

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

Monday, June 17, 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 June 3 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No 1755-2024. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, STOP INTERSECTIONS (third reading) (attachment)
2. Ordinance No. 1756-2024. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.150 SPEED LIMITS (third reading) (attachment)
3. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1757-2024. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE. (\$17.75) (first reading) (attachment)
2. Ordinance No. 1758-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (Trine Woodhulls Addition) (first reading) (attachment)
3. Resolution No. 2024-870. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA. (Angola Wire) (attachment)

4. Resolution No. 2024-871. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT, THE INSTALLATION OF NEW RESEARCH AND DEVELOPMENT EQUIPMENT, THE INSTALLATION OF NEW LOGISTICAL DISTRIBUTION EQUIPMENT, AND THE INSTALLATION OF NEW INFORMATION TECHNOLOGY EQUIPMENT, AND THE REDEVELOPMENT OR REHABILITATION OF REAL ESTATE IMPROVEMENTS, ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA. (Vestil) (attachment)
5. Request approval of the Agreement Between The Indiana Department of Transportation and The City of Angola Concerning Installation of Sewer Infrastructure. (Pigeon Creek Welcome Center) (attachment)
6. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending May 2024 is presented for Council information. (attachment)
7. Reports:
 - Clerk-Treasurer
 - Department heads
8. Request approval of the Allowance of Accounts Payable Vouchers 69076 through 69354 totaling \$1,058,776.16 which includes interfund transfers of \$70,163.57. (separate attachment)
9. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, July 1, 2024.

ADJOURNMENT

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

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

June 3, 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 Randy Coffey, Jennifer L. Sharkey, David W. Roe, and Jerold D. McDermid answered roll. Council Member David A. Olson was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Fire Chief Doug Call, and Police Patrol Office Jonathan Burris.

Also present were Flynn Catey, Emily Watkins, and Amy Oberlin of the Herald-Republican.

APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the May 20, 2024 minutes. Council Member Roe seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

Public hearing regarding the proposed vacation of a public way (alley) between South Kinney Street and Woodard Avenue was open by Mayor Martin at 7:00 p.m. There being no public comment the hearing was closed at 7:01 p.m. Ordinance No. 1754-2024, AN ORDINANCE VACATING A PUBLIC WAY (ALLEY) BETWEEN SOUTH KINNEY STREET AND WOODARD AVENUE, was read by title and presented to Council on second reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion carried 4-0. Ordinance No. 1754-2024, AN ORDINANCE VACATING A PUBLIC WAY (ALLEY) BETWEEN SOUTH KINNEY STREET AND WOODARD AVENUE, was then 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 on third and final reading carried 4-0.

Ordinance No 1755-2024, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, STOP INTERSECTIONS, was read by title and presented to Council on second reading. Council Member Roe moved to approve. Council Member Coffey seconded the motion. Upon rollcall vote the motion carried 3-2 with Council Members Sharkey and McDermid dissenting and Mayor Martin breaking the tie with an affirmative vote.

Ordinance No. 1756-2024, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.150 SPEED LIMITS, was read by title and presented to

Council on second reading. Council Member Sharkey moved to approve. Council Member Coffey seconded the motion. The motion carried 4-0.

NEW BUSINESS

Discussion was held regarding the residential share of the unit cost for curbside municipal waste services under agreement with Republic Services effective July 1. Council Member Coffey moved that an ordinance be presented setting the rate at 17.75. Council Member Sharkey seconded the motion. The motion carried 4-0.

Noted for Council information was the Mayoral appointment of Retha L. Hicks to Economic Development and Planning Director effective June 9, 2024.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 68891 through 69075 totaling \$478,500.43. Member Sharkey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:09 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1755-2024

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,
TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC,
STOP INTERSECTIONS**

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 10.15.110 Stop intersections is amended to read:

In accordance with AMC 10.15.020 and when signs are erected giving notice thereof, the following intersections shall be stop intersections:

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Apollo Drive	Maple Street
Apple Hill Way	Pine Run Drive
Apple Hill Way	Westview Drive
Bluffview Drive	Beery Drive
Bluffview Drive	Heather Ridge
Bluffview Drive	Highland Drive
Broad Street	Cross Street
Broad Street	Darling Street
Broad Street	Elizabeth Street
Broad Street	Fieldcrest Drive
Broad Street	Jackson Street
Broad Street	Joe Wheeler Street
Broad Street	John Street
Broad Street	Martha Street
Broad Street	Washington Street
Broad Street	West Street
Broadmore Circle	Sunstar Circle
Buell Drive	Regency Drive
Butler Street	Fox Street
Butler Street	Thomas Drive
Calvary Lane	Beckland Drive
Calvary Lane	Easton Drive

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Calvary Lane	Hammel Drive
Calvary Lane	Hickory Lane
Calvary Lane	Shire Drive
Carlin Drive	Cross Street
Chaudoin Drive	Chaudoin Drive
Clyde Avenue	Belfast Drive
Clyde Avenue	Carlin Drive
Clyde Avenue	Carlin Place
Crestview Drive	Inglenook Place
Darling Street	Ettinger Street
Darling Street	Fox Street
Darling Street	Gale Street
Darling Street	Prospect Street
Darling Street	South Street
Easton Drive	Edgewood Lane
Easton Drive	Knauer Court
Elizabeth Street	Gilmore Street
Elizabeth Street	Green Street
Elizabeth Street	South Street
Euclid Avenue	Prospect Street
Euclid Avenue	Wall Street
Euclid Avenue	Water Street
Felicity Street	Crestview Drive
Felicity Street	Elizabeth Street
Felicity Street	Martha Street
Felicity Street	Springhill Drive
Felicity Street	Superior Street
Felicity Street	Washington Street
Felicity Street	West Street
Fox Lake Road	Butler Place

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Fox Lake Road	Butler Street
Fox Lake Road	Superior Street
Fox Lake Road	West Street
Gale Street	Elizabeth Street
Gerald Lett Avenue	Westwood Drive
Gilmore Street	Cross Street
Gilmore Street	John Street
Gilmore Street	Martha Street
Glen Beatty Avenue	Shadow Lake Drive
Hammel Drive	Henney Street
Hammel Drive	Knauer Court
Harcourt Road	Cameron Woods
Harcourt Road	Lindenwood Circle
Harcourt Road	Wohlert Street
Harry Kelly Boulevard	Pristine Avenue
Henney Street	Hammel Drive
Henry Street	Martha Street
Henry Street	Stevens Street
Heritage Lane	Bluffview Drive
Hoosier Drive	Wohlert Street
Jackson Street	Gilmore Street
John Street	Donald R. Sell Lane
John Street	South Street
John McBride Avenue	Angola High School Drive (N)
John McBride Avenue	Angola High School Drive (S)
John McBride Avenue	Ryan Park Elementary Drive (N)

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
John McBride Avenue	Ryan Park Elementary Drive (S)
Kankamp Road	Shadow Lake Drive
Kinney Street	Moss Street
Kinney Street	Saginaw Street
Martha Street	Gilbert Street
Martha Street	Morse Street
Martha Street	Pleasant Street
Martha Street	Wall Street
McKinley Street	Broad Street
McKinley Street	Manahan Drive
Mechanic Street	Meadowview Drive
Mechanic Street	Mohawk Drive
Mechanic Street	Northwood Drive
Mechanic Street	Pine Run Drive
Mechanic Street	Shawnee Drive
Mechanic Street	Stevens Street
Mill Street	Elizabeth Street
Mill Street	Manahan Drive
Mill Street	Maple Street
Mill Street	Martha Street
Mill Street	Powers Street
Mill Street	Superior Street
Mill Street	Washington Street
Mill Street	West Street
Mill Street	Wohlert Street
Moss Street	Woodard Street
Nolan Meadows Run	Bailey Court
Nolan Meadows Run	Eli Run Court
Nolan Meadows Run	Sully Court

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Northcrest Drive	Broadmore Street
Northcrest Drive	Coronet Street
Northcrest Drive	Deforest Avenue
Northcrest Drive	Regency Drive
Oakcrest Drive	Northwood Drive
Park Avenue	Elizabeth Street
Pine Run Drive	Sarah Drive
Pine Run Drive	Todd Street (N)
Pine Run Drive	Todd Street (S)
Pleasant Street	College Street
Pleasant Street	Elizabeth Street
Pokagon Trail	Growth Parkway
Prospect Street	College Street
Prospect Street	Elizabeth Street
Randolph Street	Cross Street
Randolph Street	John Street
Randolph Street	Victoria Street
Redding Lane	Inglenook Place
Redding Road	Berry Drive
Redding Road	Fairhaven Court
Redding Road	Heather Ridge Drive
Redding Road	Heritage Lane
Redding Road	Highland Drive
Redding Road	Redding Lane
Shoup Street	Enterprise Drive
South Street	Euclid Avenue
South Street	Martha Street
Stocker Street	Martha Street
Stocker Street	Washington Street
Stoney Ridge Drive	Crestview Drive

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Stoney Ridge Drive	Redding Lane
Summit Street	Moss Street
Summit Street	Saginaw Street
Superior Street	Gale Street
Superior Street	Gilmore Street
Superior Street	Green Street
Superior Street	Prospect Street
Superior Street	Pleasant Street
Superior Street	South Street
Thomas Drive (S)	Steven Lee Drive
Thunder Drive	College Street
Thunder Drive	Oakwood Street
Thunder Drive	Summit Street
Thunder Drive	Thunder Drive at railroad crossing
University Boulevard	Gale Street
Victoria Street	Broad Street
Victoria Street	Gilmore Street
Washington Street	Gale Street
Washington Street	Gilbert Street
Washington Street	Pleasant Street
Washington Street	Randolph Street
Washington Street	Wall Street
Washington Street	Water Street
Water Street	Martha Street
Wayne Street	Chaudoin Drive
Wayne Street	Felicity Street
Wayne Street	Gilbert Street
Wayne Street	Fox Lake Road
Wayne Street	Gale Street

