

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

Monday, May 6, 2024 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Roe _____ McDermid _____

2. Remarks by Mayor Martin
3. Request approval of the April 15 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1752-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (121 W Stocker) (second and third reading) (attachment)
2. Discussion regarding the traffic studies for the intersections of East Randolph and Cross Streets and South Superior and West Pleasant Streets.
3. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1753-2024. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA ARP CORONAVIRUS FISCAL RECOVERY FUND. (first reading) (attachment)
2. Request approval of the Agreement for Professional Engineering Services with Butler, Fairman and Seufert, Inc. for the Poka-Bache Trail Project in the amount not to exceed \$343,760.00. (attachment)
3. Review and determine if IMP Realty LLC leased to Patrick Industries, Inc. located at 409 Growth Parkway and 101 Industrial Drive is or is not in compliance with Statement of Benefits for Real Estate Improvements. (Resolution No. 2015-666, eight years) (attachment)
4. Request appointment of Libby Hysong to the Economic Development Commission for the term 2/1/2024-1/31/2028.

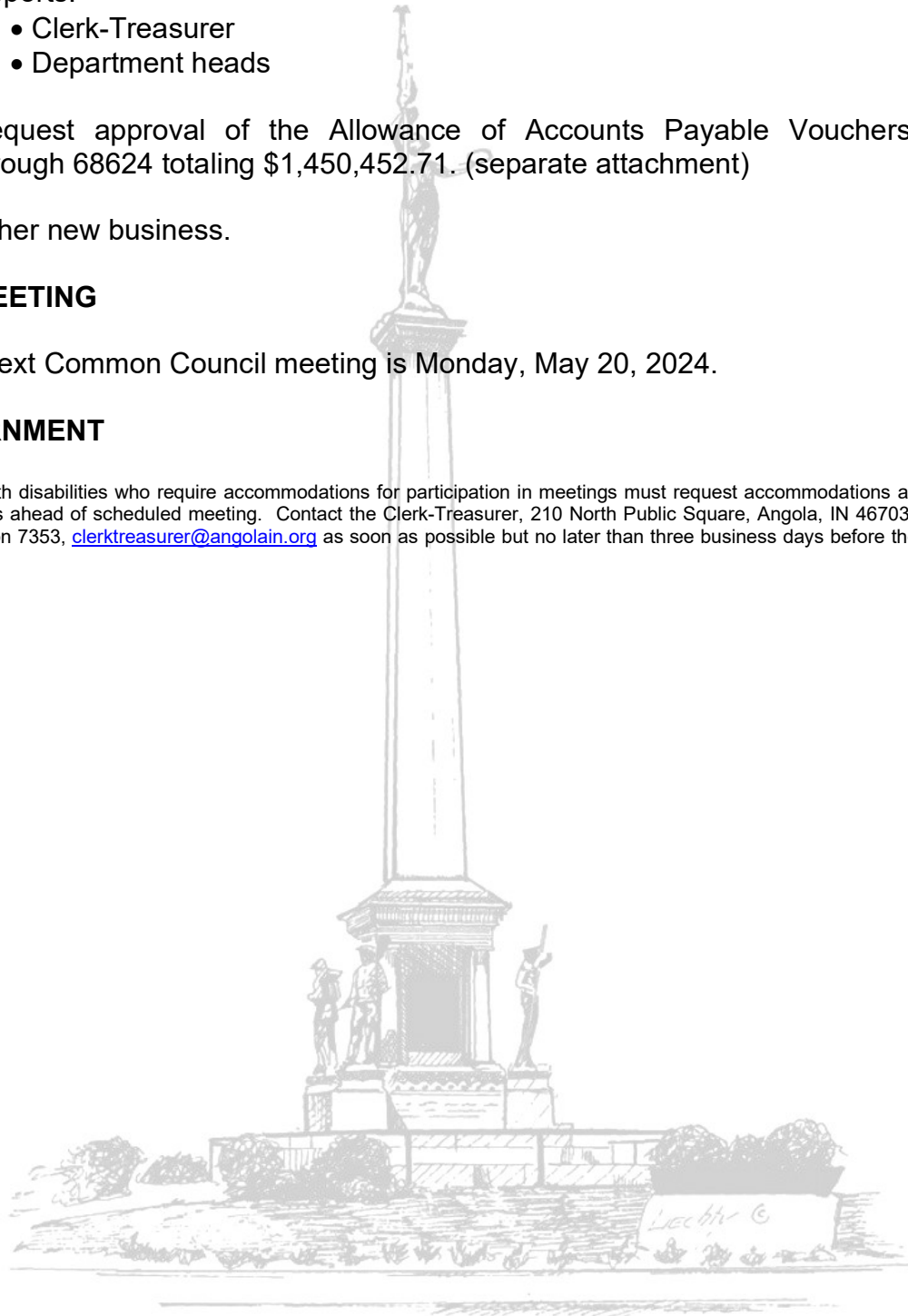
5. Request approval for the Street Department to dispose of 1997 International Truck (asset No. 455) via auction on Govdeals.com.
6. Reports:
 - Clerk-Treasurer
 - Department heads
7. Request approval of the Allowance of Accounts Payable Vouchers 68345 through 68624 totaling \$1,450,452.71. (separate attachment)
8. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, May 20, 2024.

