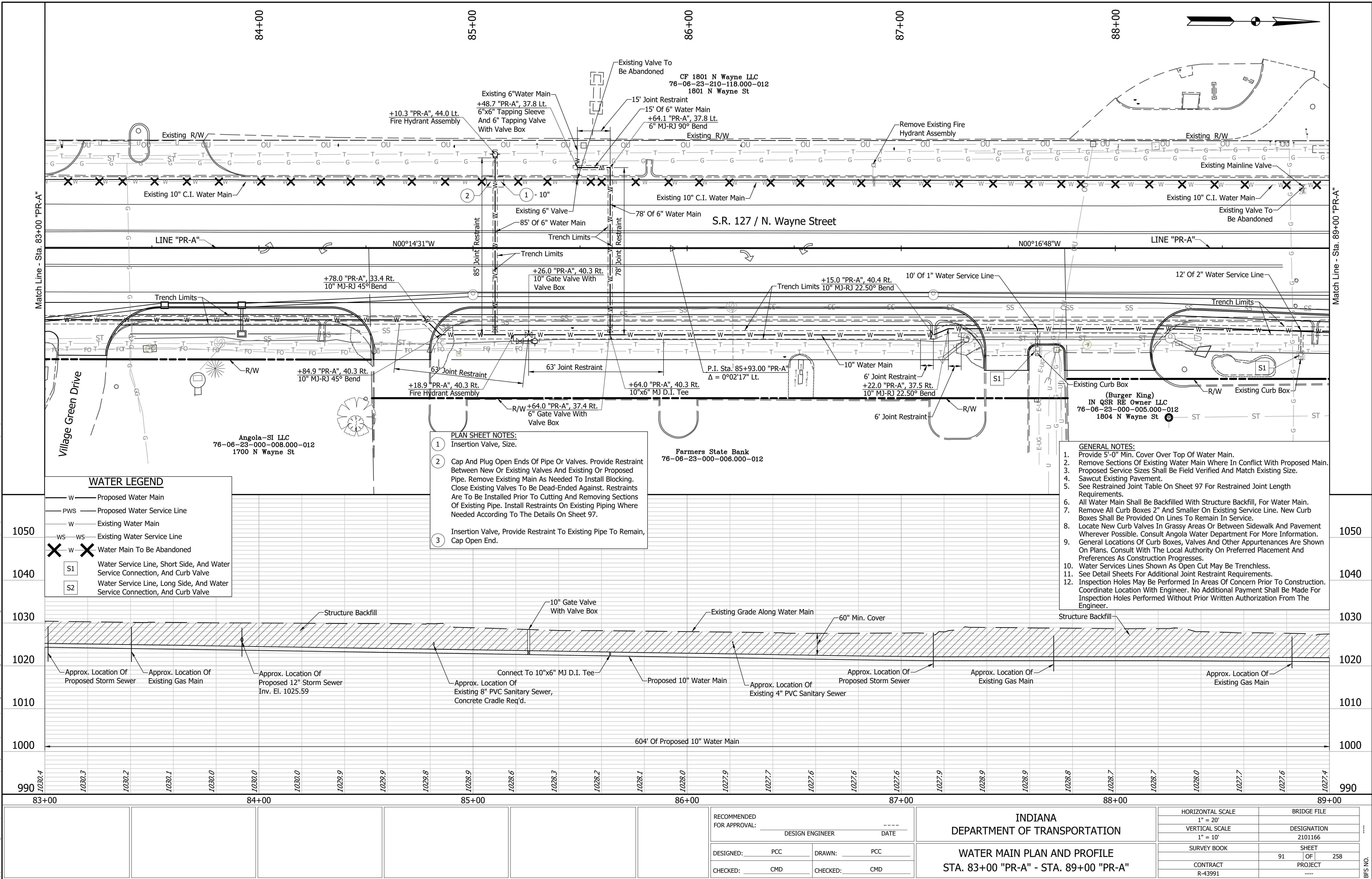
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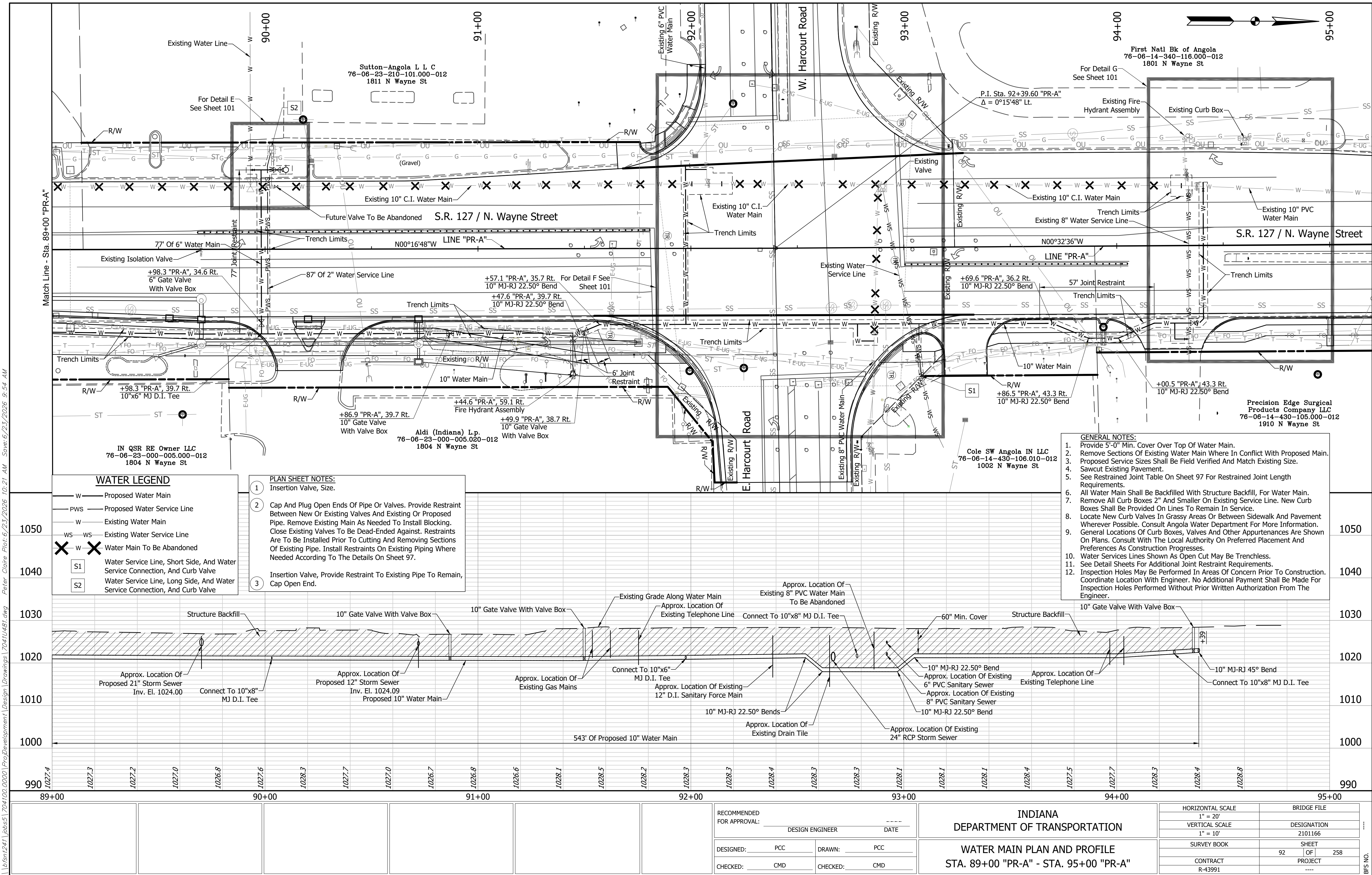
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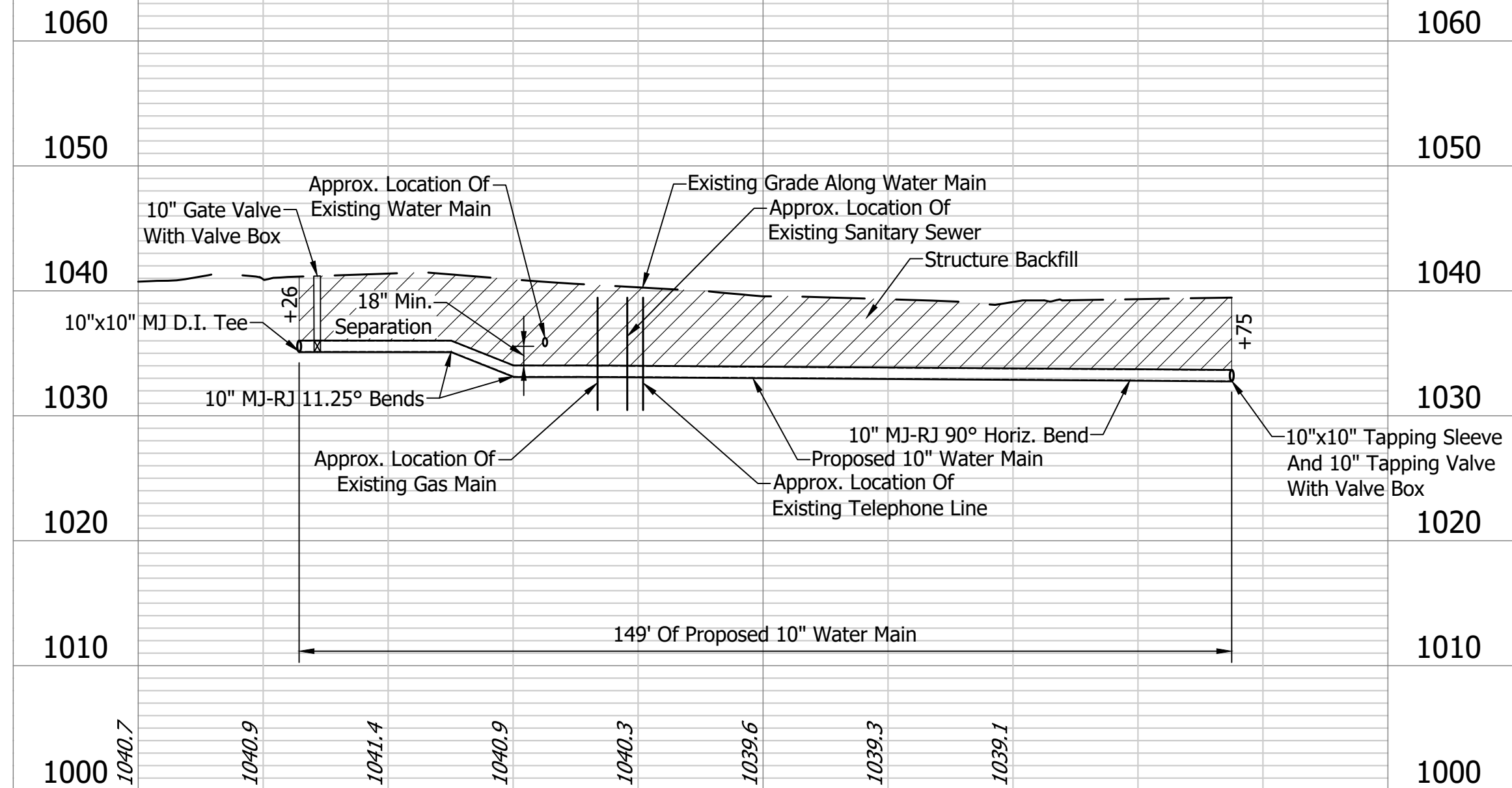
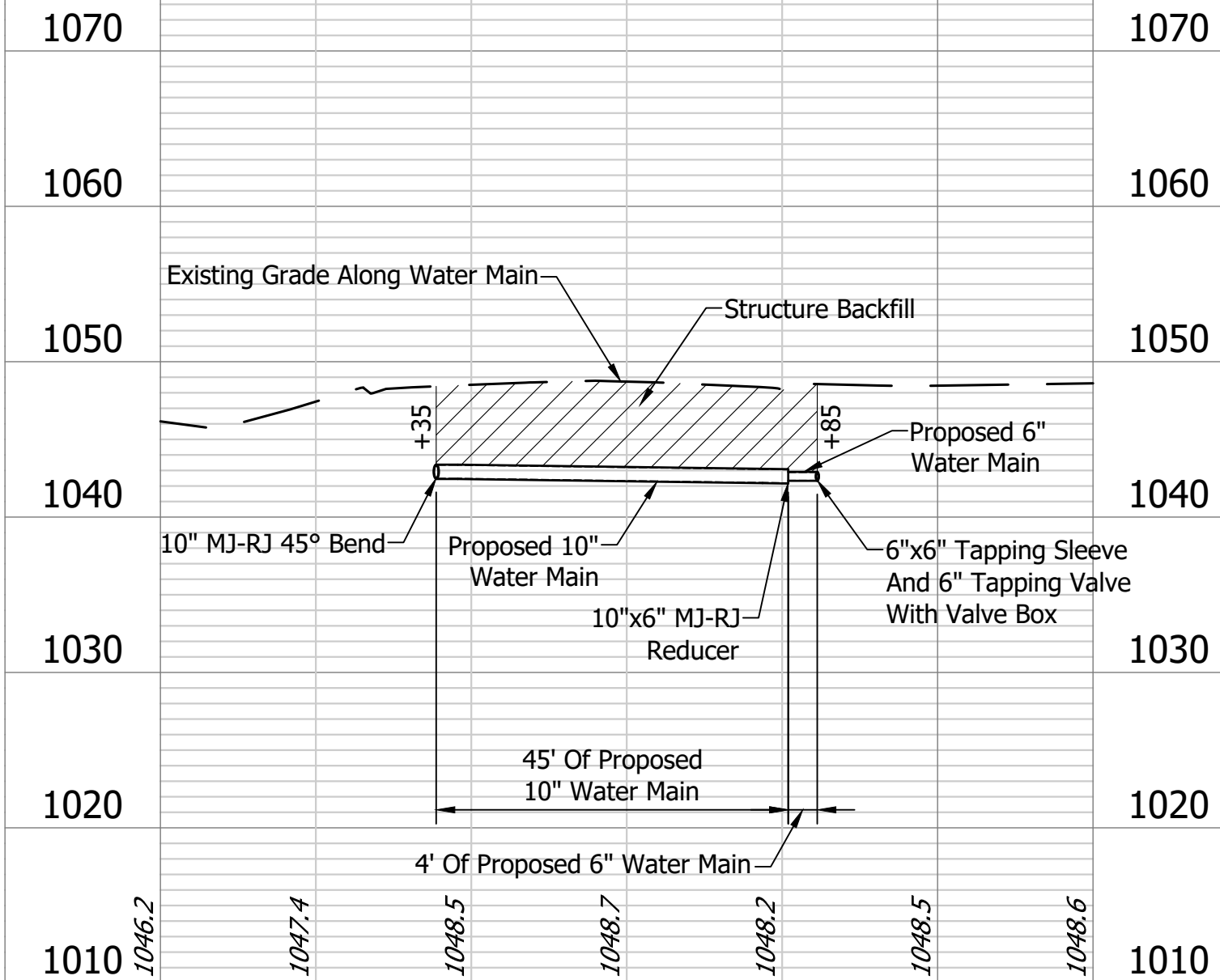