ORDINANCE NO. 1755-2024

<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Wayne Street	Glen Beatty Avenue
Wayne Street	Kankamp Road
Wayne Street	Lange Lane
Wayne Street	Park Avenue
Wayne Street	Pleasant Street
Wayne Street	Prospect Street
Wayne Street	South Street
Wayne Street	Water Street
Wendell Jacob Avenue	Kellygreen Drive
Wendell Jacob Avenue	Meijer Plaza (E)
Wendell Jacob Avenue	Meijer Plaza (W)
Wendell Jacob Avenue	Menards (3200 North Wayne Street) south drive
Wendell Jacob Avenue	Shelter Lane
Wendell Jacob Avenue	Woodhull Drive
West Street	Gale Street
West Street	Gilmore Street
West Street	Green Street
West Street	Pleasant Street
West Street	Prospect Street
Williams Street	Broad Street
Williams Street	Calvary Lane
Williams Street	Carlin Drive
Williams Street	Gilmore Street
Williams Street	Harry Kelly Boulevard

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<i>Through Street</i>	<i>Intersecting or Stop Street</i>
Williams Street	Henney Street
Williams Street	Henry Street
Williams Street	Mechanic Street
Williams Street	Mill Street
Williams Street	Oak Street
Williams Street	Sarah Drive
Williams Street	Randolph Street
Wohlert Street	Industrial Drive
Wohlert Street	Lindenwood Circle
Wohlert Street	Stocker Street
Wohlert Street	Weatherhead Street
Woodhull Drive	Pokagon Trail

Section 2. Section 10.15.130 Four-way stop intersections is amended to read:

The intersections designated in this schedule are four-way stop intersections and all vehicles shall stop before entering such intersections:

<i>Street</i>	<i>Intersecting or Stop Street</i>
Broad Street	Powers Street
Broad Street	Superior Street
Clyde Avenue	Dublin Lane
Clyde Avenue	Randolph Street
Darling Street	Pleasant Street
Darling Street	Park Avenue
Gilmore Street	Washington Street
Gilmore Street	Elizabeth Street
Martha Street	Gale Street
Martha Street	Prospect Street
Mill Street	McKinley Street
Randolph Steet	Cross Street
South Street	Washington Street

ORDINANCE NO. 1755-2024

<i>Street</i>	<i>Intersecting or Stop Street</i>
Superior Street	Park Avenue
Superior Street	Pleasant Street
Washington Street	Prospect Street
West Street	Park Avenue
West Street	South Street

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

David B. Martin, Mayor

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

ORDINANCE NO. 1756-2024

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE
TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC,
SECTION 10.15.150 SPEED LIMITS**

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

Section 1. Section 10.15.150 Speed limits is amended to read as follows:

The speed limits on the following streets shall be as indicated:

<i>Street</i>	<i>Speed Limit (mph)</i>
Chaudoin Drive	20
East US Highway 20 between the posted school zone signs, a distance of 867 feet, when the amber “school zone” lights are activated	25
Growth Parkway	35
Moss Street	25
North Powers Street between West Broad Street and West Mill Street	25
Pokagon Trail	35
Regency Drive from Northcrest Drive to East Harcourt Road	25
Shoup Street from West Maumee Street (US Highway 20) south 0.51 miles to the city limits	35
South Darling Street between West Maumee Street and Thunder Drive	25
South Kinney Street	25
South Wayne Street between Water Street and West Pleasant Street, a distance of 681 feet, when the amber “school zone” lights are activated	25
South Wayne Street northbound and southbound from Pleasant Street to the south city limits	35
South Wayne Street school zone for a distance of 345 feet north and south of the center of Felicity Street, a	25

ORDINANCE NO. 1756-2024

<i>Street</i>	<i>Speed Limit (mph)</i>
total distance of 690 feet. When the amber light is posted, the speed limit shall be as designated.	
Summit Street between Park Avenue Thunder Drive and West Maumee Street	25
Thunder Drive	25
Wendell Jacob Avenue between 0.504 miles west of Wayne Street and 0.607 miles east of Wayne Street	30
Williams Street between Harcourt Road (State Road 827) and Mechanic Street	35
Williams Street between Mechanic Street and East Stocker Street/Sarah Drive, a distance of 921 feet, when the amber “school zone” lights are activated	25
Woodard Avenue	25
Wohlert Street	35
Woodhull Drive	35

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

David B. Martin, Mayor

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1756-2024

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

David B. Martin, Mayor

ORDINANCE NO. 1757-2024

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE
CHAPTER 8.05 SOLID WASTE**

WHEREAS, the City of Angola provides by contract curbside solid waste collection services to residential users;

WHEREAS, said contract cost per unit for residential users is \$17.70;

WHEREAS, the City provides administrative services for the billing and collection of said cost per unit;

THEREFORE, BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that:

Section 1. Section 8.05.070 Charges and billing – Refusal to pay is amended to read as follows:

(A) Charge Establishment and Collection Power. The city is authorized and empowered to determine and fix a fair and reasonable charge to be made against every owner, occupant or lessee of property, and to establish a method of assessment and collection of these charges.

(B) Charge – Billing. Each owner, tenant or occupant of such residence shall pay to the city \$17.75 per month for such collection service, and such charge shall be added to and paid along with each utility bill. If there is no meter at any residence, the solid waste charge shall be billed to the owner, tenant, or occupant.

(C) Refusal to Pay Charges. In the event that the tenant, owner, or occupant refuses or neglects to pay the monthly charges for solid waste collection, the charges shall become an obligation of the property owner and may be filed as a lien against the property by the Clerk-Treasurer.

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

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1757-2024

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 July 2024.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

**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 several parcels of land to UV: University District. The properties wholly include parcels: 760627410309000012, 760627410301000012, 760627410302000012, 760627410303000012, 760627410304000012, 760627410307000012, and 760627410308000012 and located in the Woodhulls Addition.

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 June 10, 2024, held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on June 10, 2024, heard input from the public and unanimously forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:
The seven (7) parcels located within the Woodhulls Addition. The legal description is attached hereto as Exhibit A.

The aforementioned tracts of land shall officially be changed to the University (UV) District.

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

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

ORDINANCE NO. 1758-2024

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

Tract 1 - Legal Description

A part of the Southeast Quarter of Section 27, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, further being a 33 foot wide alley lying South of and adjacent to Lots 46 through 49 in the plat of Woodhull's Addition to the City of Angola, Indiana, Plat Book 1, Page 10, Steuben County Recorder's Office, described as follows:

Beginning at the Southeast corner of Lot 46 in the plat of Woodhull's Addition; thence South 00°55'30" East (bearings based on the Indiana State Plane Coordinate System NAD83, Indiana East Zone-Ground) along the West line of South Kinney Street a distance of 33 feet; thence departing said West line South 89°07'46" West on the North line of vacated Lot 54 through Lot 57 as described in Document #12030470 of the records of the Steuben County Recorder a distance of 264.92 feet to a point on the East line of Woodard Street; thence departing said North line North 01°03'42" West on the East line of Woodard Street a distance of 33.00 feet to the Southwest corner of Lot 49 in said plat of Woodhull's Addition; thence departing said East line of Woodard Street North 89°07'46" East on the South lines of Lot 49, Lot 48, Lot 47 and Lot 46 a distance of 265.00 feet back to the Point of Beginning of this description, containing 0.201 acres, more or less, subject to all legal highways, rights of way and easements of record.

Tract 2 - Legal Description

A part of the Southeast Quarter of Section 27, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, further being Lots 46 through 49 in the plat of Woodhull's Addition to the City of Angola, Indiana, Plat Book 1, Page 10, Steuben County Recorder's Office, described as follows:

Beginning at the Northeast corner of Lot 46 in the plat of Woodhull's Addition; thence South 00°55'30" East (bearings based on the Indiana State Plane Coordinate System NAD83, Indiana East Zone-Ground) along the West line of South Kinney Street a distance of 131.83 feet to the Southeast corner of said Lot 46; thence departing said West line of South Kinney Street South 89°07'46" West on the South lines of Lot 46 through Lot 49 a distance of 265.00 feet to a point on the East line of Woodard Street, said point also being the Southwest corner of Lot 49; thence departing said South lines North 01°03'42" West on said East line of Woodard Street a distance of 131.55 feet to the Northwest corner of Lot 49; thence departing said East line of Woodard Street North 89°04'09" East on the South line of Saginaw Street also being the North lines of Lot 49 through Lot 46 a distance of 265.32 feet back to the Point of Beginning of this description, containing 0.801 acres, more or less, subject to all legal highways, rights of way and easements of record.

Tract 3 - Legal Description

A part of the Southeast Quarter of Section 27, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, further being Lot 52 and Lot 53 in Woodhull's Addition to the City of Angola, Plat Book 1, Page 10, Steuben County Recorder's Office, combined and described as follows:

Beginning at the Northwest corner of Lot 53; thence North $89^{\circ}17'26''$ East (bearings based on the Indiana State Plane Coordinate System NAD83, Indiana East Zone) on the North line of Lot 53 and the North line of Lot 52 a distance of 132.00 feet to the Northeast corner of Lot 52; thence departing said North line South $00^{\circ}58'26''$ East on the East line of Lot 52 a distance of 132.00 feet to the Southeast corner thereof; thence departing said East line South $89^{\circ}17'25''$ West on the South line of Lot 52 and the South line of Lot 53 a distance of 132.00 feet to the Southwest corner of Lot 53; thence departing said South line North $00^{\circ}58'26''$ West on the West line Lot 53 a distance of 132.00 feet back to the Point of Beginning of this description, containing 0.400 acres, more or less, subject to all legal highways, rights of way and easements of record.