ADJOURNMENT

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



April 15, 2024

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 David A. Olson, Jennifer L. Sharkey, David W. Roe, and Jerold D. McDermid answered roll. Council Member Randy Coffey was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Fire Chief Doug Call, Wastewater Superintendent Jeff Gaff, Assistant Police Chief Darrin Taylor, Human Resource Director Sue Essman, City Planner Brett Steele, Deputy Clerk Stephanie Dean, and Mayor's Administrative Assistant Retha Hicks.

Also present were June Julien of the Steuben County Tourism Bureau, Justin Dinius, Jim Mills, David Whitehead, Wayne Ort, Jessie Lestinsky of Wessler Engineering, Berton Leach, Beth Swary of WLKI, and Lynn Thompson Of the Herald Republican.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the April 1, 2024 minutes. Council Member McDermid seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

Ordinance No. 1750-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for third and final reading. Council Member Olson having reviewed the findings of the Plan Commission and taking into account the comprehensive plan, current conditions and character of the structures and uses in each district, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member Sharkey seconded the motion. The motion to adopt on third and final reading carried 4-0.

Ordinance No. 1751-2024, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 13 PUBLIC SERVICES, CHAPTER 13.15 STORMWATER MANAGEMENT, was read by title and presented to Council for second reading. Council Member Olson moved to approve. Council Member Roe seconded the motion. The motion carried 4-0. Ordinance No. 1751-2024, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 13 PUBLIC SERVICES, CHAPTER 13.15 STORMWATER MANAGEMENT, was then read by title and presented to Council for third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve on third and final reading carried 4-0.

NEW BUSINESS

Ordinance No. 1752-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Roe seconded the motion. Discussion followed. The motion carried 4-0.

Bids for the Easton Place Lift Station elimination Project were opened by Jessie Lestinsky from Wessler Engineering. One bid total was received. The bid was from API Construction Corp. in the amount of \$689,220.00. Council Member Olson moved accept the lowest most responsive and responsible bidder. Council Member McDermid seconded the motion. The motion carried 4-0.

June Julien of the Steuben County Tourism Bureau provided a presentation regarding the economic impact of tourism in Angola and Steuben County. Julien provided numbers and statistics from her economic impact study for 2023. There were 2 million visitors for a total of 14 million visits with a total economic impact of \$271 million additional dollars in Steuben County for the year of 2023. Julien also provided a demonstration of the PlacerAI Location Analytics Program.