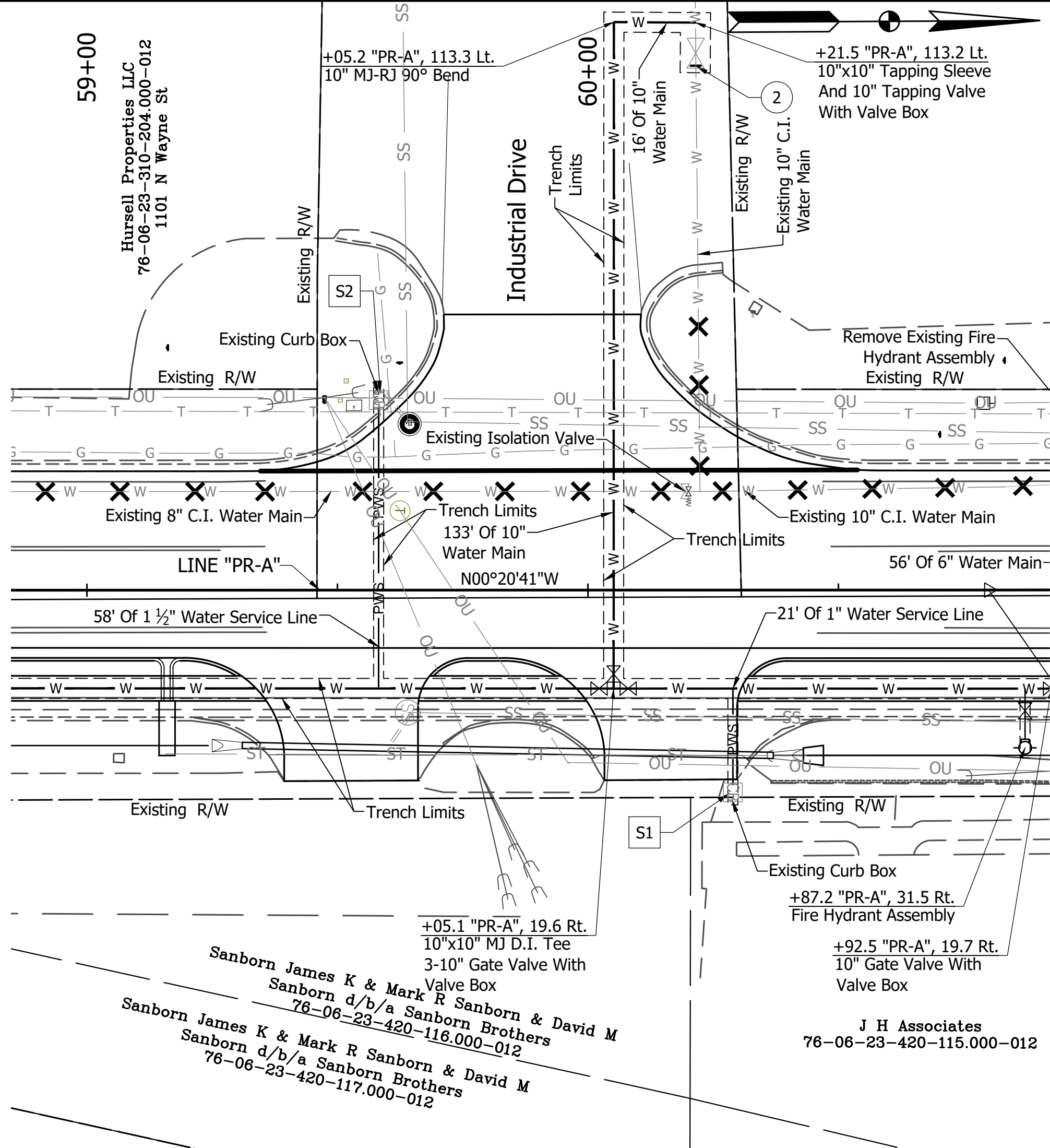
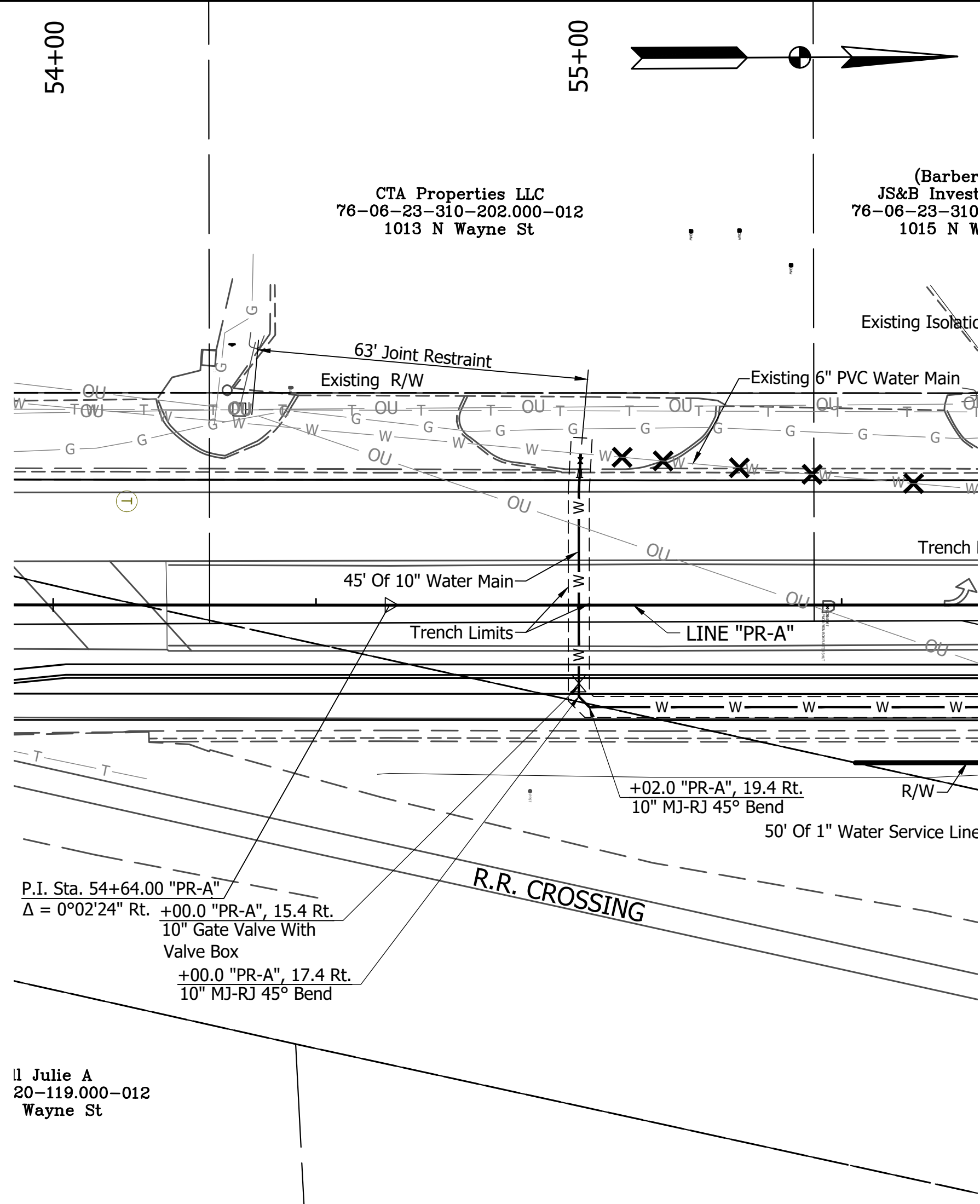
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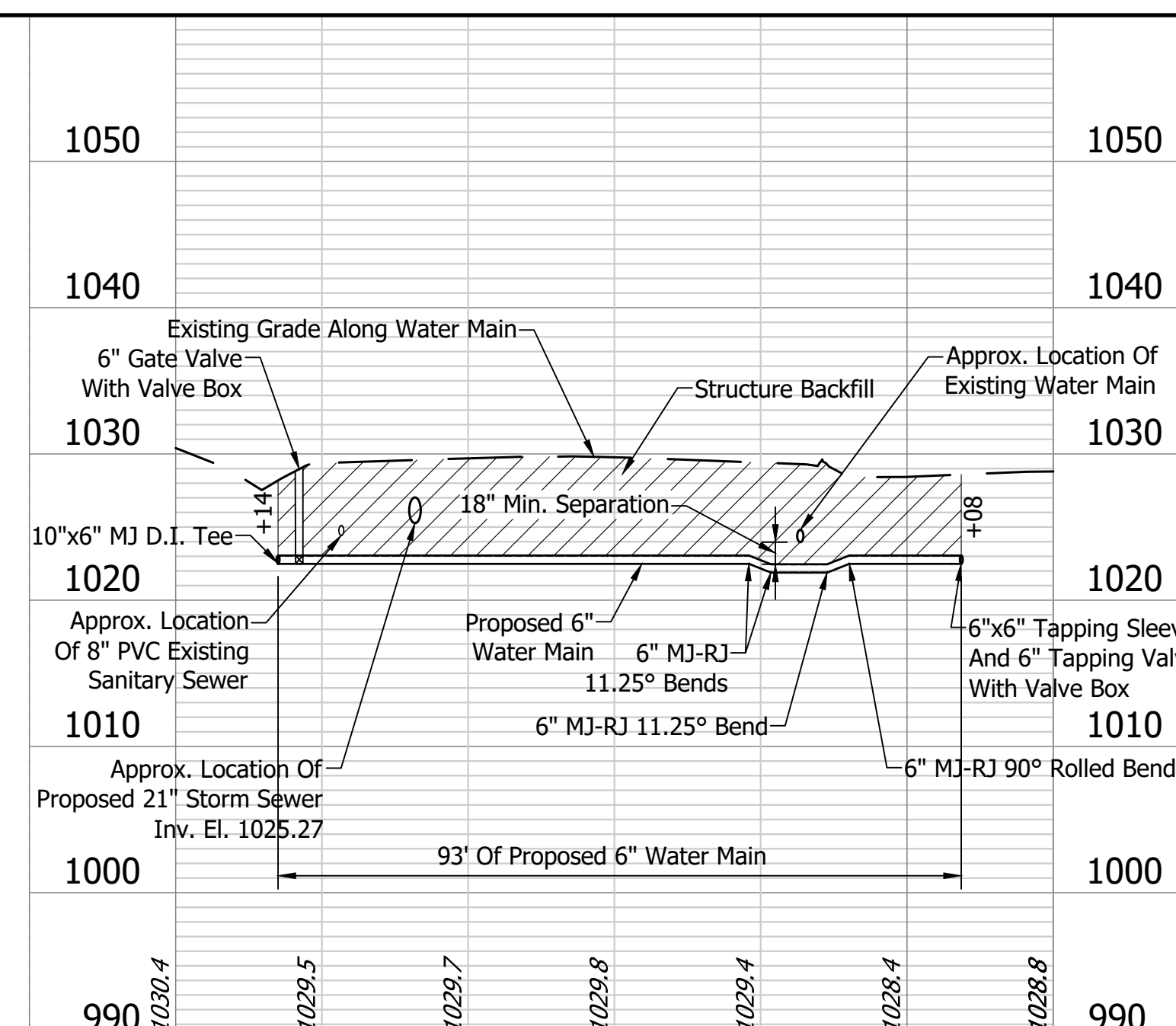
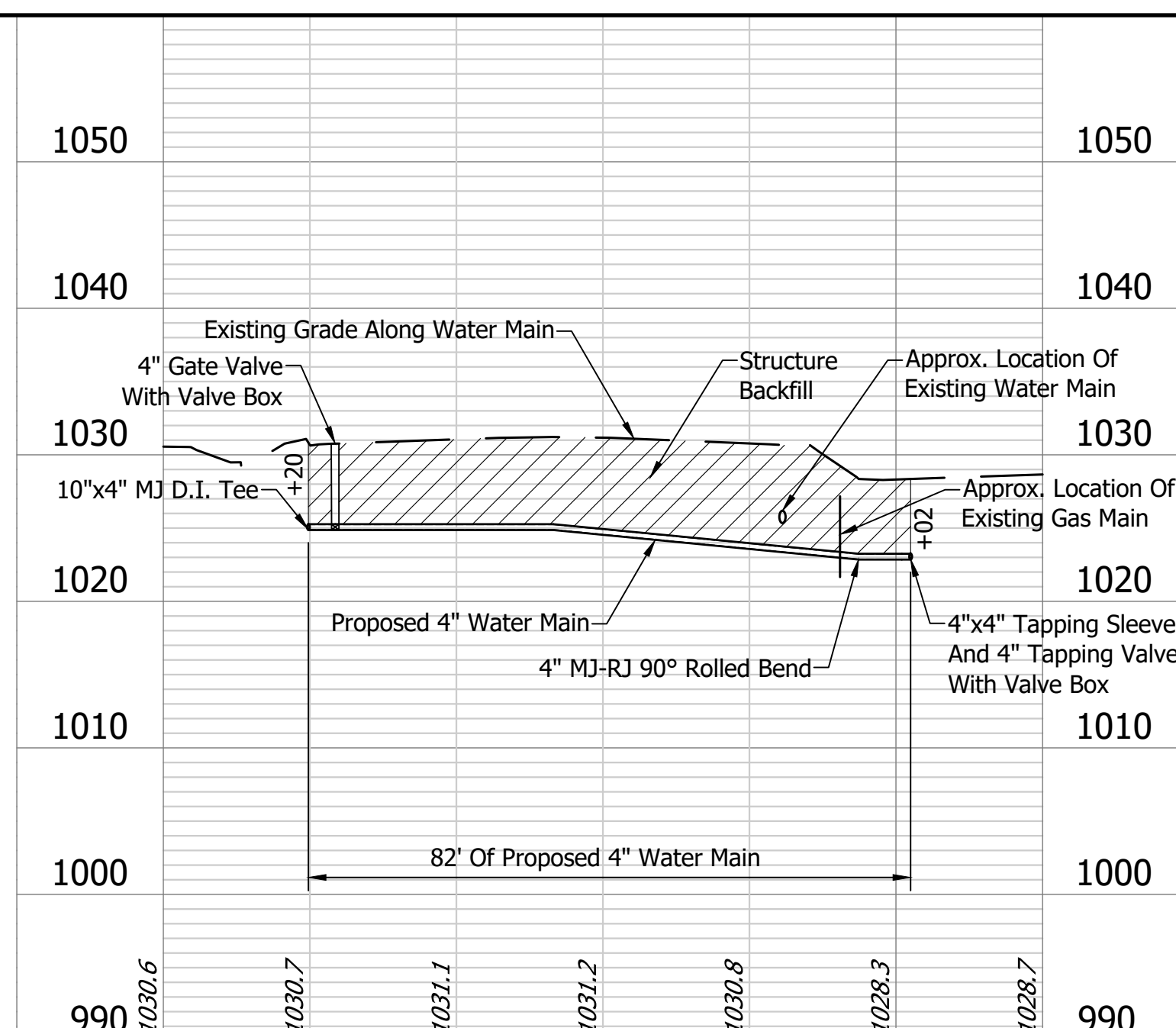
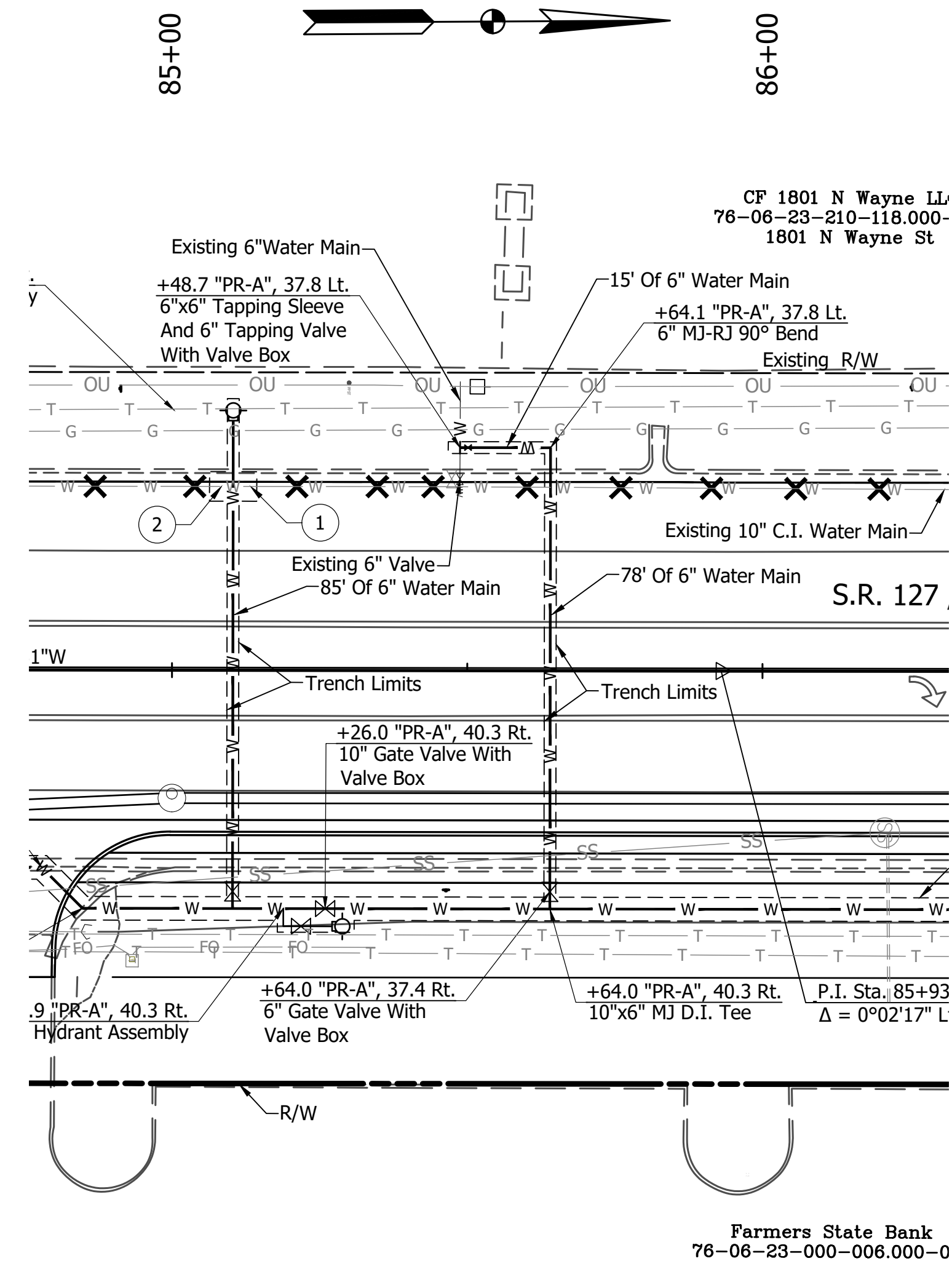
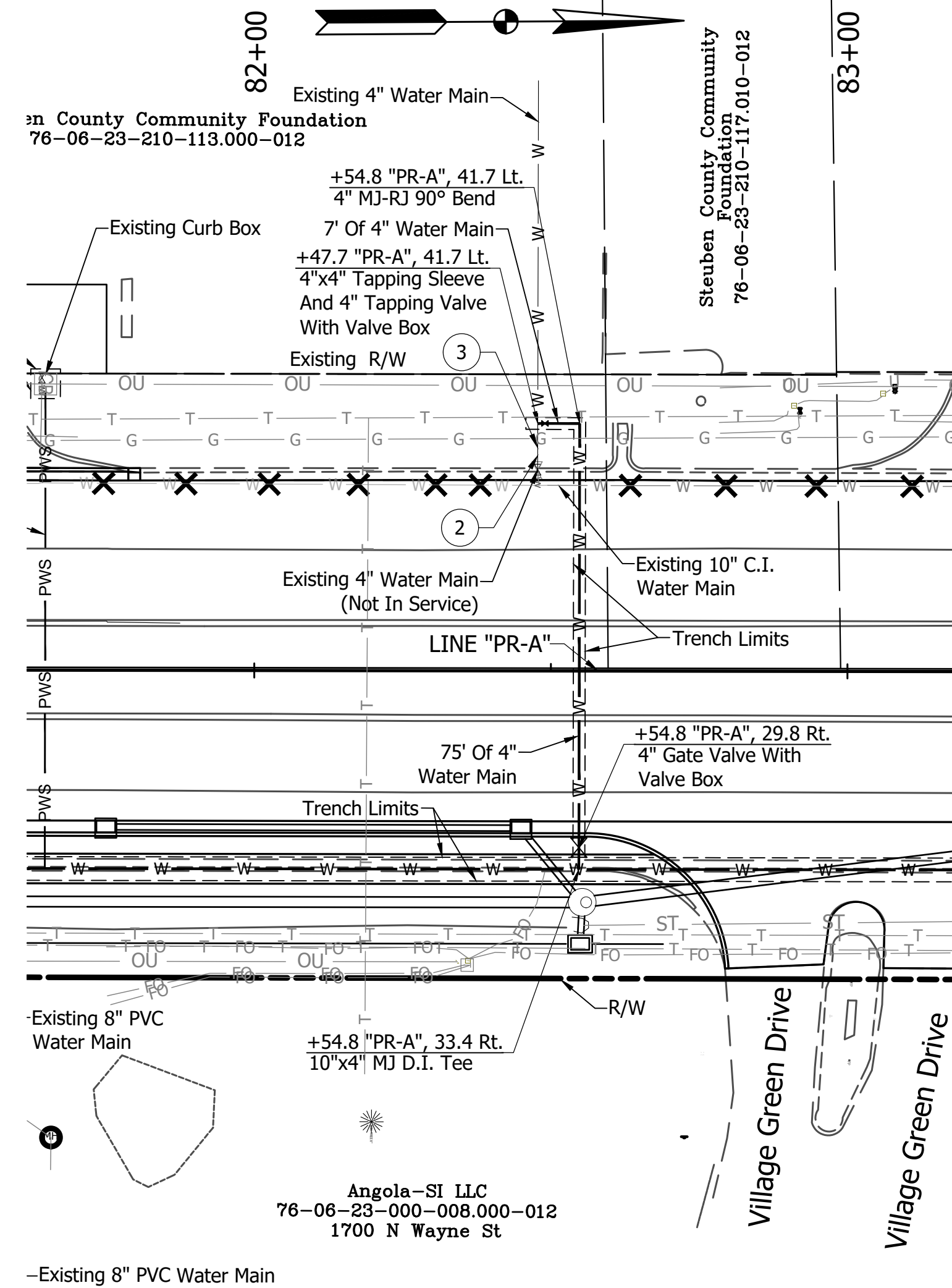