Exhibit B





City of Angola Plan Commission Certificate and Recommendation

On June 10, 2024, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by Trine University, Gretchen Miller (property owner) for three tracts of land within the Woodhulls Addition:

Tract 1 – Alley

- Parcel ID 760627410309000012

Tract 2 – Lots 46-49

- Parcel ID 760627410301000012
- Parcel ID 760627410302000012
- Parcel ID 760627410303000012
- Parcel ID 760627410304000012

Tract 3 – Lot 52 and 53

- Parcel ID 760627410307000012
- Parcel ID 760627410308000012

The Plan Commission heard the Staff Report and offered public input from anyone who wished to speak. The rezoning request includes changing the zoning of these parcels to UV (University District).

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

Certified by:

Brett Steele, *Planner*
Economic Development and Planning Department

Project Name: 2024-PC-06001
Application Type: Rezone
Applicant/Owner: Trine University, Gretchen Miller
Location: Woodhull Subdivision: Vacated Alley; Lots 46, 47, 48, 49, 52 and 53
Current Zoning & Overlay Districts: TR: Traditional Residential District
Proposed Zoning: UV: University District
Current Use: Vacant
Proposed Use: (DD) Parking Lot, Independent
Hearing Date: June 10, 2024
Required Notice: Legal Notice of the Public Hearing appeared in The Herald Republican on May 31, 2024. Nineteen (19) property owners within 300-feet of the project were sent notice by Certificate of Mailing on May 29, 2024.
Applicable Code Provisions: Title 18: Unified Development Ordinance
Indiana Code: Zoning Ordinance 36-7-4-600 Series
Floodplain Status: Not within a floodplain

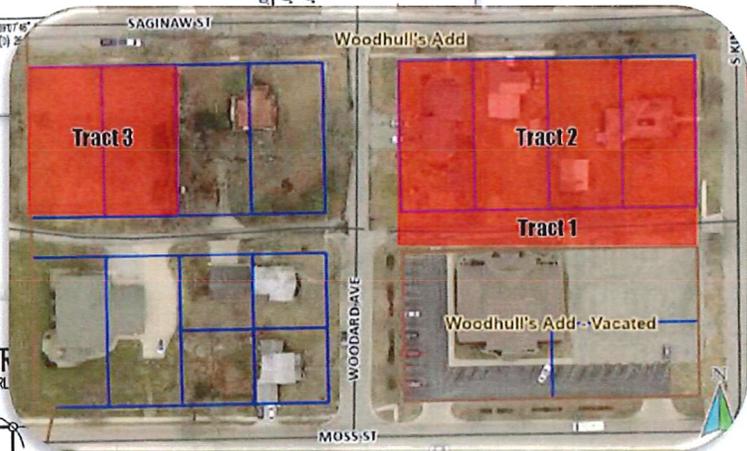
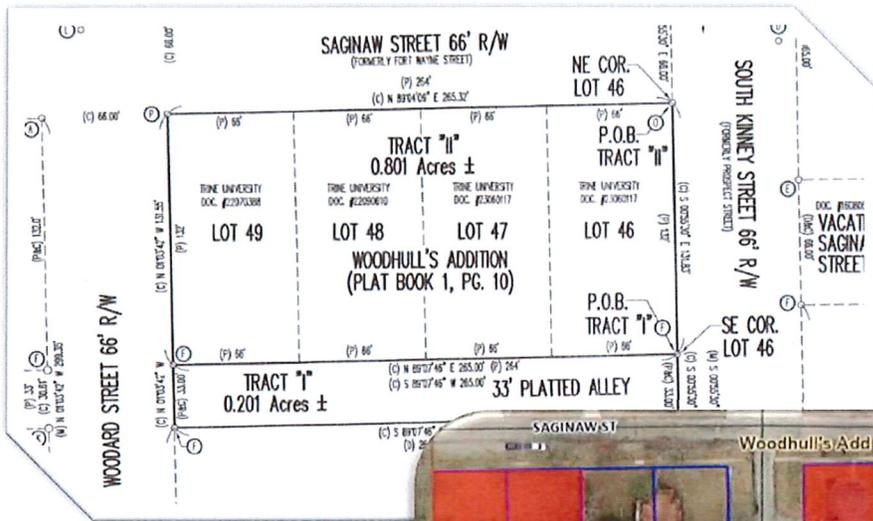
Summary

For many years, Trine University has been steadily acquiring properties in the Woodhull Subdivision, which was originally platted for traditional residential housing back in April 1870, to expand their growth north of Thunder Drive. This targeted approach has allowed the university to expand its physical footprint and cater to the needs of its growing student body. Prior developments constructed in this portion of campus would include the University Center, Trine Ice Hockey Arena, Ryan Tennis Center and student housing. In December 2015, Trine University acquired lots 52 and 53. Near the end of 2022 and beginning of 2023, they acquired lots 46-49. Structures on these lots were promptly razed in anticipation of future campus expansion.

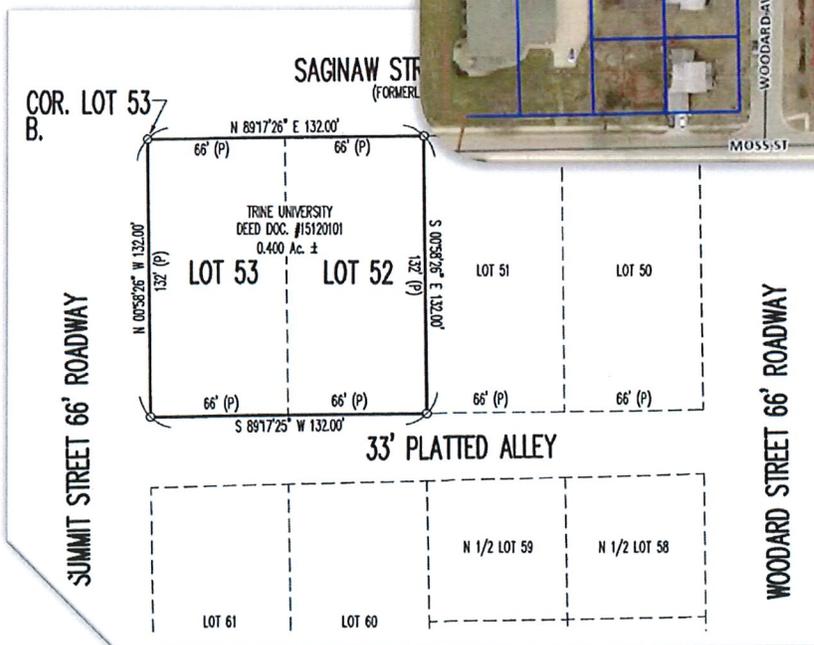


Today, Trine University is requesting to rezone several lots from Traditional Residential to University zoning District. The public alley south of lots 46-49 was approved for vacation by the Common Council at their June 3rd meeting and will be included in the rezoning request. The proposal for the plat vacation and future development of parking lots for these lots will be presented at the next plan commission meeting on July 8th.

Tract 1 – Vacated Alley and Tract 2 – Lots 46-49



Tract 3 – Lots 52 & 53





Site Photos



SE corner of Lots 46-49 – Looking NW



NW corner of Lots 46-49 – Looking NE



NE corner of lots 52 and 53 – Looking South

Applicable Zoning Code Provisions

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

- (A) Administration building.
- (B) Bank machine or ATM walk-up.
- (C) Barber or beauty shop.
- (D) Billiard or arcade room.

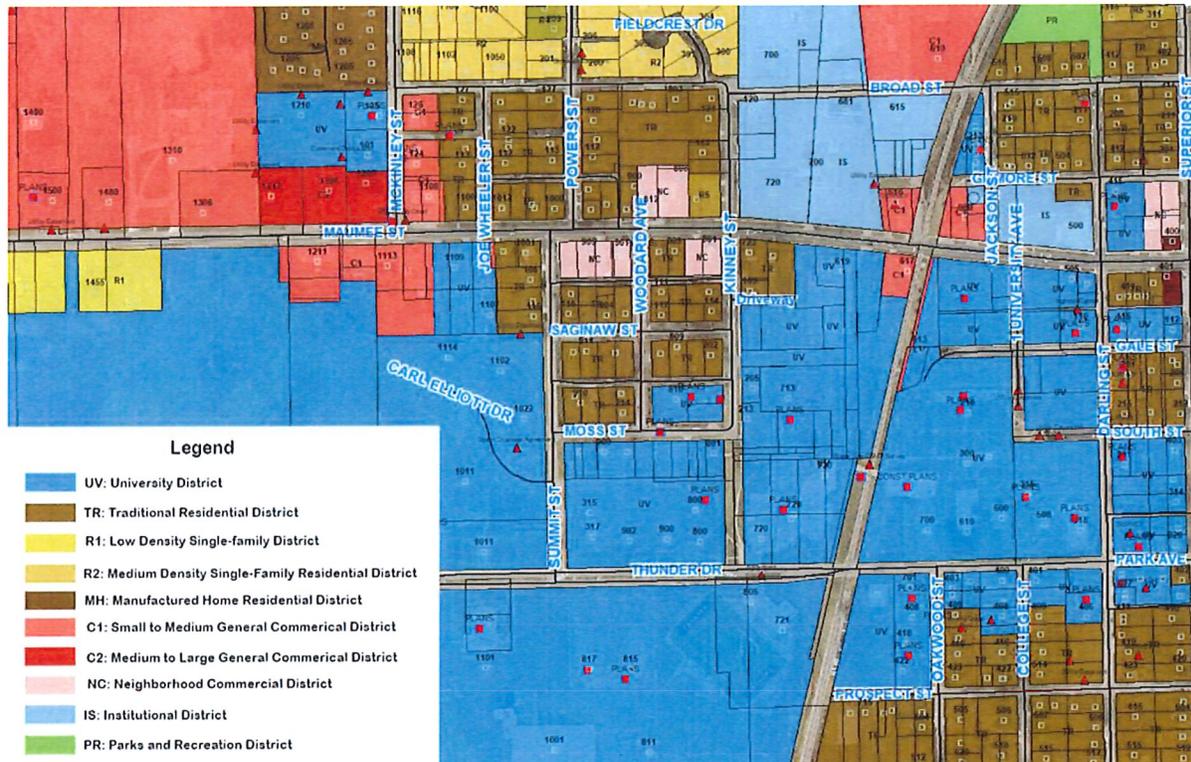
(E) Bowling alley.
(F) Bus station.
(G) Classroom or research building.
(H) Coffee shop.
(I) Coin laundry.
(J) Commercial training facility or school.
(K) Delicatessen.
(L) Dining hall.
(M) Driving range.
(N) Dwelling, multiple-family (five to eight units).
(O) Dwelling, multiple-family (nine plus units).
(P) Event center.
(Q) Farmers' market.
(R) Fitness center or health club.
(S) Fraternity or sorority house.
(T) Golf course.
(U) Hotel or motel.
(V) Library.
(W) Miniature golf.
(X) Museum.
(Y) Observatory.