Council Member Olson moved to find Univertical LLC located at 203 Weatherhead Street in substantial compliance with Statements of Benefits for Personal Property for Resolutions No. 2014-651, 2016-686, 2019-752, 2019-766 and Real Estate Improvements for Resolution No. 2021-798. Council Member Sharkey seconded the motion. The motion carried 4-0.

Council Member Olson moved to find R. R. Donnelley Inc. in substantial compliance with the Statement of Benefits for Personal Property for Resolution No. 2018-725 and 2019-751. Council Member McDermid seconded the motion. The motion for carried 4-0.

Council Member Olson moved to find Vestil Manufacturing/ Vestil Manufacturing Corp/ Vestil LLC in substantial compliance with Statements of Benefits for Real Estate Improvements located at 749 Growth Parkway Resolutions 2017-712 and 299 North Wayne Street Resolution No. 2021-802 and for Personal Property located at 299 North Wayne Street Resolution No. 2017-712 and 2021-802. Council Member McDermid seconded the motion. The motion carried 4-0.

Council Member Olson moved to find Precision Edge Surgical Products LLC located at 1910 N. Wayne Street in substantial compliance with Statements of Benefits for Personal Property for Resolution No 2016-687, 2018-726, 2019-760, and 2022-835. Council Member Sharkey seconded the motion. The motion carried 4-0. Council Member Olson then moved to terminate the abatement for Real Estate Improvements Resolution No. 2022-836. Council Member Roe seconded the motion. The motion carried 4-0.

Council Member Olson moved to approve the Proposal for Professional Services Lift Station and SCADA Improvements with Wessler Engineering in the amount of \$42,150. Council Member Sharkey seconded the motion. The motion carried 4-0.

Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending March 2024 was presented for Council information.

DEPARTMENT HEAD REPORTS

Fire Chief Call extended an invitation to attend checkoffs for the High School program on the 24th, 25th, and 26th at the burn chamber area from 1:00 to 3:00. A graduation ceremony is being planned for May 17th. More information on that will be provided at a later time.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Olson moved to approve the Allowance of Accounts Payable Vouchers 68095 through 68344 totaling \$2,692,019.35 which includes interfund transfers of \$1,984,606.56. Member McDermid seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:47 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately 1.88-acre of land to Medium to Large General Commercial (C2) District. The Parcel ID 760626210103000012 is located on the southside of W Stocker St just west of N. Wayne St.

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

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

WHEREAS, the City of Angola Plan Commission at its April 8, 2024 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on April 8, 2024, heard input from the public and unanimously forwarded a *favorable recommendation with commitments* to the Angola Common Council of said real estate.

WHEREAS, Indiana Code section §36-7-4-1015 et. Seq provide for the City of Angola Plan Commission to include the following commitments to their favorable recommendation to Angola Common Council of said real estate.

1. Any further improvements to the drivable surface shall be impervious material as outlined under Section 18.160.120 (C)
2. In the event of any structural damage or destruction of 'Building A' (*hereto as Exhibit A*) caused by accident, fire, or Acts of God, structure shall be razed and rebuild must bring the entire structure into full compliance with the current Unified Development Ordinance.
3. Shall collaborate with the City Planning and Engineering Departments to development a plan to bring the property into compliance with the maximum lot coverage of 75 percent via landscaping, installation of green space, and complaint point of access along the right-a-way of Stocker Street.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:
*The 1.88-acre parcel located on the southside of W Stocker St just west of N. Wayne St.
The legal description is attached hereto as Exhibit B.*

ORDINANCE NO. 1752-2024

The aforementioned tract of land shall officially be changed to the Medium to Large General Commercial (C2) District.

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

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2024.

David B. Martin, Mayor

Attest:

Ryan Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of _____ 2024.

Ryan Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of _____ 2024.