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DESIGNED:	PCC	DRAWN: PCC
CHECKED:	CMD	CHECKED: CMD

INDIANA
DEPARTMENT OF TRANSPORTATION
WATER MAIN CROSSING PLAN AND PROFILE
S.R. 127 / N. WAYNE STREET

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE 1" = 10'	DESIGNATION 2101166
SURVEY BOOK	SHEET 93 OF 258
CONTRACT R-43991	PROJECT

BFS NO.



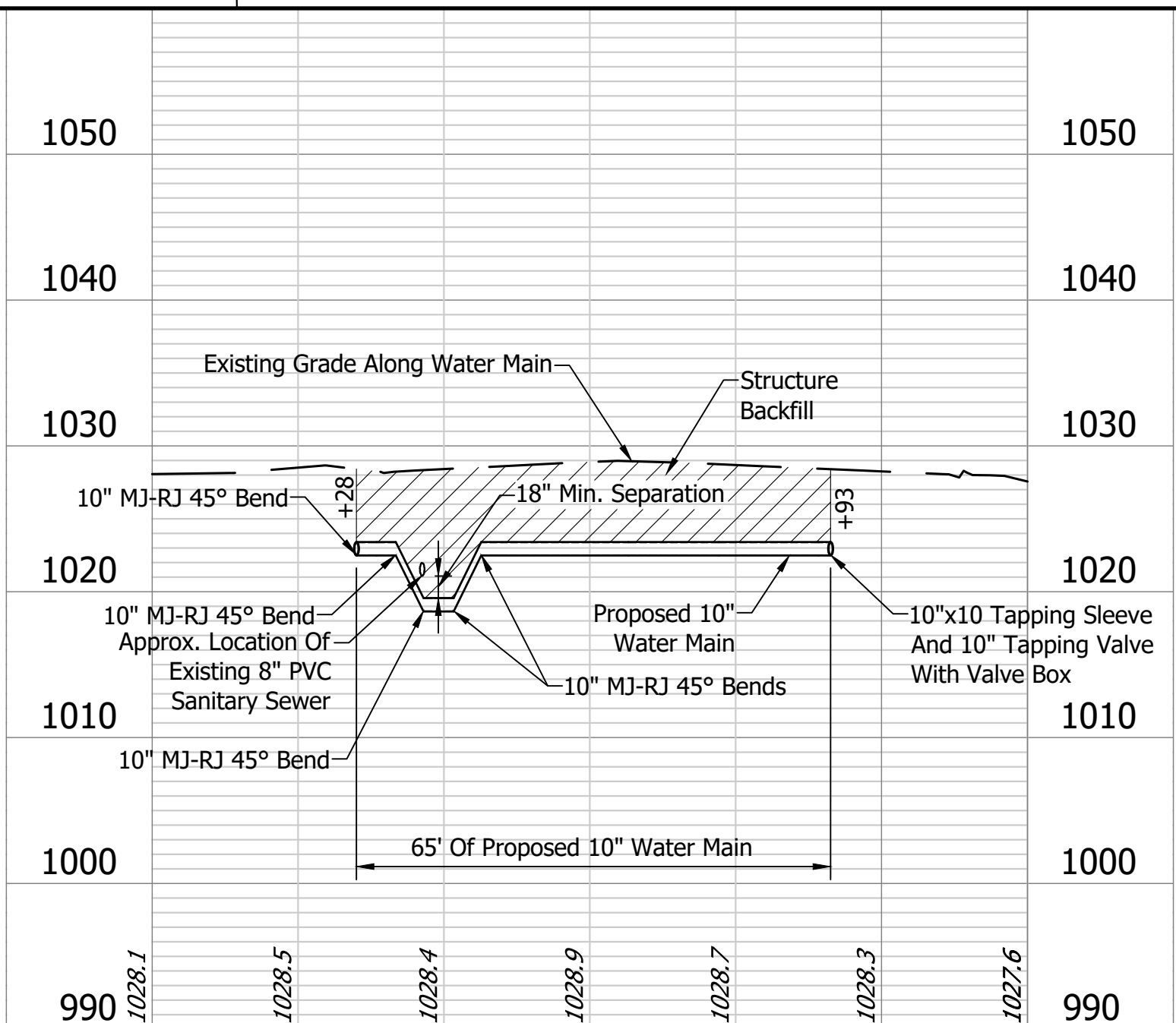
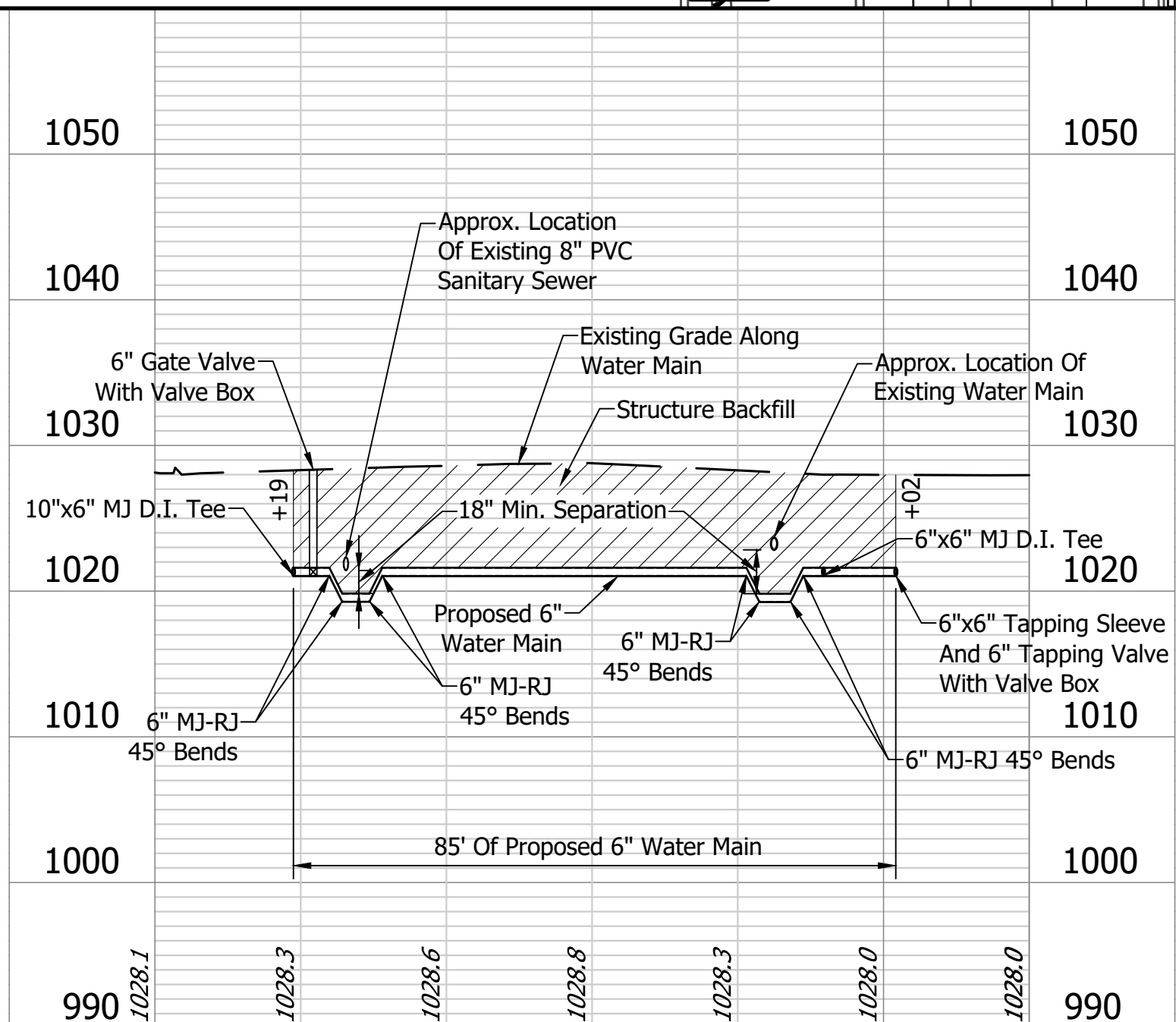
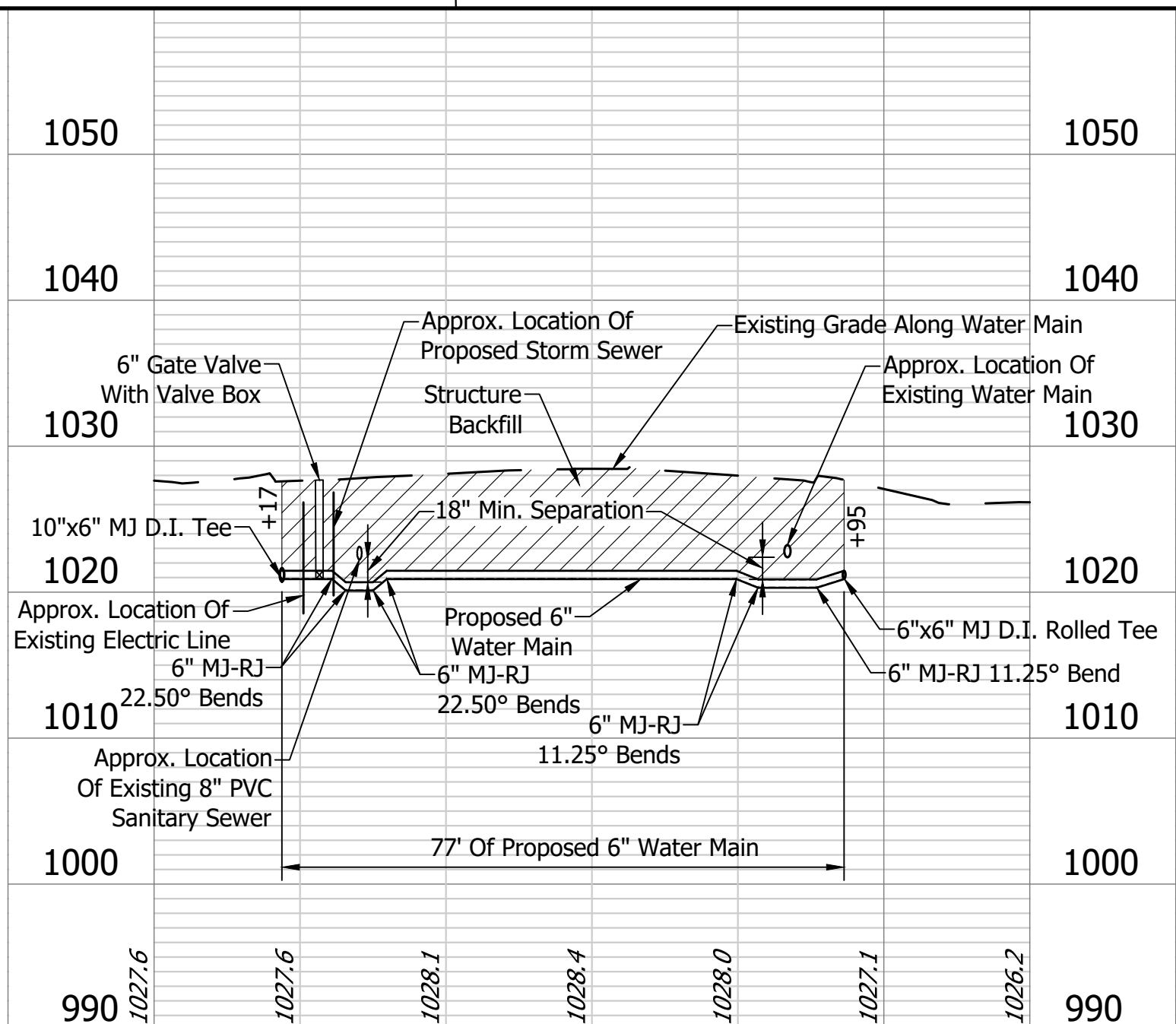
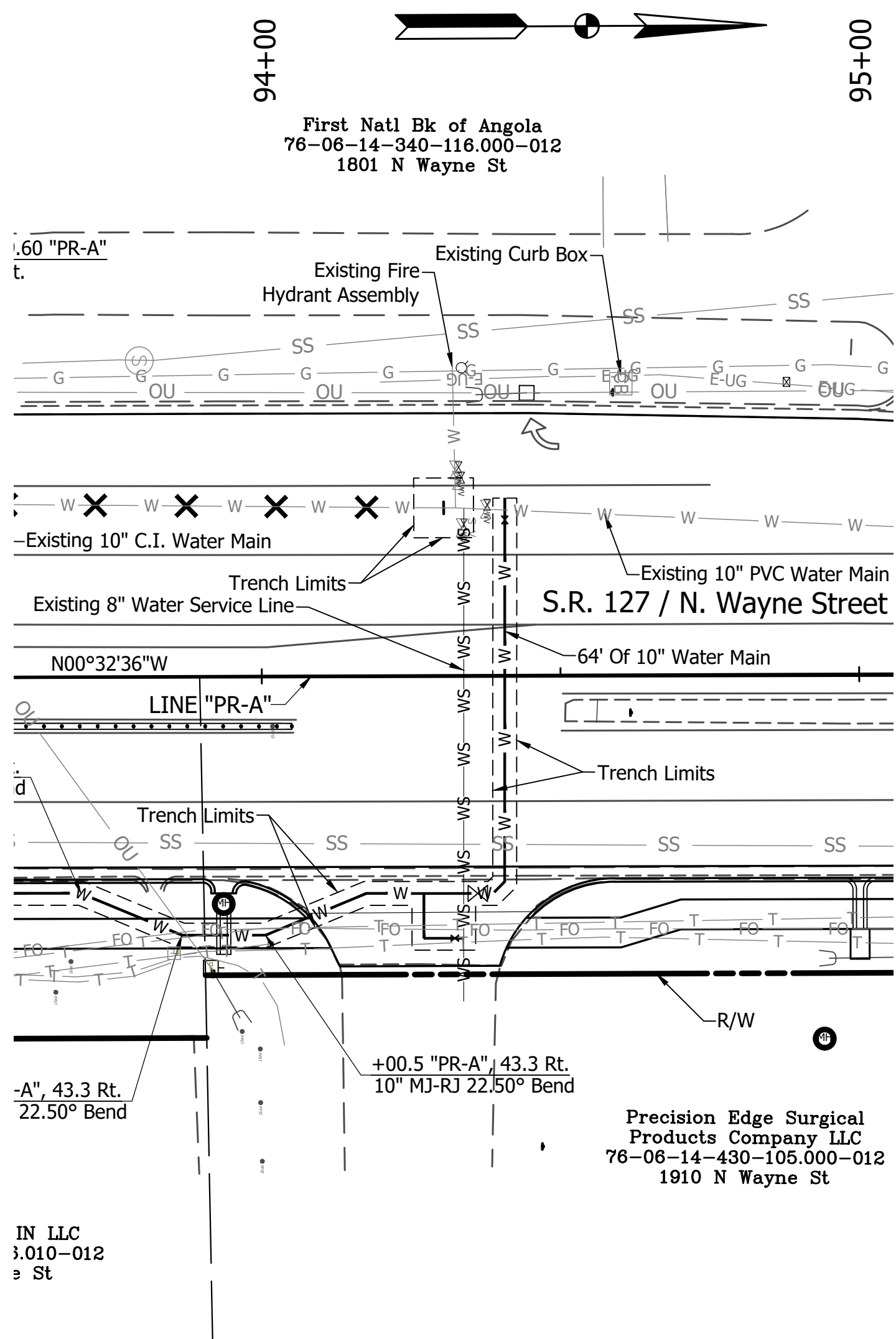
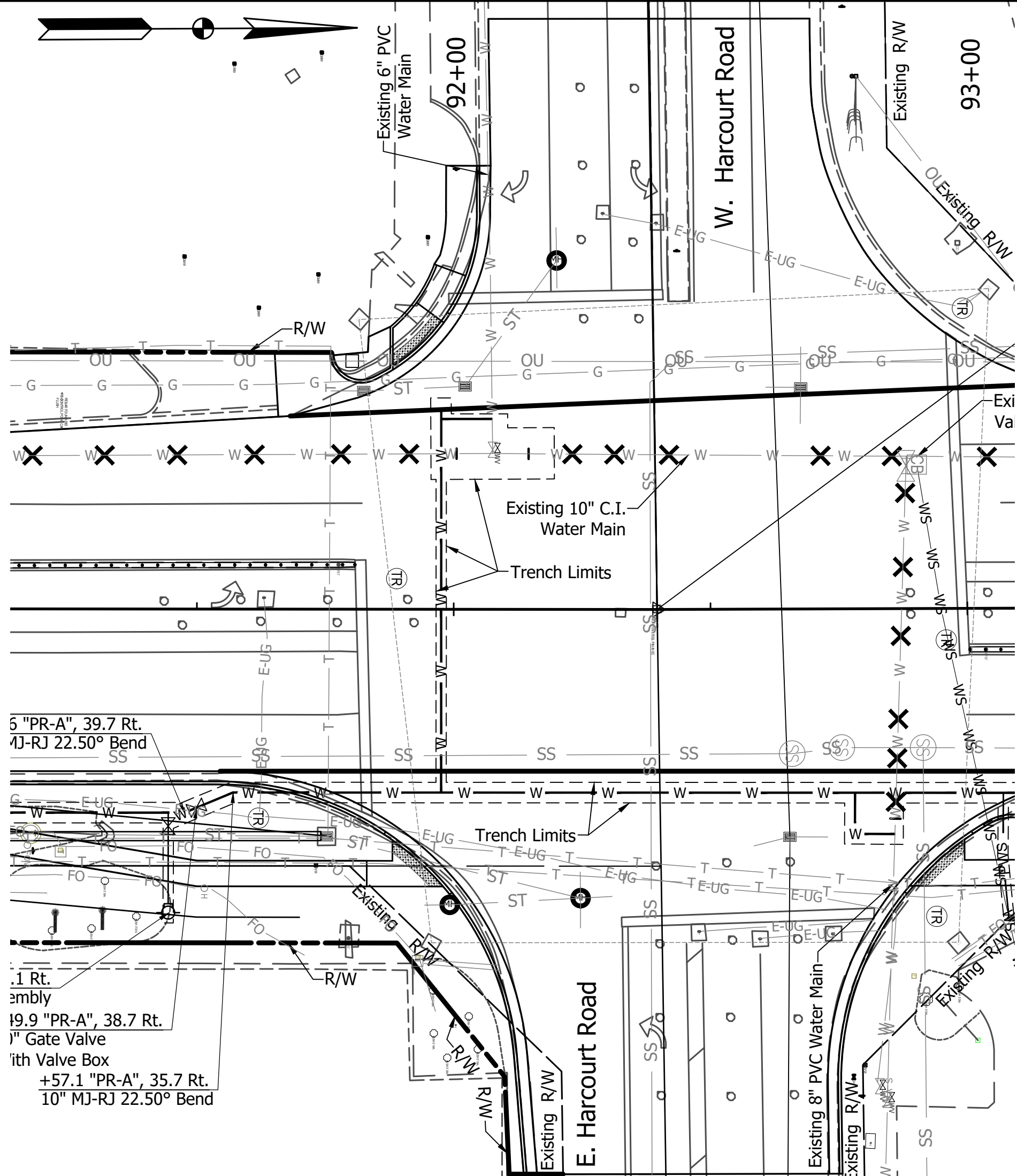
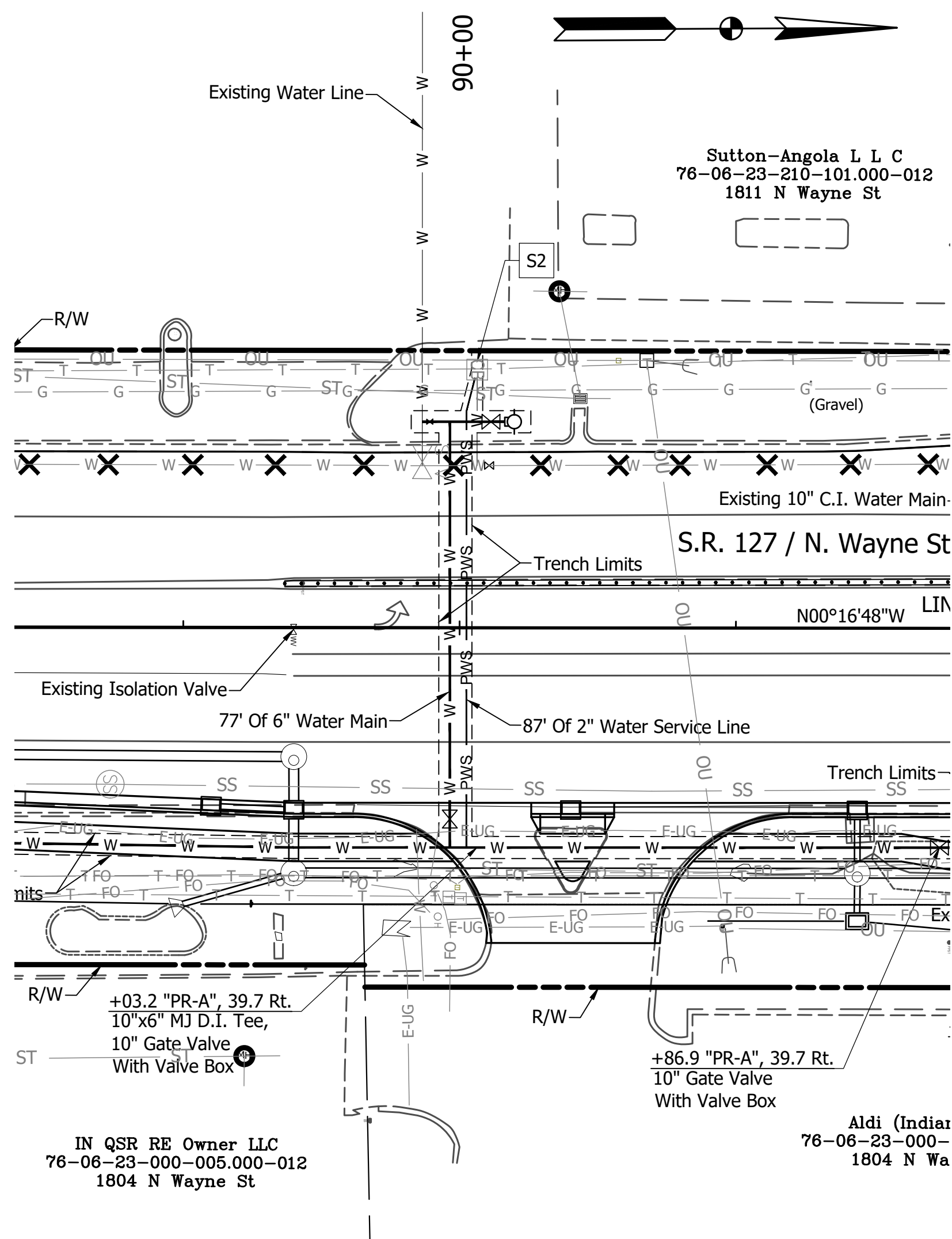
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INDIANA
DEPARTMENT OF TRANSPORTATION