(Z) Office, general.
(AA) Office, medical.
(BB) Park, private.
(CC) Park, public.
(DD) Parking lot, independent.
(EE) Parking structure.
(FF) Performing arts center.
(GG) Places of worship.
(HH) Police, fire or rescue station.
(II) Post office.
(JJ) Residence hall.
(KK) Restaurant.
(LL) Retail sales, low intensity.
(MM) Sports complex.
(NN) Stadium.
(OO) Student, alumni, or visitors center.
(PP) Swimming pool, public.
(QQ) Technology park.
(RR) University or college.
(SS) Wind turbine system, small

Contextual Zoning & Land Use

The property is zoned TR; Traditional Residential District. Surrounding land uses include:

- North – Traditional Residential and Elmhurst Professional Plaza
- East – Trine University and further Traditional Residential
- South – Trine University
- West – Trine University, Small/Medium General Commercial, and residential



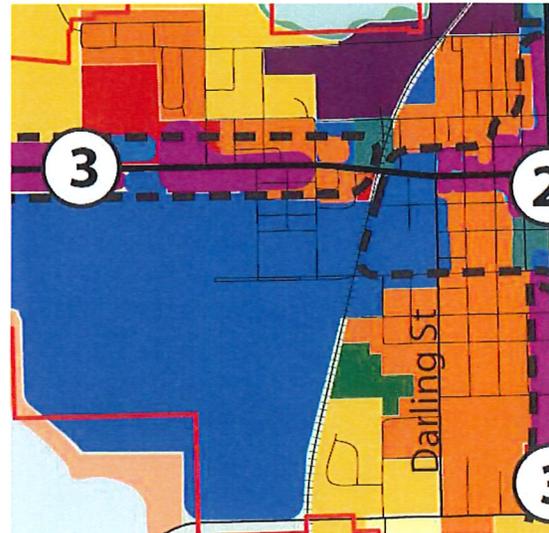
Comprehensive Plan

Objective 1.5: Strongly encourage redevelopment of underutilized, vacant, or abandoned structures and lots.

Objective 1.7: Encourage infill development to direct commercial and residential growth inside the corporate limits when under-utilized sites are redeveloped.

Objective 2.4: Continue to support the initiatives of Trine University as a valued and critical community partner.

The Future Land Use maps shows this area as a Mixed-Use with High Density Residential to the north-west of the property.



Public Input

There has been no public input as a result of the public notices being sent.

Staff Conclusion & Recommendations

In conclusion, Staff is supportive of the request. The zoning map amendment presents an opportunity to support the university's growth while ensuring responsible development. Additionally, the proposed development includes much-needed parking for students and visitors.

Trine University Rezone: Woodhull Subdivision: Vacated Alley; Lots 46, 47, 48, 49, 52 and 53

Findings of Fact are not required for rezoning petitions. Indiana Code 36-7-4-602; 603; and 608 require the Plan Commission to *“pay reasonable regard to”*

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

Motion to:

- Forward a favorable recommendation
 Forward an unfavorable recommendation
 Forward no recommendation
 Table to _____ (date)

Vote of Members:

	Yes	No	Abstain	Absent
Jennifer Sharkey	X			
Veryl Carpenter	X			
Jack Vrana	X			
Amanda Cope	X			
Joshua Fletcher	X			
Christina King	2			
Brant Moore	X			
Jeffrey Peters	1			
Nick Sutton	X			
Susan Ralston	X			
Stephen White	X			

RESOLUTION NO. 2024-870

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA,
STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM
ASSESSED VALUATION FOR THE INSTALLATION OF NEW
MANUFACTURING EQUIPMENT ALL LOCATED WITHIN AN ECONOMIC
REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA**

(Angola Wire Products, Inc. (HFB LLC is Property Taxpayer)
803 and 1300 Wohlert St., Angola, IN 46703)

WHEREAS, the Common Council (the “Council”) of the City of Angola, Indiana (the “City”), has hereto before found pursuant to I.C. §6-1.1-12.1 et seq (the “Act”), and Resolution No. 2002-351, as confirmed by Resolution No. 2002-352 (collectively the “ERA Designation Resolution”), that the real estate described/depicted on Exhibit “A” attached hereto and incorporated herein (the “Real Estate) is, and within, an Economic Revitalization Area (an “ERA”); and

WHEREAS, the ERA Designation Resolution provided for deductions from assessed valuation for the installation of new manufacturing equipment; and

WHEREAS, Angola Wire Products, Inc. (HFB LLC is Property Taxpayer), an Indiana for-profit corporation (the “Applicant”), has paid any required filing fees and, pursuant to the ERA Designation Resolution, has filed with the Council a Statement of Benefits Personal Property/Form SB-1/PP for the installation of new manufacturing equipment for consideration and approval, a copy of which is attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, the Council recognizes the continued need to stimulate growth and maintain a sound economy within its corporation limits; and

WHEREAS, the Applicant has estimated certain benefits to result from their respective investments in new manufacturing equipment within an ERA; and

WHEREAS, the Council desires to promote and support the growth and prosperity of manufacturing entities contained within a designated ERA within the City through prudent and proper use of the economic development tools available; and

WHEREAS, said Statement of Benefits have been reviewed by the Council and duly considered at a duly held public meeting of said Council.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, THAT:

RESOLUTION NO. 2024-870

Section 1. By adoption of this Resolution, the Council does ratify and confirm its ERA Designation Resolution in all respects and the designation therein of the Real Estate as an ERA. The Council makes and confirms those findings necessary for approving the Statement of Benefits, those findings being to-wit:

- a. The said Real Estate is zoned for industrial use and located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and
- b. That the installation of new manufacturing equipment, all as described in the Statement of Benefits would be to the benefit and welfare of all citizens and taxpayers of the City; and
- c. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunity to residents of the City; and
- d. That the estimated increase in employment, increase in annual salaries, and the cost value of the installation of new manufacturing equipment, all as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and
- e. That the estimate of the cost of the new manufacturing equipment is reasonable for equipment of the types set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the installation of the new manufacturing equipment; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed installation of the new manufacturing equipment; and the totality of benefits, is sufficient to justify the deduction.

Section 2. Based on the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant's investment, the Council authorizes that the deduction from assessed valuation for the installation of new manufacturing equipment shall be for a period of five (5) years. This time limitation is established pursuant to the ERA Designation Resolution and Sections 4.5(e) and 17 of the Act.

Section 3. Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii)

RESOLUTION NO. 2024-870

the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant’s investment, the abatement schedule (including the percentage amount of the deduction for each year of the deduction) to be used in calculating the deduction applicable to the installation of new manufacturing equipment on the Real Estate shall be as follows:

Year of Deduction	Percentage
1st	100%
2nd	80%
3rd	60%
4th	40%
5th	20%

This abatement schedule is established pursuant to the ERA Designation Resolution and Sections 4.5(c) and 17 of the Act.

Section 4. The amount of deduction applicable to the installation of new manufacturing equipment on the Real Estate pursuant to this Resolution shall be limited the amounts set forth in the approved Statement of Benefits. This limitation on the amount of the deduction is established pursuant to the ERA Designation Resolution and Section 2(i)(3) of the Act.

Section 5. The Applicant is responsible for timely filing its respective deduction application forms and certified deduction schedules and personal property returns with the Township Assessor of the township in which the new manufacturing equipment is located (or with the County Assessor if there is no Township Assessor for the Township) within the time periods set forth in the Act.

Section 6. The Applicant must provide the Steuben County Auditor, and the City, at the time of filing a deduction, and updated within sixty (60) days after the end of each year in which a deduction is applicable, information showing the extent to which the Applicant has been in compliance with the signed Statement of Benefits in accordance with the Act.

Section 7. No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

Section 8. This Resolution shall be effective upon passage.