David B. Martin, Mayor

Exhibit A



Exhibit B

Legal Description

A part of the Northwest Quarter of Section Twenty-Six, Township Thirty-Seven North, Range Thirteen East, described as follows: Commencing at a point on the North line of said Section 26, 5.31 chains West of the quarter corner on the North line of said Section 26; running thence West 7.71 chains; thence South 6.23 chains; thence East 4.64 chains to the center-line of the Ft. Wayne, Jackson & Saginaw Railway right-of-way; thence Northeasterly along the center line of said right-of-way to the point of beginning; excepting a strip of land 40 feet wide off the North said of the West 80 feet of said tract and also excepting a strip of land 1 rod wide off the North side of the balance of said tract. Also, beginning the Southwest corner of the land above described; running thence East about 254 feet to the West line of the Ft. Wayne, Jackson and Saginaw Railway right-of-way; thence Southwesterly along said West line of said right-of-way to a point South of the Point of Beginning; thence North to the Point of Beginning; also that part of said right-of-way lying South of the West 80 feet of said last described tract and the center line of said right-of-way.

EXCEPT: Commencing at a point 855.52 feet West and 414.68 feet South of the quarter corner on the North line of Section 26, Township 37, North Range 13 East, being Pleasant Township, Steuben County, Indiana; thence South a distance of approximately 350 feet to the right-of-way line of the New York Central Railroad; thence Northeasterly along the said right-of-way line a distance of approximately 475 feet to a point directly East of said place of beginning; thence West a distance of approximately 350 feet to the said place of beginning.

ALSO EXCEPT: A tract of land situated in the Northeast Quarter of the Northwest Quarter of Section 26, Township 37 North, Range 13 east, Pleasant Township, Steuben County, Indiana, bounded as follows:

Commencing at the North Quarter corner of said Section 26 and running thence South 90 degrees 00 minutes West 733.92 feet on the North line of said Section 26 to the True Point of Beginning, thence continuing South 90 degrees 00 minutes West 125.40 feet on said Section line; thence South 00 degrees 00 minutes West 400.69 feet; thence North 90 degrees 00 minutes East 125.40 feet; thence North 00 degrees 00 minutes East 400.69 feet to the True Point of Beginning and containing 1.15 acres.

ORDINANCE NO. 1753-2024

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA ARP CORONAVIRUS FISCAL RECOVERY
FUND**

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

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

	<u>Amount Requested</u>	<u>Amount Approved</u>
ARP Coronavirus Fiscal Recovery Fund		
Capital Outlays	\$1,400,000	\$1,400,000
Total	\$1,400,000	\$1,400,000

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of May 2024 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of May 2024.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1753-2024

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of May 2024.

David B. Martin, Mayor

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024, by and between the

City of Angola
210 N Public Sq.
Angola, Indiana 46703

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

Poka-Bache Trail

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

8450 Westfield Blvd., Ste. 300, Indianapolis, IN 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the

abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement;

except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

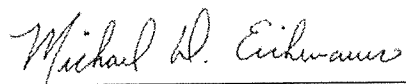
To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 2024.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT,
INC.

OWNER:
City of Angola



Michael D. Eichenauer, Executive V.P.

David B. Martin - Mayor

Attest:

Ryan P. Herbert – Clerk Treasurer

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

This project will finalize the northern-most section of the Poka-Bache Trail Connector to advance the Indiana Department of Natural Resources' State Visionary Trail program linking Pokagon State Park in Steuben County to Oubache State Park in Wells County. A portion of design for this trail segment was completed previously by the City of Angola and another Consultant Firm. The total section of the trail is approximately 1.2 miles in length and will complete the City of Angola's portion of the state visionary trail. There is a southern segment of approximately 880 LFT that will require additional survey and design scope. The northern terminus connects into Common's Park, a city park, and the already completed Poka-Bache trail segment. The proposed trail will then travel adjacent to community recreational sports fields, an elementary school, an apartment complex, and various commercial properties. The project also includes a mid-block crossing directly north of W 150 S. The southern terminus of this trail project will connect to Steuben County's ongoing trail project.

This project is partially funded with Next Level Trails funds as administered by the Indiana Department of Natural Resources.