WATER MAIN CROSSING PLAN AND PROFILE
S.R. 127 / N. WAYNE STREET

	HORIZONTAL SCALE	BRIDGE FILE	
	1" = 20'		
	VERTICAL SCALE	DESIGNATION	
	1" = 10'	2101166	
	SURVEY BOOK	SHEET	
		95	258
	CONTRACT	PROJECT	
	R-43991	----	

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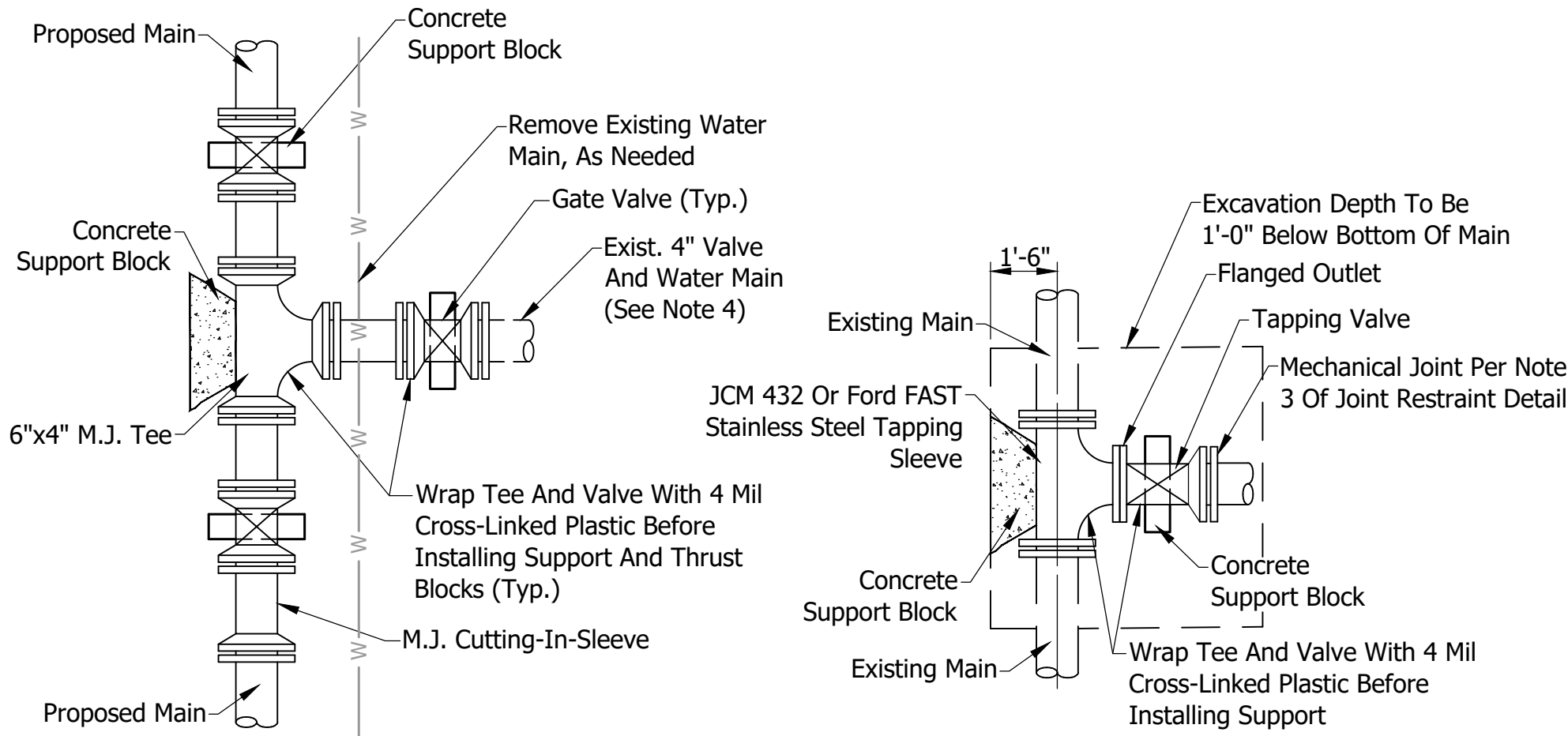
INDIANA
DEPARTMENT OF TRANSPORTATION

WATER MAIN CROSSING PLAN AND PROFILE
S.R. 127 / N. WAYNE STREET

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE 1" = 10'	DESIGNATION 2101166
SURVEY BOOK	SHEET 96 OF 258
CONTRACT R-43991	PROJECT

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**CUTTING-IN-CONNECTION
AND TEE CONNECTION**