RESOLUTION NO. 2024-870

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

David B. Martin, Mayor and Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This resolution 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 June 2024.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

RESOLUTION NO. 2024-870

**EXHIBIT "A"
REAL ESTATE DESCRIPTION**

Parcel ID Number: 760623330205000012
(Angola Wire Products, Inc. (HFB LLC is Property Taxpayer)
803 Wohlert St., Angola, IN 46703
Sec/Twp/Rng 23-37-13
ANGOLA CORP
PT SW1/4 SEC 23 4.903A
Steuben County
Township: PLEASANT TOWNSHIP
State District 012 ANGOLA CITY
City of Angola Zoning District: Moderate Intensity Industrial (I2) District



RESOLUTION NO. 2024-870

Parcel ID Number: 760623240105000012
(Angola Wire Products, Inc. (HFB LLC is Property Taxpayer)
1300 Wohler St., Angola, IN 46703)
Sec/Twp/Rng 23-37-13
ANGOLA CORP
MD PT W1/2 SEC 23 4.83A
Steuben County
Township: PLEASANT TOWNSHIP
State District 012 ANGOLA CITY
City of Angola Zoning District: Moderate Intensity Industrial (I2) District



EXHIBIT "B" APPLICANT'S STATEMENT OF BENEFITS (Form SB-1/PP)



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**
State Form 51764 (R4 / 11-15)
Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer Angola Wire Products, Inc. & A.W Machine & Repair (HFB LLC is Property Taxpayer)			Name of contact person Chris Heroy, CEO Mark F. Mangon, CFO						
Address of taxpayer (number and street, city, state, and ZIP code) 803 & 1300 Wohlert Street, Angola, IN 46703				Telephone number (260) 250-2881					
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT									
Name of designating body Angola City Council			Resolution number (s) 012/50						
Location of property 803 & 1300 Wohlert Street, Angola, IN 46703		County STEBUBEN		DLGF taxing district number 012/50					
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Company is planning \$4M in new Cobots/Laser equipment purchases along with highly automated CNC/Welding equipment				ESTIMATED					
				START DATE		COMPLETION DATE			
				Manufacturing Equipment		07/15/2024		12/31/2025	
				R & D Equipment					
				Logist Dist Equipment					
IT Equipment									
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT									
Current number 123	Salaries \$6,390,902	Number retained 123	Salaries \$6,390,902	Number additional 5	Salaries \$225,000				
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT									
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
		COST		ASSESSED VALUE		COST		ASSESSED VALUE	
Current values									
Plus estimated values of proposed project		4,000,000		1,200,000					
Less values of any property being replaced									
Net estimated values upon completion of project				1,200,000					
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
Estimated solid waste converted (pounds)			Estimated hazardous waste converted (pounds)						
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative Mark F. Mangon				Date signed (month, day, year) May 20, 2024					
Printed name of authorized representative Chris Heroy Mark F. Mangon			Title CEO CFO						

RESOLUTION NO. 2024-870

FOR USE OF THE DESIGNATING BODY		
<p>We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.</p>		
<p>A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. <i>NOTE: This question addresses whether the resolution contains an expiration date for the designated area.</i></p>		
<p>B. The type of deduction that is allowed in the designated area is limited to:</p>		
1. Installation of new manufacturing equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 <i>Check box if an enhanced abatement was approved for one or more of these types.</i>
2. Installation of new research and development equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Installation of new logistical distribution equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Installation of new information technology equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>G. Other limitations or conditions (specify) _____</p>		
<p>H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:</p>		
<input type="checkbox"/> Year 1	<input type="checkbox"/> Year 2	<input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: _____ <i>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)</i>
<input type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	
<input type="checkbox"/> Year 5	<input type="checkbox"/> Year 6	
<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	
<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10	
<input type="checkbox"/> Year 11	<input type="checkbox"/> Year 12	
<p>I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the abatement schedule to this form. If no, the designating body is required to establish an abatement schedule before the deduction can be determined.</p>		
<p>Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.</p>		
Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	
<p>* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.</p>		

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

RESOLUTION NO. 2024-871

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT, THE INSTALLATION OF NEW RESEARCH AND DEVELOPMENT EQUIPMENT, THE INSTALLATION OF NEW LOGISTICAL DISTRIBUTION EQUIPMENT, AND THE INSTALLATION OF NEW INFORMATION TECHNOLOGY EQUIPMENT, AND THE REDEVELOPMENT OR REHABILITATION OF REAL ESTATE IMPROVEMENTS, ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA.

(Vestil Manufacturing Corp., 2999 N. Wayne, Angola IN, 46703)

WHEREAS, the Common Council (the "Council") of the City of Angola, Indiana (the "City"), has hereto before found pursuant to I.C. §6-1.1-12.1 et seq (the "Act"), and Resolution No. 2002-351, as confirmed by Resolution No. 2002-352 (collectively the "ERA Designation Resolution"), that the real estate described/depicted on Exhibit "A" attached hereto and incorporated herein (the "Real Estate") is, and within, an Economic Revitalization Area (an "ERA"); and

WHEREAS, the ERA Designation Resolution provided for deductions from assessed valuation for the installation of new manufacturing equipment, new research and development equipment, new logistical distribution equipment, and new information and technology equipment (collectively, the "Equipment"), and deductions from assessed valuation for redevelopment or rehabilitation of real property; and

WHEREAS, Vestil Manufacturing Corp., Carri Trine, Barry Trine, an Indiana for-profit corporation (collectively, the "Applicant"), has paid any required filing fees and, pursuant to the ERA Designation Resolution, has filed with the Council a Statement of Benefits Personal Property/Form SB-1/PP for the Equipment for consideration and approval, a copy of which is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, the Applicant has paid any required filing fees and, pursuant to the ERA Designation Resolution, has filed with the Council a Statement of Benefits Real Estate Improvements/Form SB-1/Real Property regarding the redevelopment or rehabilitation of real estate for consideration and approval, a copy of which is attached hereto as Exhibit "C" and incorporated herein; and

WHEREAS, the Council recognizes the continued need to stimulate growth and maintain a sound economy within its corporation limits; and

RESOLUTION NO. 2024-871

WHEREAS, the Applicant has estimated certain benefits to result from their respective investments in the Equipment and the redevelopment or rehabilitation of real estate improvements within an ERA; and

WHEREAS, the Council desires to promote and support the growth and prosperity of manufacturing entities contained within a designated ERA within the City through prudent and proper use of the economic development tools available; and

WHEREAS, said Statement of Benefits have been reviewed by the Council and duly considered at a duly held public meeting of said Council.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, THAT:

Section 1. By adoption of this Resolution, the Council does ratify and confirm its ERA Designation Resolution in all respects and the designation therein of the Real Estate as an ERA. The Council makes and confirms those findings necessary for approving the Statement of Benefits, those findings being to-wit:

- a. The said Real Estate is zoned for industrial use and located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and
- b. That the installation of the Equipment and the redevelopment or rehabilitation of real estate, all as described in the Statement of Benefits would be to the benefit and welfare of all citizens and taxpayers of the City; and
- c. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunity to residents of the City; and
- d. That the estimated increase in employment, increase in annual salaries, and the cost value of the Equipment and the redevelopment or rehabilitation of real estate, all as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and
- e. That the estimate of the cost of the Equipment is reasonable for equipment of the types set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the installation of the Equipment; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained

RESOLUTION NO. 2024-871

can reasonably be expected to result from the proposed installation of the Equipment; and the totality of benefits, is sufficient to justify the deduction; and

- f. That the estimate of the value of the redevelopment or rehabilitation of the Real Estate is reasonable for projects of the nature set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Estate; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Estate; and the totality of benefits is sufficient to justify the deduction.

Section 2. Based on the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant’s investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant’s investment, the Council authorizes that the deduction from assessed valuation for the installation of the Equipment shall be for a period of five (5) years. This time limitation is established pursuant to the ERA Designation Resolution and Sections 4.5(e) and 17 of the Act.

Section 3. Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant’s investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant’s investment, the abatement schedule (including the percentage amount of the deduction for each year of the deduction) to be used in calculating the deduction applicable to the Equipment on the Real Estate shall be as follows:

Year of Deduction	Percentage
1st	100%
2nd	80%
3rd	60%
4th	40%
5th	20%

This abatement schedule is established pursuant to the ERA Designation Resolution and Sections 4.5(c) and 17 of the Act.

RESOLUTION NO. 2024-871

Section 4. The amount of deduction applicable to the Equipment on the Real Estate pursuant to this Resolution shall be limited the amounts set forth in the approved Statement of Benefits. This limitation on the amount of the deduction is established pursuant to the ERA Designation Resolution and Section 2(i)(3) of the Act.

Section 5. The Applicant is responsible for timely filing its respective deduction application forms and certified deduction schedules and personal property returns with the Township Assessor of the township in which the Equipment is located (or with the County Assessor if there is no Township Assessor for the Township) within the time periods set forth in the Act.

Section 6. Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (1) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant's investment, the length of any deduction from assessed valuation for the redevelopment or rehabilitation of the Real Estate shall be for a period of ten (10) years. This time limitation is established pursuant to the ERA Designation Resolution and Sections 3(c) and 17 of the Act.

Section 7. Based on the information provided in the Statement of Benefits submitted by the Applicant, including; (i) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant's investment, the abatement schedule (including the percentage amount of the deduction for each year of the deduction) to be used in calculating the deduction applicable to the redevelopment or rehabilitation of the Real Estate shall be as follows:

Year of Deduction	Percentage
1st	100%
2nd	100%
3rd	100%
4th	90%
5th	80%
6th	70%
7th	60%
8th	50%
9th	40%
10th	30%

This abatement schedule is established pursuant to the ERA Designation Resolution and Sections 3(c) and 17 of the Act.

RESOLUTION NO. 2024-871

Section 8. The amount of deduction applicable to the Redevelopment or Rehabilitation of the Real Estate pursuant to this Resolution shall be limited the amounts set forth in the approved Statement of Benefits. This limitation on the amount of deduction is established pursuant to the ERA Designation Resolution and Section 2(i)(4) of the Act.