B. SCOPE OF WORK

1. PROJECT MANAGEMENT AND ADMINISTRATION

The **ENGINEER** shall provide project management and administration services as described below:

- a. Facilitate and participate in up to three (3) in-person progress meetings with the **OWNER** and the project team, including preparation of agendas and minutes.
 - i. Project Kick-off Meeting shortly after Notice to Proceed.
 - ii. On-site Field Check and 30% Plans Review Meeting.
 - iii. 90% Plans Review Meeting.
- b. Participate in additional meetings with the **OWNER** and agencies as may be needed in connection to the project.
- c. Prepare quarterly progress reports that summarize the status of each major project milestone and phase.
- d. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
- e. Coordination and administration of incorporation of the previously designed trail segment into a single project.

2. TOPOGRAPHIC SURVEY

The **ENGINEER** shall provide Topographic Survey as follows:

- a. Approximately 880 lft of topographic survey will be completed along Old 27 in Angola. The survey swath will be from the Centerline of the existing Old 27 out to 50' from the edge of pavement of one side of the existing roadway.
- b. Field survey data shall be in conformance with the requirements of Title 865 IAC

1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys, except all CAD files will be supplied in Autocad/Civil 3D.

- c. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, trees equal to and larger than 12 inches and limits of heavily wooded areas.
- d. Before field work commences, a IUPPS ticket will be submitted for utility locates along the project route. Any marks placed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product. As needed, coordination between the survey field crews and on-site utility locators will occur.
- e. Sufficient elevation shots (Cross sections at 100 foot intervals maximum with any intermediate breaks included) will be taken so that 1-foot contours can be calculated from a created Digital Terrain Model. These contours will be included in the survey submittal.
- f. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way (if needed) for this project in accordance with Title 865 IAC 1-12 et sequential.
- g. Property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. If necessary, research at the Steuben County offices or any other entity will be completed to facilitate the determination of these lines.
- h. Horizontal datum will be based on the Indiana Geospatial Coordinate System, Steuben Zone, US Survey feet as determined by GPS observations and the Trimble VRS GPS Network.
- i. Horizontal control points will be set and referenced for the project at approximate one-quarter mile intervals. The design plans will reference these control points so that the survey control can be used to establish the construction centerline.
- j. Vertical datum will be established from an existing Benchmark monument if one exists within one mile of the project site. If nothing suitable exists, then the vertical datum will be established using GPS observations.
- k. Vertical control points (benchmarks) will be established at approximate one-quarter mile intervals.
- l. A Location Control Route Survey Plat that covers this small portion of the City project will be included in the County Route Plat.

3. PROPERTY LINE DETERMINATION

The **ENGINEER** shall research record documents at the Steuben County Recorder's office, calculate the property lines, and establish the same in Civil 3D 2018 drawings for use in design. Easement locations will be determined based on plat information.

4. UTILITY COORDINATION

The **ENGINEER** shall perform Utility Coordination which shall include the following:

- a. Utility Coordination Project Management, project meetings, and monthly reports.

- b. Submit Indiana 811 tickets via the Exactix software to get existing utilities located throughout the project scope limits to be surveyed by topographic survey crews once onsite. Scope includes monitoring utility responses through phone calls and emails to ensure locates get completed onsite, and escalating to established project utility coordination contacts if necessary to get onsite locates completed.
- c. Review survey 811 tickets, complete design 811 ticket, and perform area research to determine utilities in the area of the project.
- d. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
- e. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
- f. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
- g. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
- h. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
- i. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
- j. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
- k. Prepare utility special provision and utility relocation Gantt chart for final submittals.
- l. Issue all approved work plans letters to the utilities unless otherwise directed by the **OWNER**.

5. UTILITY COORDINATION CONSTRUCTION PHASE

The **ENGINEER** shall perform utility coordination construction phase which shall include the following:

- a. Draft and issue all pre-construction and relocation Notice-To-Proceed emails and letters to the utilities as necessary for the project unless directed otherwise by the **OWNER**.
- b. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
- c. Send letters & communication follow-up during utility progress to monitor progress and schedules.
- d. Attending the project pre-construction meeting.
- e. Remain active throughout construction as needed for unforeseen conditions.