Not To Scale

WATER MAIN MATERIALS

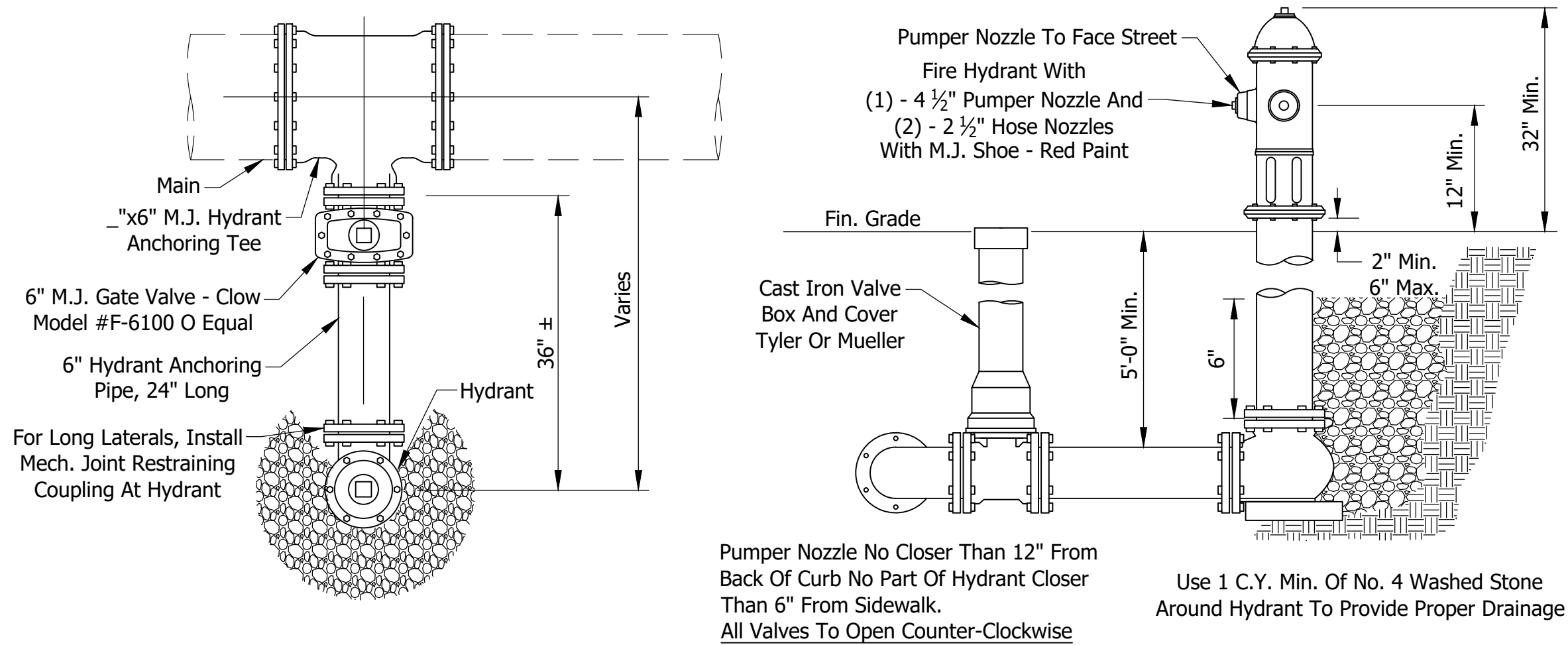
- 1.) All Water Main Provided For Use In The City Of Angola Shall Be Either Zinc Coated Ductile Iron Pipe Or C900 Pressure Class 350.
- 2.) Service Tubing To Customer Shall Be Copper Water Tube, Type K, Soft Temper For 3/4" Thru 2" For Underground Service, Conforming To ASTM B88, ASTM B251, And AWWA C800. Pipe Shall Be Marked With The Manufacturer's Name Or Trademark And Mark Indicative Of The Type Of Pipe. Outside Diameter Of The Pipe And Minimum Weight Per Foot Of Pipe Shall Not Be Less Than Listed In ASTM B251, Table II.
- 3.) Confirm Existing Valve And Pipe Size (IPS vs. DIPs) And Provide Appropriate Transition, If Needed.

WATER MAIN ABANDONMENT PROCEDURES

- 1.) In Cases Where An Existing Main Line Is To Be Abandoned, The Abandonment Shall Include Cutting Portions Of The Existing Main Where In Conflict With New Construction, Removal, And Capping Or Plugging The Abandoned Main.

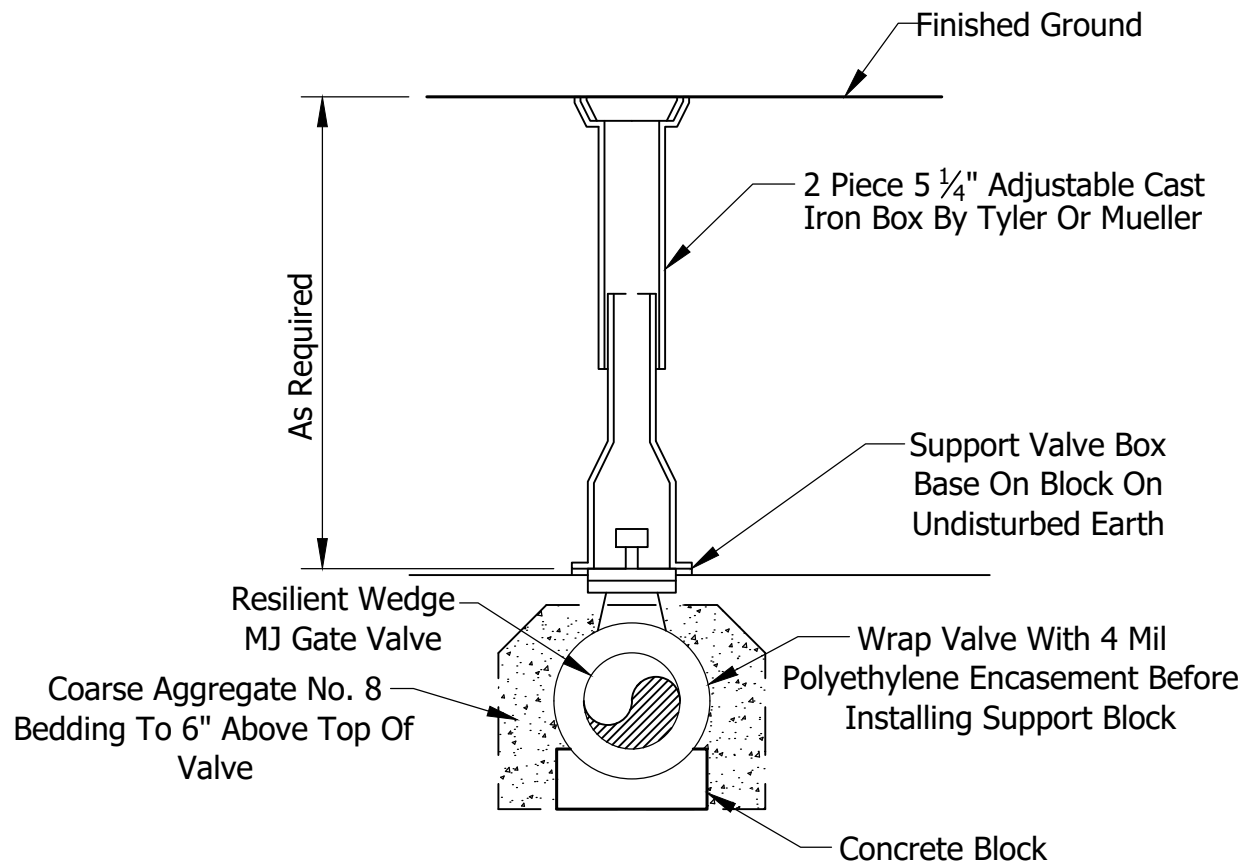
**TAPPING SLEEVE AND
VALVE CONNECTION**

Not To Scale



TYPICAL HYDRANT INSTALLATION DETAIL

Scale: None

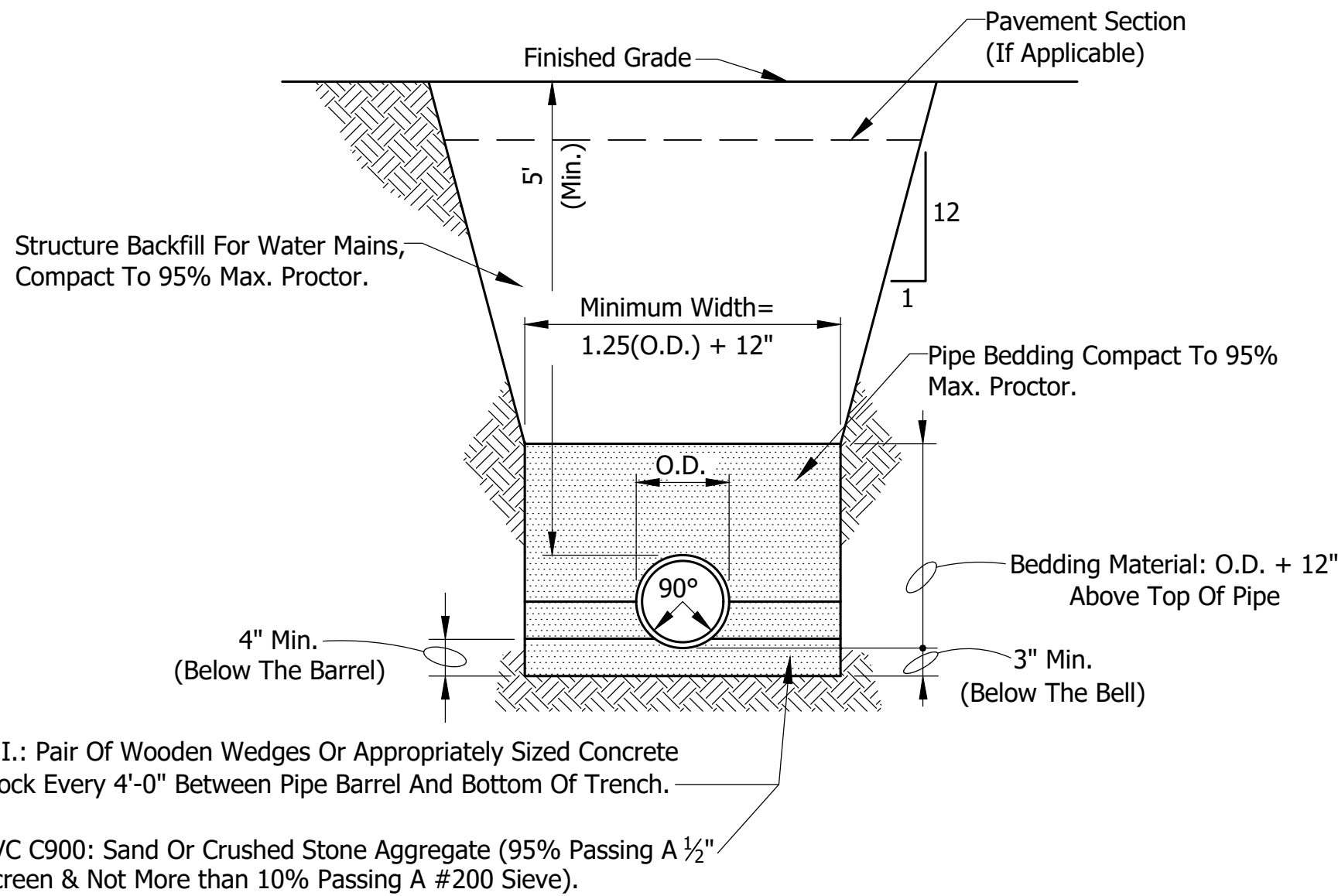


TYPICAL VALVE INSTALLATION DETAIL

Scale: None

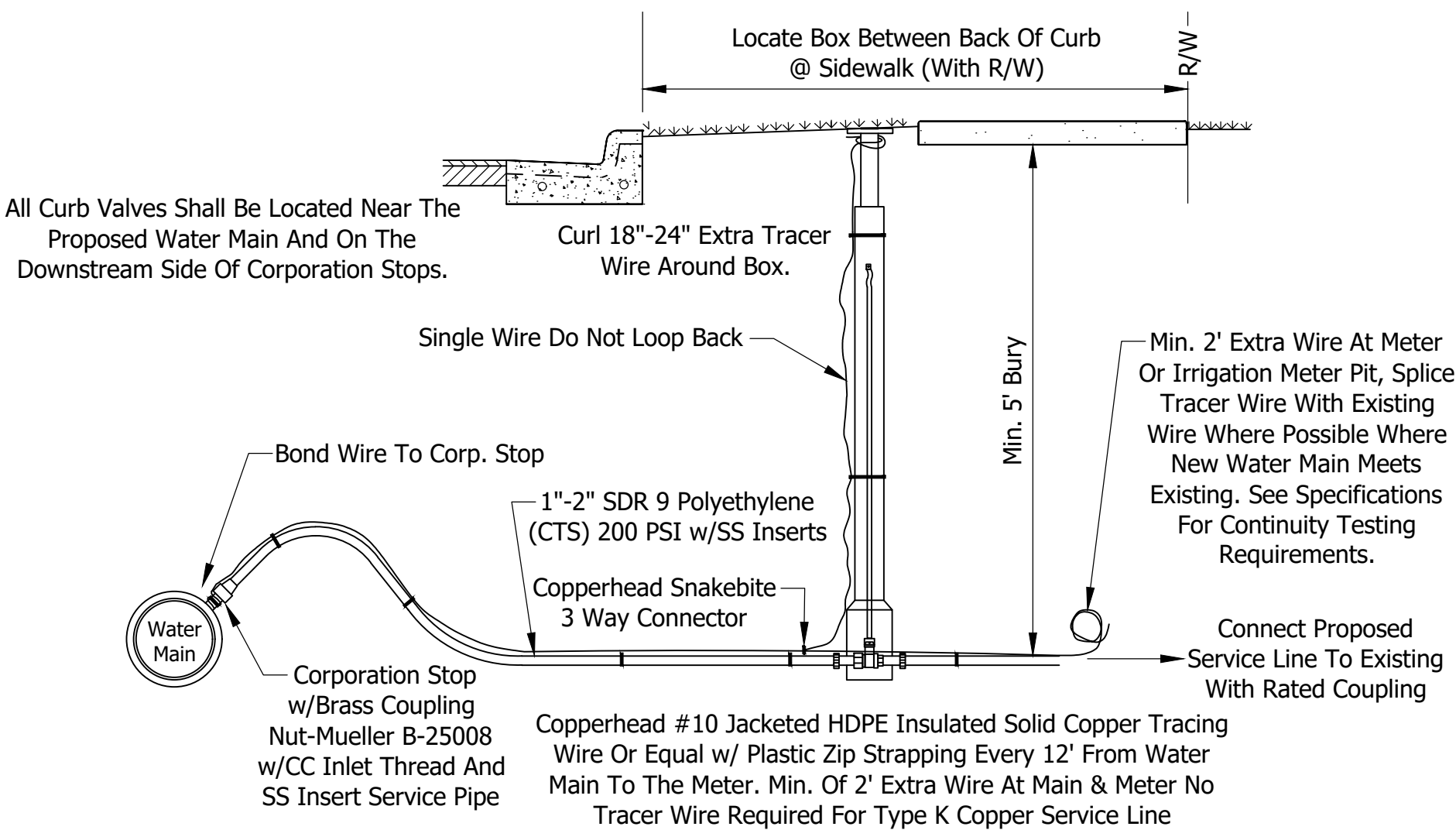
Notes:

- 1) Gate Valves Shall Be Waterous, Clow, Mueller, Or US Pipe.
- 2) Gate Valves Shall Conform To AWWA C-515.