Section 9. The Applicant must provide the Steuben County Auditor, and the City, at the time of filing a deduction, and updated within sixty (60) days after the end of each year in which a deduction is applicable, information showing the extent to which the Applicant has been in compliance with the signed Statement of Benefits in accordance with the Act.

Section 10. No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

Section 11. This Resolution shall be effective upon passage.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. 2024-871

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this 3rd day of June 2024 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor and Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This resolution 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 P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

RESOLUTION NO. 2024-871

**EXHIBIT "A"
REAL ESTATE DESCRIPTION**

Parcel ID 760614000024070012 & 760614000015000012
Vestil Manufacturing, 2999 N Wayne Street, Angola, In 46703
Sec/Twp/Rng 14/37/13
Vestil Manufacturing Corp.
16.57 acres
Township Pleasant Township, District 012 Angola City



EXHIBIT "B"
 APPLICANT'S STATEMENT OF BENEFITS
 (Form SB-1/PP)



**STATEMENT OF BENEFITS
 PERSONAL PROPERTY**
 State Form 51764 (R5 / 1-21)
 Prescribed by the Department of Local Government Finance

FORM SB-1 / PP
PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12-1-5.1

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body BEFORE a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12-1-5.6)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12-1-17)

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer Vestil Manufacturing Corp, Carri Trine, Barry Trine			Name of contact person Matt Clemons						
Address of taxpayer (number and street, city, state, and ZIP code) 2999 N Wayne Street, Angola IN 46703				Telephone number (260) 665-7586 x 345					
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT									
Name of designating body Angola Common Council				Resolution number (s)					
Location of property 351 Pokagona Trail, Angola IN 46703			County Steuben	DLGF taxing district number 76012					
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary) Rotoline Rotomold machine addition BLM Tube laser OTC Robotic welder Fork lifts for new facility Racking for storage ERP System				ESTIMATED					
				START DATE		COMPLETION DATE			
				Manufacturing Equipment	09/01/2024	09/01/2025			
				R & D Equipment					
				Logist Dist Equipment	09/01/2025	12/31/2025			
IT Equipment	09/01/2025	12/31/2025							
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT									
Current Number 419	Salaries 20,297,304	Number Retained 419	Salaries 20,297,304	Number Additional 20	Salaries 850,000				
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT									
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values									
Plus estimated values of proposed project		3,241,000				183,000		2,727,000	
Less values of any property being replaced									
Net estimated values upon completion of project									
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
Estimated solid waste converted (pounds)			Estimated hazardous waste converted (pounds)						
Other benefits									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative				Date signed (month, day, year) 05/30/2024					
Printed name of authorized representative Barry Trine			Title President						

RESOLUTION NO. 2024-871

PURPOSE OF THE DESIGNATING BODY														
<p>We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1-12-1-2.5, provides for the following limitations as authorized under IC 6-1-12-1-2:</p>														
<p>A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____.</p> <p style="text-align: center;"><small>NOTE: This question addresses whether the resolution contains an expiration date for the designated area.</small></p>														
<p>B. The type of deduction that is allowed in the designated area is limited to:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>1. Installation of new manufacturing equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Installation of new research and development equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Installation of new logistical distribution equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Installation of new information technology equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> </td> <td style="width: 50%; border: none; vertical-align: top;"> <p><input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18 <i>Check box if an enhanced abatement was approved for one or more of these types.</i></p> </td> </tr> </table>			<p>1. Installation of new manufacturing equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Installation of new research and development equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Installation of new logistical distribution equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Installation of new information technology equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18 <i>Check box if an enhanced abatement was approved for one or more of these types.</i></p>										
<p>1. Installation of new manufacturing equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Installation of new research and development equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Installation of new logistical distribution equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Installation of new information technology equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18 <i>Check box if an enhanced abatement was approved for one or more of these types.</i></p>													
<p>C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____ (One or both lines may be filled out to establish a limit, if desired.)</p>														
<p>D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____ (One or both lines may be filled out to establish a limit, if desired.)</p>														
<p>E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____ (One or both lines may be filled out to establish a limit, if desired.)</p>														
<p>F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____ (One or both lines may be filled out to establish a limit, if desired.)</p>														
<p>G. Other limitations or conditions (specify): _____</p>														
<p>H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 16.6%;"><input type="checkbox"/> Year 1</td> <td style="width: 16.6%;"><input type="checkbox"/> Year 2</td> <td style="width: 16.6%;"><input type="checkbox"/> Year 3</td> <td style="width: 16.6%;"><input type="checkbox"/> Year 4</td> <td style="width: 16.6%;"><input type="checkbox"/> Year 5</td> <td style="width: 16.6%;"><input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18</td> </tr> <tr> <td><input type="checkbox"/> Year 6</td> <td><input type="checkbox"/> Year 7</td> <td><input type="checkbox"/> Year 8</td> <td><input type="checkbox"/> Year 9</td> <td><input type="checkbox"/> Year 10</td> <td>Number of years approved _____ <i>(Must not exceed twenty (20) years; may not exceed twenty (20) years.)</i></td> </tr> </table>			<input type="checkbox"/> Year 1	<input type="checkbox"/> Year 2	<input type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5	<input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18	<input type="checkbox"/> Year 6	<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10	Number of years approved _____ <i>(Must not exceed twenty (20) years; may not exceed twenty (20) years.)</i>
<input type="checkbox"/> Year 1	<input type="checkbox"/> Year 2	<input type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5	<input type="checkbox"/> Enhanced Abatement per IC 6-1-12-1-18									
<input type="checkbox"/> Year 6	<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10	Number of years approved _____ <i>(Must not exceed twenty (20) years; may not exceed twenty (20) years.)</i>									
<p>I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1-12-1-17? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the abatement schedule to this form. If no, the designating body is required to establish an abatement schedule before the deduction can be determined.</p>														
<p>Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.</p>														
<p>Approved by (signature and title of authorized member of designating body)</p>	<p>Telephone number ()</p>	<p>Date signed (month, day, year)</p>												
<p>Printed name of authorized member of designating body</p>	<p>Name of designating body</p>													
<p>Attested by (signature and title of attester)</p>	<p>Printed name of attester</p>													
<p>* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1-12-1-17.</p>														

IC 6-1-12-1-17
Abatement schedules
 Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
 (1) The total amount of the taxpayer's investment in real and personal property
 (2) The number of new full-time equivalent jobs created.
 (3) The average wage of the new employees compared to the state minimum wage.
 (4) The infrastructure requirements for the taxpayer's investment.
 (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
 (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT "C"
 APPLICANT'S STATEMENT OF BENEFITS
 (Form SB-1/Real Property)



STATEMENT OF BENEFITS
 REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)
 Prescribed by the Department of Local Government Finance

20__ PAY 20__
FORM SB-1 / Real Property
PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12-1.5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS

- 1 This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- 2 The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- 3 To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- 4 A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable IC 6-1.1-12.1-5.1(b).
- 5 For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect IC 6-1.1-12.1-17.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Vestil Manufacturing Corp, Carri Trine, Barry Trine					
Address of taxpayer (number and street, city, state, and ZIP code) 2999 N Wayne Street, Angola IN 46703					
Name of contact person Matt Clemens		Telephone number (260) 665-7586 ext 345		E-mail address matt@vestil.com	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body Angola Common Council				Resolution number	
Location of property 351 Pokagona Trail, Angola IN 46703			County Steuben	DLGF taxing district number 76012	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Approx 114,000 sq ft addition of manufacturing space to existing building				Estimated start date (month, day, year) 09/01/2024	
				Estimated completion date (month, day, year) 08/01/2025	
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number 419.00	Salaries \$20,297,304.00	Number Related 419.00	Salaries \$20,297,304.00	Number Additional 20.00	Salaries \$850,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST	ASSESSED VALUE	
Current values					
Plus estimated values of proposed project			5,160,756.00		
Less values of any property being replaced					
Net estimated values upon completion of project					
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds)			Estimated hazardous waste converted (pounds)		
Other Benefits					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) 08/12/2024	
Printed name of authorized representative Barry Trine			Title President		

RESOLUTION NO. 2024-871

FOR USE OF THE DESIGNATING BODY		
<p>We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1-12-1, provides for the following limitations:</p>		
<p>A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.</p>		
<p>B. The type of deduction that is allowed in the designated area is limited to:</p> <p>1. Redevelopment or rehabilitation of real estate improvements <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Residentially distressed areas <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>C. The amount of the deduction applicable is limited to \$ _____.</p>		
<p>D. Other limitations or conditions (specify) _____.</p>		
<p>E. Number of years allowed: <input type="checkbox"/> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/> Year 4 <input type="checkbox"/> Year 5 (* see below) <input type="checkbox"/> Year 6 <input type="checkbox"/> Year 7 <input type="checkbox"/> Year 8 <input type="checkbox"/> Year 9 <input type="checkbox"/> Year 10</p>		
<p>F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1-12-1-17? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the abatement schedule to this form. If no, the designating body is required to establish an abatement schedule before the deduction can be determined.</p>		
<p>We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.</p>		
<p>Approved (signature and title of authorized member of designating body)</p>	<p>Telephone number (____) _____</p>	<p>Date signed (month, day, year)</p>
<p>Printed name of authorized member of designating body</p>	<p>Name of designating body</p>	
<p>Attested by (signature and title of attester)</p>	<p>Printed name of attester</p>	
<p>* If the designating body finds the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1-12-1-17.</p>		
<p>A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1-12-1-4-1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1-12-1-16, the deduction period may not exceed ten (10) years. (See IC 6-1-12-1-17 below.)</p>		
<p>B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1-12-1-17 below.)</p>		
<p>IC 6-1-12-1-17 Abatement schedules See 47. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:</p> <ol style="list-style-type: none"> (1) The total amount of the taxpayer's investment in real and personal property (2) The number of new full-time equivalent jobs created. (3) The average wage of the new employees compared to the state minimum wage (4) The infrastructure requirements for the taxpayer's investment. <p>(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1-12-1-16, an abatement schedule may not exceed ten (10) years.</p> <p>(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.</p>		

AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF ANGOLA
Concerning
INSTALLATION OF SEWER INFRASTRUCTURE

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of approval by the Attorney General, by and between the State of Indiana, acting through the Indiana Department of Transportation (hereinafter “INDOT”), and the City of Angola, Indiana hereinafter (“CITY”), collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, INDOT has a rest area facility along southbound Interstate 69 (I-69), at approximately 3.8 miles south of the US-20/I-69 interchange, known as the I-69 Pigeon Creek Welcome Center (“INDOT Facility”), that needs sewer utility services and other expansions (“INDOT Facility Project”);

WHEREAS, the CITY is the closest regional sewer provider of sewer services and is willing to provide the INDOT Facility with sewer services contingent (“Service”) on INDOT arranging for the design and construction of the infrastructure (“Infrastructure”) needed for the Service; and

WHEREAS, INDOT is responsible for the **cost of** construction of the Infrastructure which includes design, construction, and connection of sanitary sewer extension (the “Infrastructure”), as generally depicted in the Pigeon Creek Welcome Center Utility Expansion (“Project Overview”) attached as **Exhibit “A”** and incorporated by reference; and

WHEREAS, INDOT seeks to enter into an agreement with the CITY regarding the Service; and

WHEREAS, after the construction of the Infrastructure, INDOT will **own and maintain** all responsibilities and will own and maintain the Infrastructure as outlined within this Agreement; and

WHEREAS, the Parties agree that it is in their mutual interest that they cooperate in the development of the Infrastructure; and

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

ARTICLE I. PURPOSE, TERM, AND DEFINITIONS

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

1.2. Purpose. The purpose of this Agreement is to define the respective roles and responsibilities of the PARTIES for the construction, installation, funding, maintenance, and ownership of the Infrastructure within this Agreement.

1.3. Term. This Agreement shall be effective beginning on the date approved as to form and legality by the Office of the Indiana Attorney General (the "Effective Date"). This Agreement shall expire ten (10) years after the completion date of construction of the main extension. Sections 2.3, 2.4, and 3.21 of this Agreement shall survive the expiration of this Agreement.

1.4. Termination. This Agreement may be terminated 1) by INDOT if the INDOT Facility closes or 2) by mutual agreement of the Parties.

1.5. "INDOT" or "State." Within this Agreement, when referring to INDOT or the State, it shall be understood that this includes contractors and professionals hired by INDOT or the State to perform the services contemplated within this Agreement unless otherwise specified herein.

1.6. Scope of Work. The scope of development work contemplated in this Agreement includes the construction of the Infrastructure, to be owned and maintained by INDOT, to provide sewer service to serve the INDOT Facility. INDOT shall also be responsible **for the cost of designing and constructing a lift station to be located on the INDOT Facility property. INDOT shall own and maintain the lift station.**

ARTICLE II. DEVELOPMENT WORK

2.1. Infrastructure Design and Construction. The State shall be responsible for the costs for preliminary engineering, design, construction, and inspection for extending the sewer main, from an agreed upon location, to the INDOT Facility. The State will manage, administer, and inspect the work in accordance with applicable laws and specifications.

2.1.1. The State shall, prior to initiation of construction, provide a copy of the plans for the proposed improvements to the CITY, to ensure that the Infrastructure conforms to the CITY's standards, and obtain the CITY's prior authorization before beginning construction of the improvements. The CITY's authorization shall not be unreasonably withheld. By agreement of the Parties, future design changes can be made.

2.1.3. The State shall allow the CITY to inspect the Infrastructure during construction to ensure conformance to the agreed standards, in particular with regard to area planning requirements, adequacy of design, and quality of construction. The State shall contact the CITY at least two (2) business days in advance to arrange for the attendance of a CITY inspector at key milestones throughout work. If the CITY does not respond within two (2) business days, the State shall proceed.

2.1.4. The State shall provide the record drawings prepared by the State's designer to the CITY. INDOT will install a service line in the size required by the city standards for the City of Angola, attached as **Exhibit "B."**

2.1.5. The State shall require that the consultants and/or contractors hired for the Facility Project, who shall be responsible for designing and constructing the infrastructure, comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided to the State, and in addition, execute responsibilities of following and applying at all times the highest professional and technical guidelines and standards. The State shall require from its consultants and/or contractors that their subcontractors or subconsultants adhere to these same standards. The State shall retain the right to remove any individuals or subcontractors who fail to provide satisfactory results.

2.1.6 Upon completion of the construction of the infrastructure, the CITY shall have an opportunity to inspect the infrastructure. The CITY shall have fourteen (14) days to provide notice of faults or defects.

2.2. Regulatory Authority.

2.2.1. **Certificate of Territorial Authority.** It is the CITY's responsibility to obtain any certificates or approvals that may be required from the Indiana Utility Regulatory Commission and/or other state or federal agencies necessary to be able to provide services to the area where the Infrastructure will be installed. A failure to obtain this approval is a material breach of this Agreement and a basis to immediately terminate this Agreement.

2.2.2. **Permits.** It will be the responsibility of the State's contractors and consultants to obtain any state, federal, or local permits required for the work contemplated within this Agreement when a permit is required under by applicable law and the State is not exempt from the permitting requirement.

2.3. Maintenance of Infrastructure.

2.3.1. After the completion of the construction of the Infrastructure, INDOT shall be responsible for all maintenance associated with the Infrastructure, including replacements, upgrades, reconstruction, or expansions that are directly related to and required for the INDOT Facility property; and INDOT shall own said Infrastructure.

2.3.2. The State shall be responsible for the maintenance of the lift station to be located on the INDOT Facility property.

2.3.3 There will be a water meter located on the INDOT Facility property that will be used for billing purposes. INDOT shall be responsible for the cost and maintenance of this

meter and the force main downstream. The CITY shall calibrate the meter according to AWWA standards.

2.3.4. The CITY may not allow other future customers and members of the public to connect to the Infrastructure.

2.4 Costs.

2.4.1. **Deposits and Connection Fees.** INDOT will pay thirty thousand dollars (\$30,000.00 to the CITY as a connection fee.

2.4.2. This Agreement does not require that property owners adjacent to or near the Infrastructure must connect to the Infrastructure.

2.4.3. **Service Fees.** Upon the date INDOT begins to utilize sewer services from the CITY, the CITY may invoice INDOT for services. Invoices shall provide the information required under Indiana law and payments shall be made by INDOT pursuant to terms in the Payments section, below, except to the extent INDOT is able to apply credits towards the invoice as outlined above.

ARTICLE III. GENERAL PROVISIONS

3.1. **Access to Records.** The Parties shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by the requesting party, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by such party. Each party agrees that, upon request by a party or state or federal agency, a party may release or make available to a requesting state or federal agency any working papers from an audit performed in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

3.2. **Assignment; Successors.** Each party binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, neither party shall assign or subcontract the whole or any part of this Agreement without the other party's prior written consent.

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

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

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

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

3.7. **Compliance with Laws.**

A. Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. Each party and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If a party has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, then such party shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If a party is not familiar with these ethical requirements, such party should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If either party or its agents violate any applicable ethical standards, the non-violating party may, in its sole discretion, terminate this Agreement immediately upon notice to the violating party. In addition, the violating party may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The State warrants that it shall require that its contractors to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

D. As required by IC §5-22-3-7:

1. The parties each certify that:

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

2. The parties each certify that an affiliate or principal of the certifying party and any agent acting on behalf of the certifying party or on behalf of an affiliate or principal of the certifying party, except for de minimis and nonsystematic violations,

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

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

3.8 Debarment and Suspension.

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

3.9. Disputes.

A. Should any disputes arise with respect to this Agreement, the parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The parties agree that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the parties fail to continue to perform their respective responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the CITY as a result of such failure to proceed shall be borne by the party failing to fulfill its obligations hereunder, and such party shall make no claim against the other party for such costs.

C. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as

described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

3.10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the parties hereby covenant and agree to make a good faith effort to provide and maintain a drug-free workplace. A party will give written notice to the other party within ten (10) days after receiving actual notice that the notifying party, or an employee of such party, in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the party'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 party'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 party of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C. (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C.(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.

3.11. Employment Eligibility Verification. As required by IC §22-5-1.7, each party swears or

affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The certifying party further agrees that:

- A. It shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The certifying party is not required to participate should the E-Verify program cease to exist.
- B. It shall not knowingly employ or contract with an unauthorized alien. The certifying party shall not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
- C. It shall require its subcontractors, who perform work under this Agreement, to certify that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The certifying party agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

Either party may terminate for default if the certifying party fails to cure a breach of this provision no later than thirty (30) days after being notified.

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

3.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

3.15. Hold Harmless. Each Party agrees to exculpate, defend, and hold harmless the other Party, and its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the construction of the Infrastructure in this this Agreement, to the extent such liability is caused by the negligence of the party, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. This hold harmless shall not extend to any contractors hired

by the PARTIES. The State, in its contract for designing and constructing the Infrastructure, shall obtain indemnification from its consultants and contractors.

3.16. Independent Entity. Each party is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the PARTIES. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

3.17. Insurance. INDOT shall ensure that its contractors shall secure and keep in force during the term of this Agreement appropriate insurance coverage, in compliance with INDOT policies and standard specifications for any and all claims of any nature which may in any manner arise out of or result from performance of work on the Infrastructure contemplated under this Agreement.