6. UTILITY RELOCATION STAKING

The **ENGINEER** shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis.

7. SUBSURFACE UTILITY ENGINEERING (SUE) COORDINATION & SURVEY

- a. The **ENGINEER** shall perform SUE coordination and SUE survey in support of the Subsurface Utility Investigation (SUI) provider's efforts on an as needed basis, which shall include the following:
- b. Prepare SUI plans for use by the provider and coordinate to ensure their efforts cover the SUI scope.
- c. Supervise all SUI efforts to ensure proper locations are potholed and located.
- d. Coordinate sending survey crew back onsite to pick up exact locations and elevations of potholed utilities.
- e. Process survey pothole pickup data.
- f. Review providers SUI submittal information.
- g. Coordinate incorporation of necessary SUI information into project plans and specifications.

8. SUBSURFACE UTILITY INVESTIGATION (SUI) (Sub-Consultant Provider)

The **ENGINEER** shall cause to be made a subsurface utility investigation, including potholing and location services, to identify the project's known conflict points and missing utility location information needed to complete the project.

9. UC scope exclusions:

- a. Reimbursable utility relocations, including Reimbursable Utility Agreements (URAs)
- b. Utility Relocation Inspection

10. TRAIL DESIGN

- a. Trail design will services will be for completion of the southern end of the overall project including approximately 1,000 LFT of multi-use trail alignment and a mid-block crossing of Old US 27.
- b. The **ENGINEER** shall provide the design, the layout, and configuration of the trail, including connections to existing trails, previously designed trail segments, and street crossings.
- c. The **ENGINEER** shall provide details for traffic and safety signage, including rectangular rapid flash beacons (RRFB).
- d. The **ENGINEER** shall review the needs for retaining walls at designated locations.
- e. The **ENGINEER** shall provide details and/or specifications for the stabilization of base material as needed.
- f. The **ENGINEER** shall prepare all designs, construction plans, specifications, and related bid documents for the trail, based on it being partially funded by the Indiana Department of Natural Resources (IDNR), and in compliance with the **OWNER's** guidelines, specifications, and standards, and those of IDNR.

11. PLANS & CONSTRUCTION DOCUMENTS

The **ENGINEER** shall develop the design and construction documents for the approximate 880 lft of new trail alignment in accordance with the following outline:

- a. Summarize project scope documents and schedule Project Kick-off Meeting with **OWNER**
- b. Preliminary Plans (Scope Confirmation and Grade Review) (30%)
 - i. Conduct initial site visit with survey data in hand.
 - ii. Develop preliminary layout of trail on plan and profile sheets.
 - iii. Develop typical cross sections.
 - iv. Prepare 30% Review Plans and schedule on-site Field Check with the **OWNER**, utilities, and **OWNER**-identified stakeholders.
- c. Final Check Plans (90%)
 - i. Develop details of trail and pedestrian crossing elements.
 - ii. Establish horizontal and vertical alignments of trail.
 - iii. Develop cross sections.
 - iv. Initiate permitting process.
 - v. Initiate right-of-way engineering and acquisition services.
 - vi. Develop structure details and tables.
 - vii. Develop special provisions based on INDOT specifications.
 - viii. Develop construction cost estimates.
 - ix. Prepare 90% Review Plans
- d. Final Tracing Plans (100%)
 - i. Finalize design, details, and plans.
 - ii. Finalize right-of-way acquisition services.
 - iii. Obtain permits.
 - iv. Finalize special provisions.
 - v. Determine final construction quantities and cost estimates.
 - vi. Incorporate **OWNER** standard contract documents.
 - vii. Submit Tracings to **OWNER** for final review prior to advertising for bids.