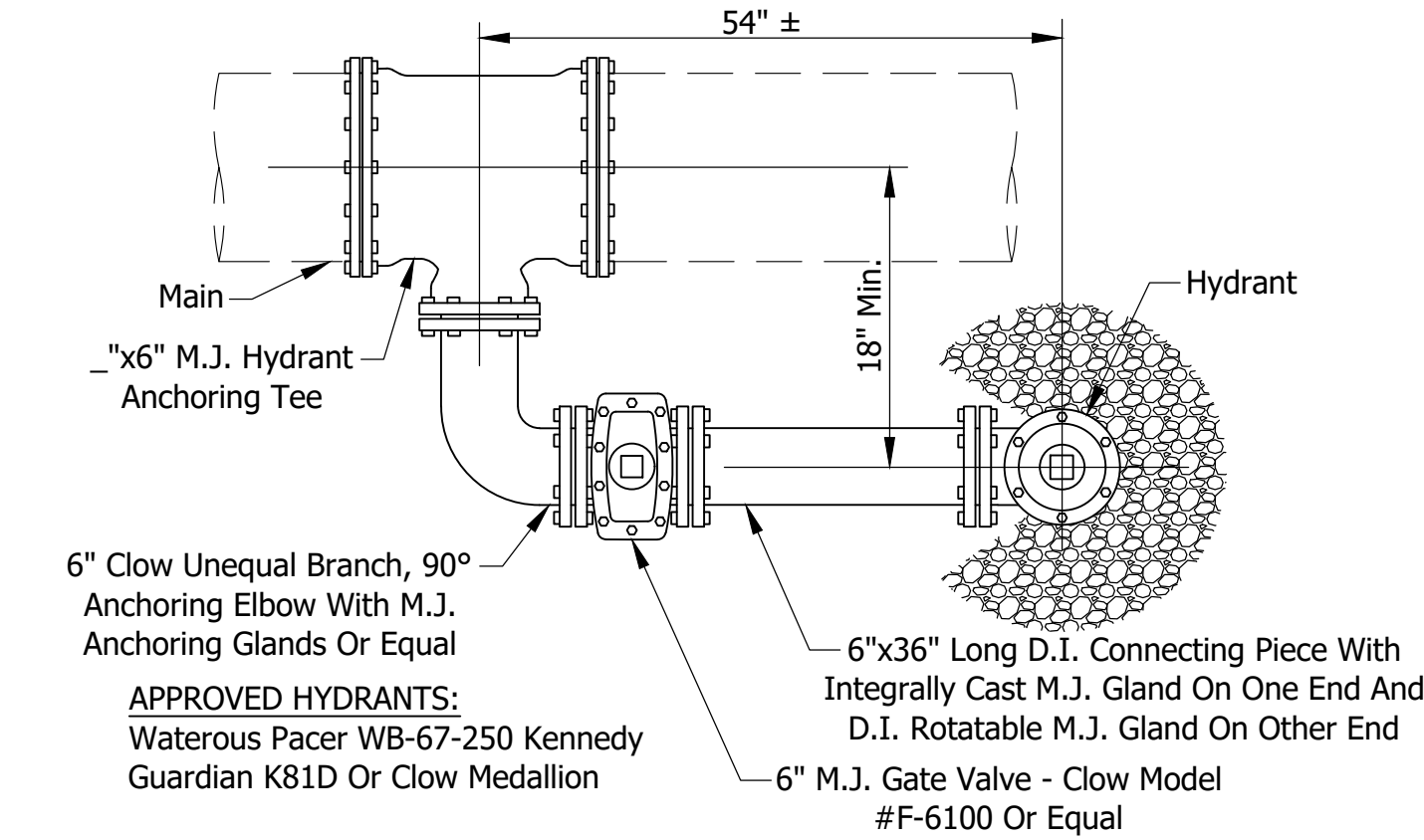
PIPE BEDDING

Scale: None



SERVICE CONNECTION DETAIL

Scale: None



MINIMUM LENGTH OF RESTRAINED JOINT PIPE EACH SIDE OF FITTING (FEET)											
Pipe Size	6		8		10		12		Pipe Type		
	DI (Polywrap)	C900 (PVC)	DI (Polywrap)	C900 (PVC)	DI (Polywrap)	C900 (PVC)	DI (Polywrap)	C900 (PVC)			
LENGTH OF RESTRAINT REQUIRED											
Tee (Branch Run)	27	31	27	36	42	36	44	51	44	52	60
Horizontal 90 OR Vertical 45 Down	13	14	13	17	19	17	21	23	21	25	28
Horizontal 45 OR Vertical 22.5 Down	5	6	5	7	8	7	9	10	9	10	11
Horizontal 22.5 OR Vertical 11.25 Down	3	3	3	3	4	3	4	5	4	5	6
Horizontal 11.25	1	1	1	1	2	2	2	2	2	3	2
Dead End/Isolation Valve	27	38	27	36	51	36	44	63	44	62	74

NOTES:

- 1.) Length Of Restraint Measured From Centerline Of Fitting Requiring Restraint. Length Of Restraint For Vertical Bends Up Are Equal To That For Horizontal Bends.
- 2.) Length Of Restraint Based Upon 5'-0" Cover, 150 PSI Pressure, And ASTM D2487 Soil Types CL, ML, SC, SM, SP, SW, GC, GM, GP, & GW. For Less Cover, Higher Pressure, Or ASTM D2487 Soil Types PT, OH, CH, MH, & OL, Consult The Engineer.
- 3.) Restrained Joint PVC Pipe Shall Utilize Either JM Eagle Eagle Loc 900 Restrained Joint System Or Certain Teed Certa-Lok Restrained Joint System Or Equal Approved By Water Superintendent.
- 4.) Mechanical Restrain Devices For PVC Pipe Shall Consist Of Multiple Gripping Wedge Incorporated Into A Follow Gland Meeting The Applicable Requirements Of ANSI/AWWA C110/A21.10. Twist Off Nuts Be Used To Insure Proper Actuating Of The Restraining Device. Restrained Mechanical Joints For PVC Pipe Shall Be Megalug, Series 2000PV By EBAA Iron, Or Approved Equal By Water Superintendent. Bolts And Nuts For Buried Service Shall Be Made Of Non-Corrosive, High Strength, Low Alloy Steel Having The Characteristics Specified In ANSI/AWWA C111/A21.11.
- 5.) Provide Joint Restraint On Each Side Of Tee Connection On Main Run. Provide Length As Shown In Table For Branch Run.

JOINT RESTRAINT DETAIL

Scale: None

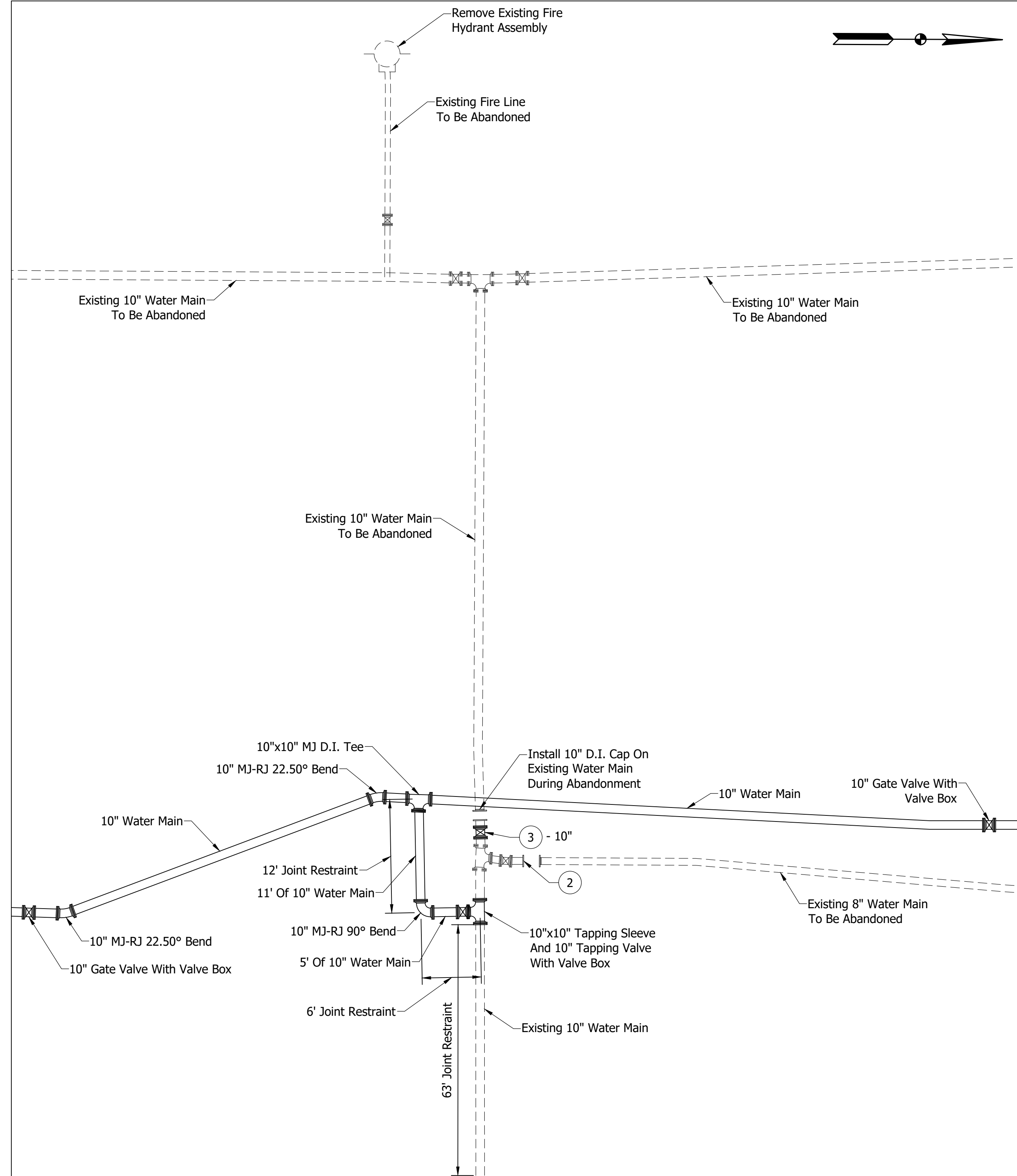
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	DESIGNED: PCC DRAWN: PCC		VERTICAL SCALE N/A	DESIGNATION 2101166
	CHECKED: CMD CHECKED: CMD		SURVEY BOOK	SHEET 97 OF 258
			CONTRACT R-43991	PROJECT ----

BFS NO.

WATER MAIN MATERIAL TABLE

[illegible]

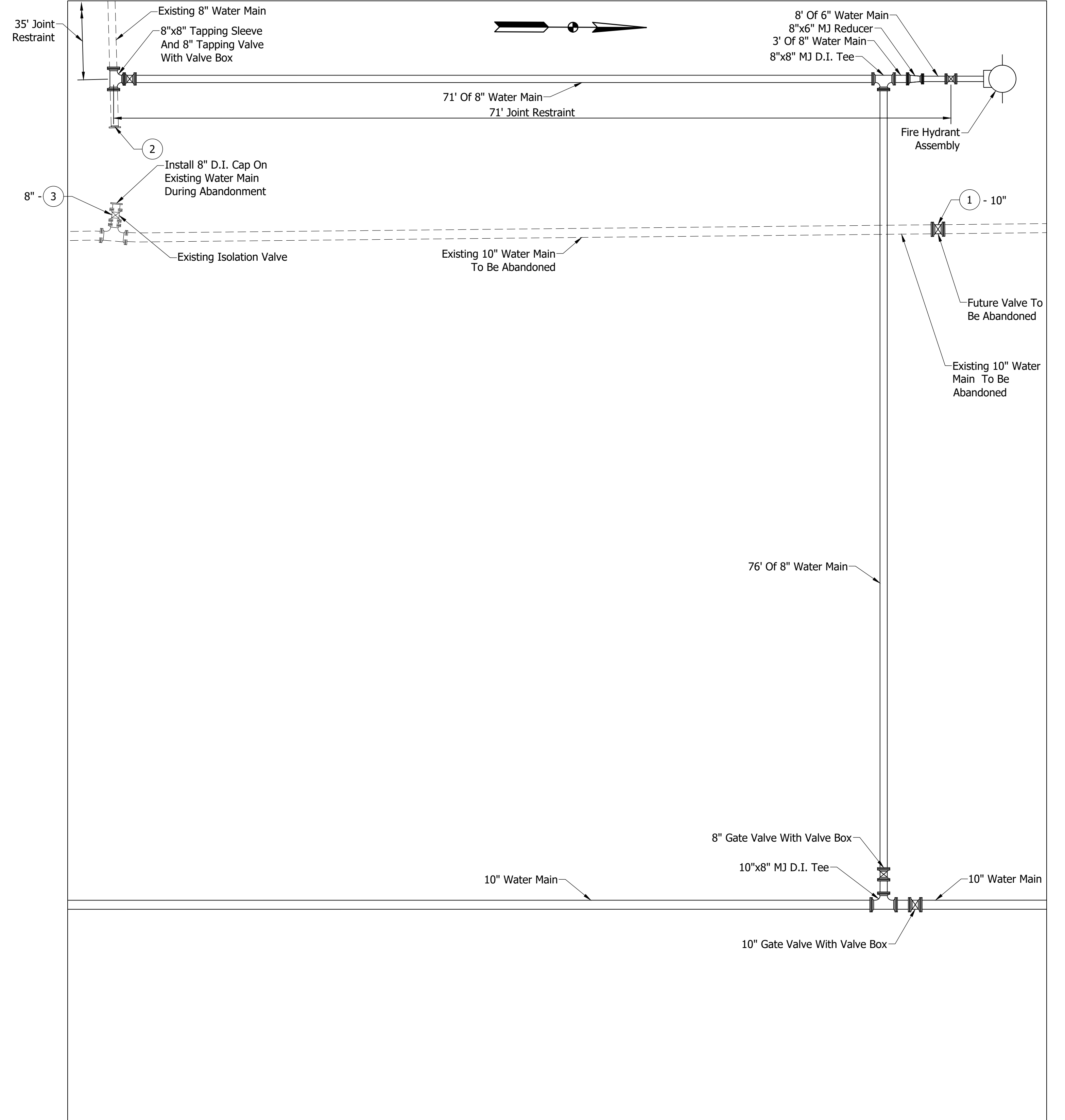
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				VERTICAL SCALE N/A		DESIGNATION 2101166				
	DESIGNED: _____ PCC			DRAWN: _____ PCC		SURVEY BOOK			SHEET 98 OF 258	
	CHECKED: _____ CMD			CHECKED: _____ CMD		CONTRACT R-43991			PROJECT	
			WATER MAIN MATERIAL TABLE S.R. 127 / N. WAYNE STREET LINE "PR-A"							



DETAIL B
CALVARY LANE
Scale: None

- PLAN SHEET NOTES:**
Insertion Valve, Size.

 - 1
 - 2 Cap And Plug Open Ends Of Pipe Or Valves. Provide Restraint Between New Or Existing Valves And Existing Or Proposed Pipe. Remove Existing Main As Needed To Install Blocking. Close Existing Valves To Be Dead-Ended Against. Restraints Are To Be Installed Prior To Cutting And Removing Sections Of Existing Pipe. Install Restraints On Existing Piping Where Needed According To The Details On Sheet 97.
 - 3 Insertion Valve, Provide Restraint To Existing Pipe To Remain, Cap Open End.

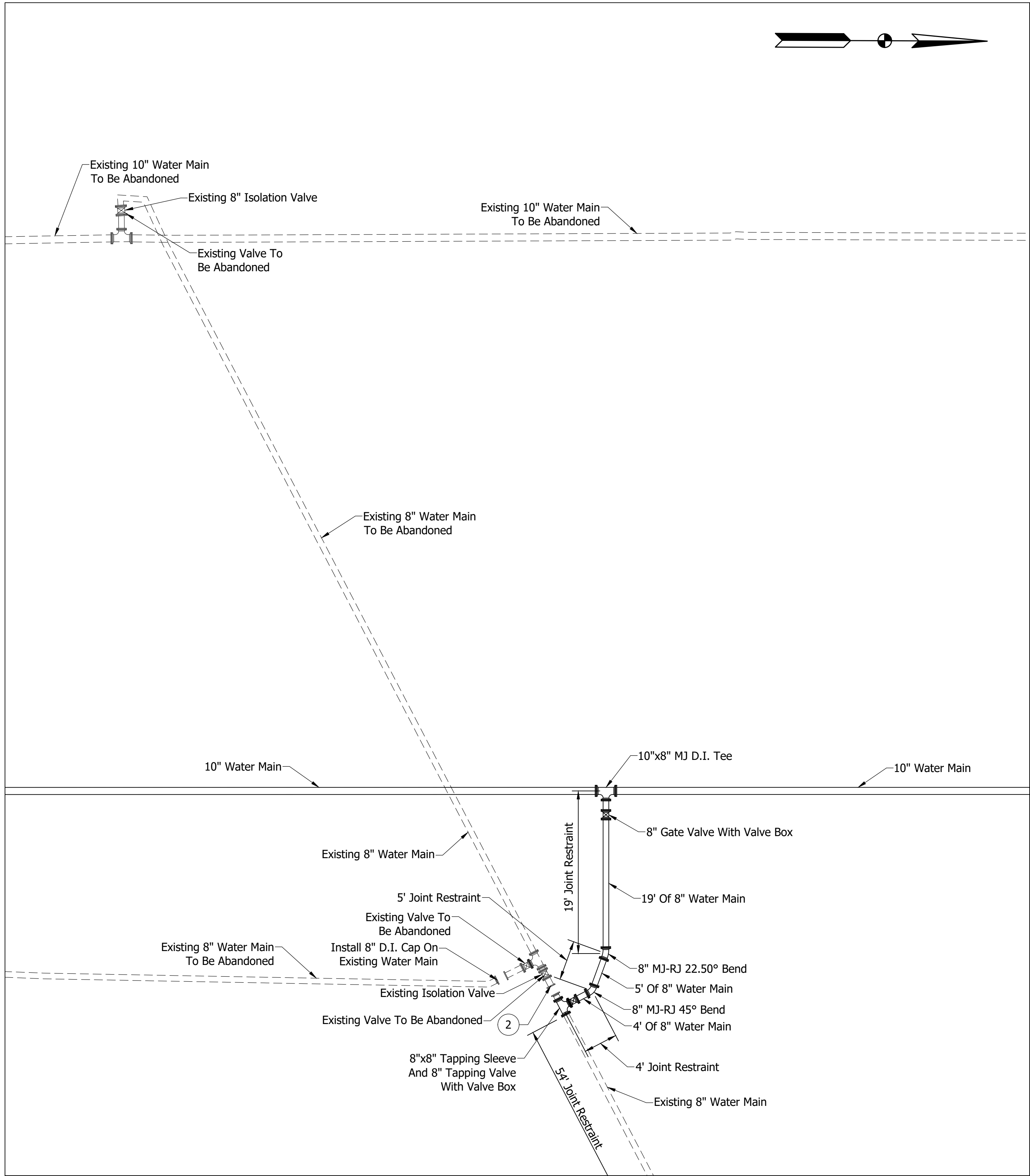


DETAIL C
BICKLAND DRIVE
Scale: None

NOTE:
Refer To Plan Sheet Notes On Sheets 86 - 92 For
Calls on Water Main Detail On Sheets 99 - 101.

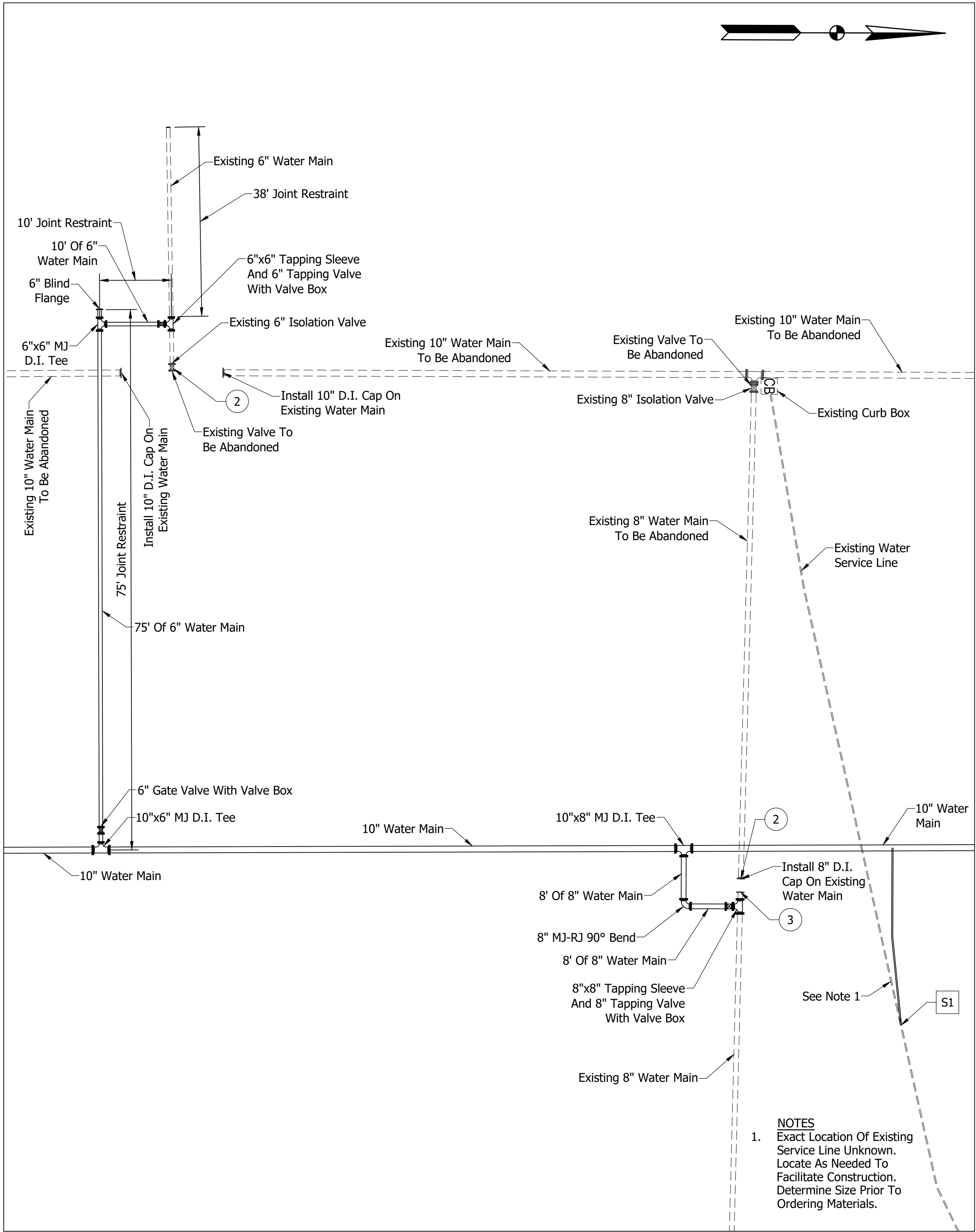
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	DESIGNED: _____ PCC		DRAWN: _____ PCC		SURVEY BOOK		SHEET	
							99 OF 258	
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- PLAN SHEET NOTES:**
- 1 Insertion Valve, Size.
 - 2 Cap And Plug Open Ends Of Pipe Or Valves. Provide Restraint Between New Or Existing Valves And Existing Or Proposed Pipe. Remove Existing Main As Needed To Install Blocking. Close Existing Valves To Be Dead-Ended Against. Restraints Are To Be Installed Prior To Cutting And Removing Sections Of Existing Pipe. Install Restraints On Existing Piping Where Needed According To The Details On Sheet 97.
 - 3 Insertion Valve, Provide Restraint To Existing Pipe To Remain, Cap Open End.

DETAIL D
VILLAGE GREEN
Scale: None



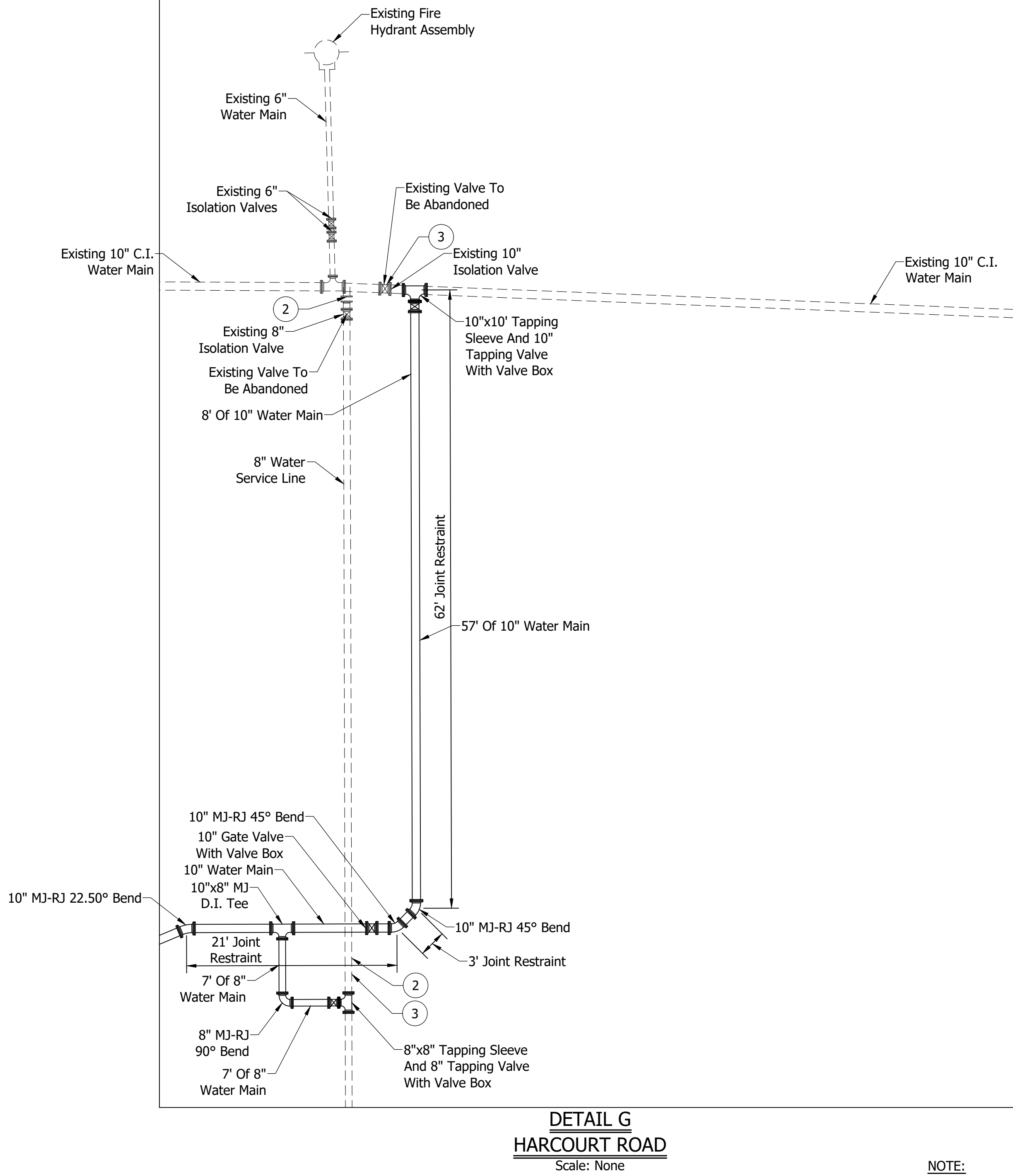
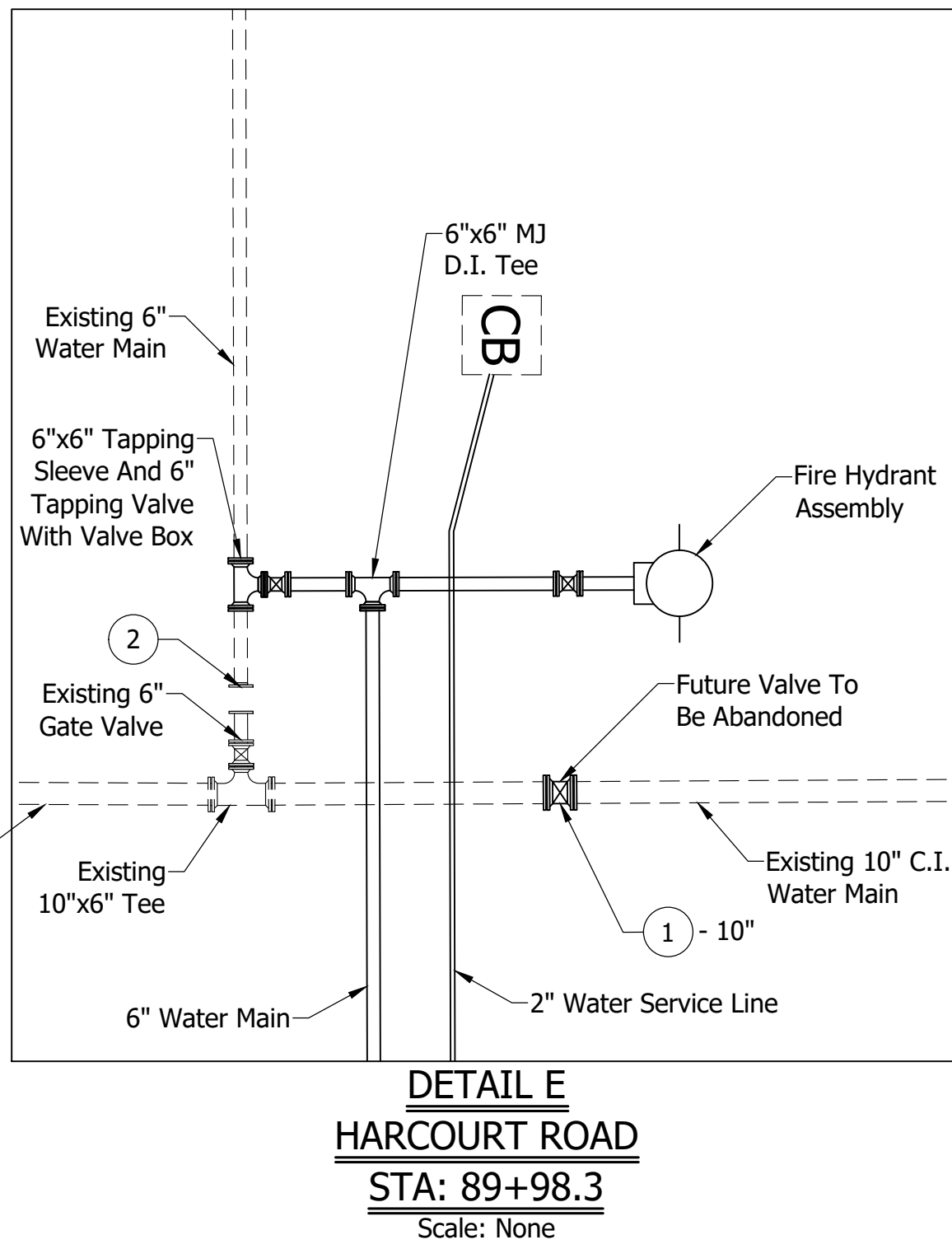
DETAIL F
HARCOURT ROAD
Scale: None

- NOTES**
1. Exact Location Of Existing Service Line Unknown. Locate As Needed To Facilitate Construction. Determine Size Prior To Ordering Materials.

NOTE:
Refer To Plan Sheet Notes On Sheets 86 - 92 For Calls on Water Main Detail On Sheets 99 - 101.

RECOMMENDED FOR APPROVAL: _____ DESIGN ENGINEER DATE		INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE AS NOTED	BRIDGE FILE
DESIGNED: _____ PCC		DRAWN: _____ PCC		VERTICAL SCALE N/A	DESIGNATION 2101166
CHECKED: _____ CMD		CHECKED: _____ CMD		SURVEY BOOK	SHEET 100 OF 258
				CONTRACT R-43991	PROJECT ----

BFS NO.



- PLAN SHEET NOTES:**
Insertion Valve, Size.
- 1 Cap And Plug Open Ends Of Pipe Or Valves. Provide Restraint Between New Or Existing Valves And Existing Or Proposed Pipe. Remove Existing Main As Needed To Install Blocking.
- 2 Close Existing Valves To Be Dead-Ended Against. Restraints Are To Be Installed Prior To Cutting And Removing Sections Of Existing Pipe. Install Restraints On Existing Piping Where Needed According To The Details On Sheet 97.
- 3 Insertion Valve, Provide Restraint To Existing Pipe To Remain, Cap Open End.

NOTE:
Refer To Plan Sheet Notes On Sheets 86 - 92 For
Calls on Water Main Detail On Sheets 99 - 101.

	RECOMMENDED FOR APPROVAL: _____ DESIGN ENGINEER _____ DATE _____		INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE AS NOTED		BRIDGE FILE	
					VERTICAL SCALE N/A		DESIGNATION 2101166	
	DESIGNED: _____ PCC	DRAWN: _____ PCC	WATER MAIN PLANS WATER MAIN DETAILS		SURVEY BOOK		SHEET 101 OF 258	
	CHECKED: _____ CMD	CHECKED: _____ CMD			CONTRACT R-43991		PROJECT _____	