12. CSGP SUBMITTAL

The **ENGINEER** shall provide design of erosion control measures for the proposed improvements along the approximate 880 lft of new trail alignment and submit and obtain an IDEM Construction Stormwater General Permit (CSGP) for erosion and sediment control. The submittal and permit will cover the entire project length.

13. BIDDING ASSISTANCE

- a. The **ENGINEER** shall prepare advertising and distribute plans, facilitate the pre-bid meeting, review the bids and provide contractor recommendation for the project.
- b. The **ENGINEER** shall prepare addenda and answer contractor questions as needed for the project.

14. CONSTRUCTION PHASE SERVICES

The **ENGINEER** shall furnish Construction Observation and Administration services as described below:

- a. Participate in the pre-construction meeting for the project.
- b. Review and distribute shop drawings.

- c. Provide coordination and technical assistance to resolve design related field problems.
- d. Use of CAD Files: the design CAD Files are anticipated to be requested by the Contractor during the construction phase of the project. If requested, CAD files will be provided to the Contractor and/or **OWNER** only as a matter of convenience and for the sole and exclusive purpose of the Contractor modeling the project for construction. The **ENGINEER** or **ENGINEER's** subconsultant who created or generated the information shall not be held responsible for subsequent uses of the data by the **OWNER** or Contractor, its agents, employees and/or subcontractors. Any such use by the Contractor, its employees, agents or subcontractors shall be at the Contractor's sole risk and full legal responsibility. By the Contractor's use of the CAD Files, the Contractor is not relieved of any duty, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate Contractor's work with that of others.

15. RIGHT-OF-WAY ENGINEERING

The **ENGINEER** shall provide Right-of-Way Engineering for up to 21 parcels as follows:

- a. Provide documented 20-year title search.
- b. Prepare legal descriptions and land plats.
- c. Prepare right-of-way plans.
- d. Provide parcel staking.

16. CONSTRUCTION INSPECTION

- a. The **ENGINEER** shall designate and provide a Resident Project Representative (RPR) on site while the Contractor is working for the project duration on a part-time basis.
- b. RPR is **ENGINEER's** agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **ENGINEER** and Contractor keeping **OWNER** advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.
- c. RPR will attend and coordinate meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- d. RPR shall conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the Work is in general proceeding in accordance with the Contract Documents.
- e. RPR shall report to **ENGINEER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- f. RPR shall maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders,

additional Drawings issued subsequent to the execution of the Contract, **ENGINEER's** clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

- g. RPR shall write a daily report that summarizes activities on the site and submit to the **ENGINEER**.
- h. RPR shall observe that all items on the final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.
- i. RPR shall not:
 - i. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
 - ii. Exceed limitations of **ENGINEER** 's authority as set forth in the Agreement or the Contract Documents.
 - iii. Undertake any of the responsibilities of Contractor, subcontractor or Contractor's superintendent.
 - iv. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
6. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"
SCHEDULE

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** for review and approval within the approximate time periods shown in the following submission schedule, assuming a Notice to Proceed date of April 29, 2024:

Topographic Survey	June 28, 2024
Preliminary Plans	September 27, 2024
Final Check Plans	February 15, 2025
Final Tracing Plans	April 15, 2025
Final Bid Documents	July 18, 2025
Targeted Right-of-Way Services and Buying	September 14, 2025
Targeted Letting Month	September 2025

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Items No. 2 through 5 below, the total Lump Sum fee Not To Exceed \$343,760.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the work on lump sum basis in accordance with the following schedule:

Fee Schedule Summary

Project Management & Administration	\$ 8,000.00
Topographic Survey and Route Plat	\$ 10,560.00
Right of Way Engineering Oversight and PL determination	\$ 16,700.00
Right of Way Plans	\$ 17,900.00
Right of Way Staking	\$ 8,600.00
Utility Coordination	\$ 19,800.00
Utility Coordination Construction Phase	\$ 8,400.00
SUE Coordination & Survey	\$ 6,600.00
Trail Design,	\$ 65,400.00
IDEM CSGP for Erosion and Sediment Control	\$ 5,000.00
Contract Documents	\$ 6,000.00
Bidding Assistance	\$ 6,600.00
Construction Phase Services	\$ 5,000.00