EXHIBIT B



SR 127/Wayne Street Water Main, Angola, Indiana Stage 3 Cost Estimate

INDOT Pay Item #	Line Item	Unit	Quantity	Unit Price	Extended Price
105-06845	CONSTRUCTION ENGINEERING	LS	1	\$111,000.00	\$111,000.00
110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$55,000.00	\$55,000.00
715-92525	10" WATER MAIN	LFT	4,238	\$180.00	\$762,840.00
715-93913	8" WATER MAIN	LFT	208	\$150.00	\$31,200.00
715-93912	6" WATER MAIN	LFT	870	\$110.00	\$95,700.00
715-93911	4" WATER MAIN	LFT	82	\$90.00	\$7,380.00
715-96629	1" WATER SERVICE LINE	LFT	269	\$70.00	\$18,830.00
715-04965	1-1/4" WATER SERVICE LINE	LFT	76	\$90.00	\$6,840.00
715-02185	1-1/2" WATER SERVICE LINE	LFT	95	\$105.00	\$9,975.00
715-01902	2" WATER SERVICE LINE	LFT	207	\$130.00	\$26,910.00
715-96629	1" WATER SERVICE LINE (DIRECTIONAL DRILL)	LFT	159	\$80.00	\$12,720.00
715-01902	2" WATER SERVICE LINE (DIRECTIONAL DRILL)	LFT	145	\$150.00	\$21,750.00
715-02874	1" CURB VALVE	EACH	9	\$1,000.00	\$9,000.00
715-02874	1.25" CURB VALVE	EACH	1	\$1,500.00	\$1,500.00
715-02874	1.5" CURB VALVE	EACH	2	\$1,800.00	\$3,600.00
715-02874	2" CURB VALVE	EACH	9	\$2,000.00	\$18,000.00
715-11896	WATER SERVICE CONNECTION	EACH	22	\$3,000.00	\$66,000.00
715-90853	4"X4" TAPPING SLEEVE AND 4" TAPPING VALVE WITH VALVE BOX	EACH	1	\$5,000.00	\$5,000.00
715-90853	6"X6" TAPPING SLEEVE AND 6" TAPPING VALVE WITH VALVE BOX	EACH	6	\$7,000.00	\$42,000.00
715-90853	8"X8" TAPPING SLEEVE AND 8" TAPPING VALVE WITH VALVE BOX	EACH	4	\$9,000.00	\$36,000.00
715-90853	10"X10" TAPPING SLEEVE AND 10" TAPPING VALVE WITH VALVE BOX	EACH	3	\$14,000.00	\$42,000.00
720-96999	FIRE HYDRANT ASSEMBLY	EACH	18	\$8,500.00	\$153,000.00
202-97009	FIRE HYDRANT, REMOVE	EACH	9	\$1,500.00	\$13,500.00
715-98479	10" GATE VALVE WITH VALVE BOX	EACH	16	\$5,000.00	\$80,000.00
715-02745	8" GATE VALVE WITH VALVE BOX	EACH	2	\$4,000.00	\$8,000.00
715-02744	6" GATE VALVE WITH VALVE BOX	EACH	4	\$3,000.00	\$12,000.00
715-02743	4" GATE VALVE WITH VALVE BOX	EACH	1	\$2,000.00	\$2,000.00
304-12625	HMA PATCHING, FULL DEPTH, TYPE C, (BASE)	TONS	413	\$230.00	\$94,990.00
304-12625	HMA PATCHING, FULL DEPTH, TYPE C, (INTERMEDIATE)	TONS	155	\$230.00	\$35,650.00
207-09935	SUBGRADE TREATMENT, TYPE 1C	SYS	680	\$40.00	\$27,200.00
211-09266	STRUCTURE BACKFILL, FOR WATER MAINS + WATER SERVICE LINES	CYS	2,178	\$75.00	\$163,350.00
605-52807	2 FT. COMBINED CONCRETE CURB AND GUTTER	LFT	152	\$32.00	\$4,864.00
303-08210	COMPACTED AGGREGATE NO. 53, TEMPORARY FOR DRIVEWAYS	TON	124	\$90.00	\$11,160.00
621-06575	SODDING, NURSERY	SYS	445	\$5.00	\$2,225.00
702-12076	DUCTILE IRON FITTINGS	LBS	6,412	\$10.00	\$64,120.00
715-02905	INSERTION VALVE, 10"	EACH	4	\$21,000.00	\$84,000.00
715-01383	INSERTION VALVE, 8"	EACH	4	\$18,000.00	\$72,000.00
715-06039	INSERTION VALVE, 6"	EACH	1	\$14,000.00	\$14,000.00
715-02904	INSERTION VALVE, 4"	EACH	1	\$11,000.00	\$11,000.00
715-04926	VALVE ABANDONMENT	EACH	19	\$3,500.00	\$66,500.00
616-93772	INSPECTION HOLE	EACH	4	\$6,000.00	\$24,000.00

Estimated Construction Cost: \$2,326,804.00

Surfaces Restored to Existing PG prior to Mill & Overlay
Clearing R/W through Road Contract
Maintenance of Traffic, Erosion Control Costs Through Road Project



EXHIBIT C

CITY OF ANGOLA

210 N Public Square
Angola, IN 46703

Phone: 260.665.2514
www.angolain.org

July 28, 2026

INDOT Fort Wayne District
5333 Hatfield Rd
Fort Wayne, IN 46808

RE: Financial Commitment Letter-DES 2101166 Water Main Improvements

To Whom it May Concern:

The City of Angola and INDOT have partnered on a corridor enhancement project along SR 127 within city limits. A portion of DES 2101166 includes the replacement of a city owned water main within INDOT right-of-way. The City is committed to and responsible for the costs associated with the water main portion of the project.

The estimated cost of the water main replacement portion of DES 2101166 is \$2,326,804.00. Funding in the amount of \$2,326,804.00 shall be included in the City's 2027 budget. The City anticipates final adoption and acceptance of the 2027 budget by City Council and the Department of Local Government Finance (DLGF) on or after October 23, 2026.

This letter serves as confirmation of the City's intent and commitment to provide necessary funding for the project.

Respectfully,

Ryan Herbert
Clerk-Treasurer

David Martin
Mayor

City of Angola
GRANTS & SUBSIDIES

<u>Name of Organization</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Cahoots Coffee Café	\$ 2,000	\$ 2,000	\$ 2,000
Land of Lakes Family Health Services Inc	\$ 2,300	\$ 2,300	\$ 2,300
Project Help of Steuben County Inc	\$ 6,000	\$ 6,000	\$ 6,000
Easterseals ARC of Northeast Indiana Inc	\$ 5,000	\$ 5,000	\$ 5,000
Steuben County Council on Aging Inc	\$ 6,000	\$ 6,000	\$ 6,000
Steuben County Historical Society	\$ 500	\$ 500	\$ 500
Steuben County Literacy Coalition	\$ 1,500	\$ 1,500	\$ 1,500
Turning Point Shelter of Steuben County Inc	\$ 15,000	\$ 15,000	\$ 15,000
YMCA of Steuben County (Begin to Swim Program)	\$ 2,645	\$ 2,645	\$ 2,645
TOTAL	<u>\$ 40,945</u>	<u>\$ 40,945</u>	<u>\$ 40,945</u>

Approved by Common Council: August 17, 2026

CITY OF ANGOLA
Prescribed by State Board of Accounts

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JULY 2026

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7	Cash Summary by Fund (Account)
General	\$ 11,475,283.87	\$ 305,069.36	\$ 11,780,353.23	\$ 2,848,595.41	\$ 340,507.65	\$ 3,189,103.06	\$ 8,591,250.17	(0.00) \$ 8,591,250.17
COVID Indiana CRF	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	0.00 \$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00 \$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91	0.00 \$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00 \$ -
ARP Coronavirus Local Fiscal Recovery	\$ 15,975.99	\$ -	\$ 15,975.99	\$ 11,700.00	\$ -	\$ 11,700.00	\$ 4,275.99	0.00 \$ 4,275.99
Motor Vehicle Highway	\$ 4,509,465.15	\$ 19,566.89	\$ 4,529,032.04	\$ 1,155,175.23	\$ 271,722.18	\$ 1,426,897.41	\$ 3,102,134.63	0.00 \$ 3,102,134.63
Local Road & Street	\$ 346,188.56	\$ 8,552.39	\$ 354,740.95	\$ -	\$ -	\$ -	\$ 354,740.95	0.00 \$ 354,740.95
Motor Vehicle Highway Restricted	\$ 273,019.99	\$ 19,566.90	\$ 292,586.89	\$ 43,400.00	\$ -	\$ 43,400.00	\$ 249,186.89	0.00 \$ 249,186.89
Parks & Recreation Operating	\$ 1,882,113.84	\$ 259.44	\$ 1,882,373.28	\$ 527,868.09	\$ 134,964.11	\$ 662,832.20	\$ 1,219,541.08	(0.00) \$ 1,219,541.08
LIT Economic Development	\$ 4,100,135.41	\$ 1,268,238.83	\$ 5,368,374.24	\$ 336,107.20	\$ 91,983.68	\$ 428,090.88	\$ 4,940,283.36	0.00 \$ 4,940,283.36
Donation	\$ 200,946.57	\$ 7,364.07	\$ 208,310.64	\$ 39,179.62	\$ 9,135.35	\$ 48,314.97	\$ 159,995.67	(0.00) \$ 159,995.67
Federal Grants Operating	\$ 32,816.85	\$ -	\$ 32,816.85	\$ 25,485.77	\$ 5,975.40	\$ 31,461.17	\$ 1,355.68	0.00 \$ 1,355.68
Local Law Enforcement Continuing Ed	\$ 47,098.79	\$ 953.28	\$ 48,052.07	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 45,952.07	0.00 \$ 45,952.07
Riverboat	\$ 187,254.92	\$ -	\$ 187,254.92	\$ -	\$ -	\$ -	\$ 187,254.92	0.00 \$ 187,254.92
Local Road & Bridge Matching Grant	\$ 308,158.51	\$ -	\$ 308,158.51	\$ 34,805.13	\$ -	\$ 34,805.13	\$ 273,353.38	0.00 \$ 273,353.38
Rainy Day	\$ 4,200,000.00	\$ -	\$ 4,200,000.00	\$ -	\$ -	\$ -	\$ 4,200,000.00	0.00 \$ 4,200,000.00
Hazardous Materials Response	\$ 16,330.08	\$ -	\$ 16,330.08	\$ 675.65	\$ -	\$ 675.65	\$ 15,654.43	0.00 \$ 15,654.43
LIT Public Safety	\$ 1,447,697.23	\$ 79,161.42	\$ 1,526,858.65	\$ 713,721.71	\$ 113,668.07	\$ 827,389.78	\$ 699,468.87	(0.00) \$ 699,468.87
Opioid Settlement Unrestricted	\$ 49,060.26		\$ 49,060.26	\$ -	\$ -	\$ -	\$ 49,060.26	0.00 \$ 49,060.26
Opioid Settlement Restricted	\$ 22,490.68	\$ -	\$ 22,490.68	\$ -	\$ -	\$ -	\$ 22,490.68	0.00 \$ 22,490.68
Fire Operating	\$ 3,818,696.14	\$ 4,583.00	\$ 3,823,279.14	\$ 1,186,139.11	\$ 199,398.60	\$ 1,385,537.71	\$ 2,437,741.43	(0.00) \$ 2,437,741.43
Redevelopment General	\$ 1,379,464.40	\$ -	\$ 1,379,464.40	\$ 11,310.00	\$ 1,560.00	\$ 12,870.00	\$ 1,366,594.40	0.00 \$ 1,366,594.40
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00 \$ -
Cumulative Capital Improvement	\$ 177,804.55	\$ -	\$ 177,804.55	\$ -	\$ -	\$ -	\$ 177,804.55	0.00 \$ 177,804.55
Cumulative Capital Development	\$ 1,532,148.66	\$ -	\$ 1,532,148.66	\$ -	\$ -	\$ -	\$ 1,532,148.66	0.00 \$ 1,532,148.66
Park Nonreverting Capital	\$ 214,643.30	\$ 2,052.96	\$ 216,696.26	\$ 691.01	\$ 20.61	\$ 711.62	\$ 215,984.64	(0.00) \$ 215,984.64
Park Cumulative Building	\$ 432,733.78	\$ -	\$ 432,733.78	\$ 73,024.00	\$ -	\$ 73,024.00	\$ 359,709.78	(0.00) \$ 359,709.78
Local Major Moves Construction	\$ 176,920.81	\$ 4,705.94	\$ 181,626.75	\$ 98,500.00	\$ -	\$ 98,500.00	\$ 83,126.75	0.00 \$ 83,126.75
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00 \$ -
Water Operating & Maintenance	\$ 1,520,642.59	\$ 200,602.55	\$ 1,721,245.14	\$ 1,175,620.82	\$ 170,079.53	\$ 1,345,700.35	\$ 375,544.79	0.00 \$ 375,544.79
Water Sinking	\$ 288,878.81	\$ 24,090.00	\$ 312,968.81	\$ 141,103.13	\$ 144,540.63	\$ 285,643.76	\$ 27,325.05	(0.00) \$ 27,325.05
Water Improvement	\$ 3,109,107.25	\$ -	\$ 3,109,107.25	\$ 50,565.52	\$ 23,752.33	\$ 74,317.85	\$ 3,034,789.40	0.00 \$ 3,034,789.40
Water Customer Deposit	\$ 81,790.00	\$ 2,000.00	\$ 83,790.00	\$ 11,300.00	\$ 2,180.00	\$ 13,480.00	\$ 70,310.00	0.00 \$ 70,310.00
Water Construction	\$ 4,399,297.83	\$ 633,936.00	\$ 5,033,233.83	\$ 4,399,297.83	\$ 633,936.00	\$ 5,033,233.83	\$ -	0.00 \$ -
Water Debt Service Reserve	\$ 295,465.27	\$ 854.92	\$ 296,320.19	\$ -	\$ -	\$ -	\$ 296,320.19	0.00 \$ 296,320.19
Wastewater Operating & Maintenance	\$ 2,184,389.96	\$ 256,044.93	\$ 2,440,434.89	\$ 1,632,259.97	\$ 268,642.83	\$ 1,900,902.80	\$ 539,532.09	(0.00) \$ 539,532.09
Wastewater Sinking	\$ 440,334.72	\$ 18,851.73	\$ 459,186.45	\$ 107,500.00	\$ 107,500.00	\$ 215,000.00	\$ 244,186.45	0.00 \$ 244,186.45
Wastewater Improvement	\$ 4,194,251.76	\$ 77,534.00	\$ 4,271,785.76	\$ 469,230.30	\$ 28,262.97	\$ 497,493.27	\$ 3,774,292.49	(0.00) \$ 3,774,292.49
Wastewater Construction	\$ 3,442,127.00	\$ 371,637.00	\$ 3,813,764.00	\$ 3,442,127.00	\$ 371,637.00	\$ 3,813,764.00	\$ -	0.00 \$ -
Police Pension	\$ 347,022.32	\$ -	\$ 347,022.32	\$ 75,938.59	\$ 11,682.86	\$ 87,621.45	\$ 259,400.87	0.00 \$ 259,400.87
Payroll Withholding	\$ 2,502,629.03	\$ 398,591.07	\$ 2,901,220.10	\$ 2,464,099.44	\$ 398,792.55	\$ 2,862,891.99	\$ 38,328.11	(0.00) \$ 38,328.11
Escrow	\$ 66,600.00	\$ 2,000.00	\$ 68,600.00	\$ 7,750.00	\$ 4,600.00	\$ 12,350.00	\$ 56,250.00	0.00 \$ 56,250.00
TOTAL - CASH FUNDS	\$ 59,720,740.79	\$ 3,706,216.68	\$ 63,426,957.47	\$ 21,085,270.53	\$ 3,334,542.35	\$ 24,419,812.88	\$ 39,007,144.59	(0.00) \$ 39,007,144.59
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments	
Moneys on Deposit (interest only) (2)	\$ 21,528.70	\$ 3,144.68	\$ 24,671.38	\$ -	\$ -	\$ -	\$ 24,671.38	0.00 \$ 24,671.38
Moneys on Deposit (interest only) (8)	\$ 548,862.23	\$ 85,140.53	\$ 634,002.76	\$ -	\$ -	\$ -	\$ 634,002.76	0.00 \$ 634,002.76
Local Major Moves Construction (2)	\$ 2,990,000.62	\$ 9,204.48	\$ 2,999,205.10	\$ -	\$ -	\$ -	\$ 2,999,205.10	(0.00) \$ 2,999,205.10
Total of Investments by Funds	\$ 3,560,389.55	\$ 97,489.69	\$ 3,657,879.24	\$ -	\$ -	\$ -	\$ 3,657,879.24	(0.00) \$ 3,657,879.24
TOTAL - ALL FUNDS	\$ 63,281,130.34	\$ 3,803,706.37	\$ 67,084,836.71	\$ 21,085,270.53	\$ 3,334,542.35	\$ 24,419,812.88	\$ 42,665,023.83	(0.00) \$ 42,665,023.83

CITY OF ANGOLA

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JULY 2026**

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
<u>Bank of New York</u>			
Wastewater Sinking - Bond & Interest (20)	\$ 20,050.06	\$ -	\$ 20,050.06
Wastewater Sinking - Debt Service Reserve (20)	\$ 224,136.39	\$ -	\$ 224,136.39
Water- Debt Service Reserve (20)	\$ 296,320.19	\$ -	\$ 296,320.19
<u>Farmers State Bank</u>			
General Checking (3)	\$ 11,995,897.78	\$ (48,673.24)	\$ 11,947,224.54
General Savings (8)	\$ 26,134,002.76	\$ -	\$ 26,134,002.76
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 503.75	\$ -	\$ 503.75
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,024,671.38	\$ -	\$ 1,024,671.38
TRECS (2)	\$ 923.69	\$ -	\$ 923.69
TOTALS	\$ 39,696,506.00	\$ (48,673.24)	\$ 39,647,832.76
INVESTMENTS MADE FROM DEPOSITORY BALANCES		\$	\$ -
ADD: Cash in Office		\$	\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 15661		\$	\$ 100.00
Deposit in transit (3) 15662		\$	\$ 2,186.81
Deposit in transit (3) 15664		\$	\$ 242.14
Deposit in transit (3) 15665		\$	\$ 1,768.61
Deposit in transit (3) 15666		\$	\$ 6,806.94
Deposit in transit (3) 15668		\$	\$ 2,425.47
NSF Return John Day		\$	\$ 3,206.00
Moneys on Deposit (interest only EOM)		\$	\$ (658,674.14)
TOTAL CASH BALANCE, Plus Depository Balances Invested		\$	\$ 39,007,144.59
Total of Investments - All funds (As shown in Col 7 opposite page)		\$	\$ 3,657,879.24
TOTAL CASH BALANCE AND INVESTMENTS		\$	\$ 42,665,023.83