3. The **ENGINEER** will be paid for the Right-of-Way Engineering for up to 21 parcels performed under this Contract in accordance with the following schedule:

Title Work (40 tax parcels @ \$500 per parcel)	\$ 20,000.00
Legal Description, Land Plat (21 parcels @ \$2800 per parcel)	\$ 58,800.00

4. The **ENGINEER** will be paid for the following work on a time and expenses basis in accordance with the following schedule of NTE fees:

Fee Schedule Summary:

Utility Relocation Staking	\$ 4,400.00 NTE
Construction Inspection (RPR) (20 wks, 20 hrs/wk)	\$ 56,000.00 NTE

5. The **ENGINEER** will be paid for the following work under Additional Services on a time and expenses basis in accordance with the following schedule of NTE fees:

Fee Schedule Summary:

SUI (sub-consultant) (if required)	\$ 20,000.00
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B. Additional Services

Additional Services would be services required in connection with additional designs, permits, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER** that are not included in the Scope of Work, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in Appendix D-1. The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2024 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 305.00
E-IV	Engineer IV	\$ 230.00
E-III	Engineer III	\$ 200.00
E-II	Engineer II	\$ 160.00
E-I	Engineer I	\$ 120.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 250.00
FP-IV	Field Personnel IV	\$ 210.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 130.00
FP-I	Field Personnel I	\$ 105.00
EA-III	Engineer's Assistant III	\$ 200.00
EA-II	Engineer's Assistant II	\$ 170.00
EA-I	Engineer's Assistant I	\$ 120.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 150.00
C-I	Clerical I	\$ 95.00
P-III	Planner/Environmental Specialist III	\$ 160.00
P-II	Planner/Environmental Specialist II	\$ 125.00
P-I	Planner/Environmental Specialist I	\$ 115.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2024 and may be adjusted annually (beginning January 2025) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

There are no Miscellaneous Provisions.



**COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 24 PAY 20 25

FORM CF-1 / Real Property

INSTRUCTIONS:

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

PRIVACY NOTICE

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

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer IMP Realty LLC Leased to Patrick Industries, Inc.		County Steuben
Address of Taxpayer (number and street, city, state, and ZIP code) PO Box 638 Elkhart, IN 46515		DLGF Taxing District Number 76 - 012
Name of Contact Person Laura Zagal	Telephone Number (574) 294-7511 ext. 7806	Email Address zagall@patrickind.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Steuben County Economic Dev Cop/Common Council City of Angola	Resolution Number 2015-666	Estimated Start Date (month, day, year) 05/01/2015
Location of Property 409 Growth Pkwy & 101 Industrial Dr. Angola, IN 46703		Actual Start Date (month, day, year) 05/01/2015
Description of Real Property Improvements Roof Repairs at 409 Growth Pkwy & 101 Industrial Dr. Angola, IN		Estimated Completion Date (month, day, year) 11/01/2016
		Actual Completion Date (month, day, year) 10/01/2016
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	198	237
Salaries	6,500,000	7,237,989
Number of Employees Retained	198	198
Salaries	6,500,000	6,500,000
Number of Additional Employees	10	39
Salaries	218,400	737,990
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 130,00	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 130,00	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 134,794	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 137,794	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title Authorized Agent	Date Signed (month, day, year) 4/25/2024

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:			
<input checked="" type="checkbox"/>	The Property Owner IS in Substantial Compliance		
<input type="checkbox"/>	The Property Owner IS NOT in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year) May 6, 2024
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	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)

<input type="checkbox"/>	Approved		<input type="checkbox"/>	Denied (see Instruction 4 above)	
Reasons for the Determination (attach additional sheets if necessary)					
Signature of Authorized Member				Date Signed (month, day, year) May 6, 2024	
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.					