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

3.19. Non-Discrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, each party 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, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). Each party 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 paragraph may be regarded as a material breach of this Agreement.
- B. INDOT is a recipient of federal funds, and therefore, were applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant 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 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. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, 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 CITY 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 CITY 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 CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

3.20. Notice to PARTIES. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

ATTN: Steve McAvoy
Indiana Department of Transportation
100 North Senate Avenue, N758—Facilities Management
Indianapolis, IN 46204
SMcAvoy@indot.IN.gov

With Copy To:

ATTN: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, N758—Legal Services
Indianapolis, IN 46204

B. For the CITY:

David B. Martin
City of Angola Mayor's Office
210 N. Public Square
Angola, IN 46703

3.21. Payments.

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

3.22. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1. Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

3.23. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

3.24. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

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

3.26. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

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

3.28. Taxes. Neither party is to be responsible for any taxes levied on the other party or its contractors as a result of this Agreement.

3.29. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be affected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

3.30. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

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

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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

Agreement to Use Electronic Signatures

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

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

CITY OF ANGOLA

Executed by:

David B. Martin, Mayor

STATE OF INDIANA
Indiana Department of Transportation

Recommended for Approval By:

Todd Johnson
Fort Wayne District Deputy Commissioner

Approved By:

Clark Packer
Operations Deputy Commissioner (FOR)
Michael Smith, Commissioner

APPROVALS

STATE OF INDIANA

[State approvals are electronic – see attached confirmation page.]

State Budget Agency

Joseph M. Habig, Acting State Budget Director

Date: _____

Department of Administration

_____ (for)
Rebecca Holwerda, Commissioner

Date: _____

Approved as to Form and Legality:

_____ (for)
Theodore E. Rokita, Attorney General

Date: _____

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
 MONTH ENDING MAY 2024

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 7,918,896.28	\$ 268,766.16	\$ 8,187,662.44	\$ 3,358,416.69	\$ 833,053.06	\$ 4,191,469.75	\$ 3,996,192.69
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 1,563,151.17	\$ -	\$ 1,563,151.17	\$ 84,076.47	\$ 7,046.30	\$ 91,122.77	\$ 1,472,028.40
Motor Vehicle Highway	\$ 2,458,676.68	\$ 39,406.56	\$ 2,498,083.24	\$ 509,563.64	\$ 654,843.07	\$ 1,164,406.71	\$ 1,333,676.53
Local Road & Street	\$ 307,126.42	\$ 7,721.10	\$ 314,847.52	\$ -	\$ -	\$ -	\$ 314,847.52
Motor Vehicle Highway Restricted	\$ 277,977.42	\$ 18,356.61	\$ 296,334.03	\$ 227,276.00	\$ -	\$ 227,276.00	\$ 69,058.03
Parks & Recreation Operating	\$ 653,475.70	\$ 1,451.61	\$ 654,927.31	\$ 287,963.06	\$ 78,963.31	\$ 366,926.37	\$ 288,000.94
LIT Economic Development	\$ 2,878,330.21	\$ 385,600.33	\$ 3,263,930.54	\$ 33,121.36	\$ 306,100.00	\$ 339,221.36	\$ 2,924,709.18
Donation	\$ 196,997.41	\$ 10,337.55	\$ 207,334.96	\$ 20,044.38	\$ 13,048.19	\$ 33,092.57	\$ 174,242.39
Federal Grants Operating	\$ 4,139.75	\$ -	\$ 4,139.75	\$ 4,139.75	\$ -	\$ 4,139.75	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 49,717.08	\$ 510.00	\$ 50,227.08	\$ 18,217.71	\$ -	\$ 18,217.71	\$ 32,009.37
Riverboat	\$ 131,645.78	\$ -	\$ 131,645.78	\$ -	\$ -	\$ -	\$ 131,645.78
Local Road & Bridge Matching Grant	\$ 1,037,880.29	\$ -	\$ 1,037,880.29	\$ -	\$ -	\$ -	\$ 1,037,880.29
Rainy Day	\$ 3,100,000.00	\$ -	\$ 3,100,000.00	\$ -	\$ -	\$ -	\$ 3,100,000.00
Hazardous Materials Response	\$ 12,367.85	\$ -	\$ 12,367.85	\$ 516.83	\$ -	\$ 516.83	\$ 11,851.02
LIT Public Safety	\$ 1,661,592.30	\$ 70,553.50	\$ 1,732,145.80	\$ 402,344.09	\$ 138,816.12	\$ 541,160.21	\$ 1,190,985.59
Opioid Settlement Unrestricted	\$ 31,457.92	\$ 2,527.43	\$ 33,985.35	\$ -	\$ -	\$ -	\$ 33,985.35
Opioid Settlement Restricted	\$ 76,899.26	\$ 5,897.32	\$ 82,796.58	\$ -	\$ -	\$ -	\$ 82,796.58
Fire Operating	\$ 1,887,748.01	\$ 1,350.31	\$ 1,889,098.32	\$ 641,780.76	\$ 210,790.01	\$ 852,570.77	\$ 1,036,527.55
Redevelopment General	\$ 748,893.20	\$ -	\$ 748,893.20	\$ -	\$ -	\$ -	\$ 748,893.20
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 142,422.25	\$ -	\$ 142,422.25	\$ -	\$ -	\$ -	\$ 142,422.25
Cumulative Capital Development	\$ 768,007.45	\$ 332.50	\$ 768,339.95	\$ -	\$ -	\$ -	\$ 768,339.95
Park Nonreverting Capital	\$ 119,669.52	\$ 19,654.46	\$ 139,323.98	\$ 329.62	\$ 123.87	\$ 453.49	\$ 138,870.49
Park Cumulative Building	\$ 243,955.02	\$ 111.06	\$ 244,066.08	\$ -	\$ -	\$ -	\$ 244,066.08
Local Major Moves Construction	\$ 217,168.56	\$ 920.13	\$ 218,088.69	\$ -	\$ -	\$ -	\$ 218,088.69
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 1,161,103.33	\$ 182,643.91	\$ 1,343,747.24	\$ 787,544.43	\$ 208,145.68	\$ 995,690.11	\$ 348,057.13
Water Sinking	\$ 519,352.97	\$ 23,368.23	\$ 542,721.20	\$ 136,503.13	\$ -	\$ 136,503.13	\$ 406,218.07
Water Improvement	\$ 2,705,533.24	\$ 35,775.00	\$ 2,741,308.24	\$ 14,676.00	\$ -	\$ 14,676.00	\$ 2,726,632.24
Water Customer Deposit	\$ 77,660.00	\$ 2,200.00	\$ 79,860.00	\$ 5,010.00	\$ 3,740.00	\$ 8,750.00	\$ 71,110.00
Water Construction	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00
Wastewater Operating & Maintenance	\$ 1,611,686.57	\$ 260,331.24	\$ 1,872,017.81	\$ 1,146,778.53	\$ 284,812.88	\$ 1,431,591.41	\$ 440,426.40
Wastewater Sinking	\$ 1,029,593.93	\$ 18,266.45	\$ 1,047,860.38	\$ 143,806.25	\$ -	\$ 143,806.25	\$ 904,054.13
Wastewater Improvement	\$ 2,675,234.96	\$ 66,264.00	\$ 2,741,498.96	\$ 250,997.29	\$ 27,997.12	\$ 278,994.41	\$ 2,462,504.55
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 266,467.10	\$ -	\$ 266,467.10	\$ 66,364.62	\$ 16,280.46	\$ 82,645.08	\$ 183,822.02
Payroll Withholding	\$ 1,491,188.67	\$ 465,094.38	\$ 1,956,283.05	\$ 1,462,364.28	\$ 452,024.61	\$ 1,914,388.89	\$ 41,894.16
Escrow	\$ 52,400.00	\$ 400.00	\$ 52,800.00	\$ 400.00	\$ 1,000.00	\$ 1,400.00	\$ 51,400.00
TOTAL - CASH FUNDS	\$ 38,080,202.21	\$ 1,887,839.84	\$ 39,968,042.05	\$ 9,602,234.89	\$ 3,236,784.68	\$ 12,839,019.57	\$ 27,129,022.48
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)	\$ 22,896.83	\$ 4,638.66	\$ 27,535.49	\$ -	\$ -	\$ -	\$ 27,535.49
Moneys on Deposit (interest only) (8)	\$ 468,336.01	\$ 101,222.49	\$ 569,558.50	\$ -	\$ -	\$ -	\$ 569,558.50
Local Major Moves Construction (2)	\$ 2,720,886.18	\$ 12,338.70	\$ 2,733,224.88	\$ -	\$ -	\$ -	\$ 2,733,224.88
Total of Investments by Funds	\$ 3,212,119.02	\$ 118,199.85	\$ 3,330,318.87	\$ -	\$ -	\$ -	\$ 3,330,318.87
TOTAL - ALL FUNDS	\$ 41,292,321.23	\$ 2,006,039.69	\$ 43,298,360.92	\$ 9,602,234.89	\$ 3,236,784.68	\$ 12,839,019.57	\$ 30,459,341.35

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 MAY 2024**

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)	\$ 86,891.11	\$ -	\$ 86,891.11
Wastewater Sinking - Debt Service Reserve (20)	\$ 817,163.02	\$ -	\$ 817,163.02
<u>Farmers State Bank</u>			
General Checking (3)	\$ 5,733,129.96	\$ (1,016,564.87)	\$ 4,716,565.09
General Savings (8)	\$ 21,069,558.50	\$ -	\$ 21,069,558.50
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,252.79	\$ -	\$ 1,252.79
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,027,535.49	\$ -	\$ 1,027,535.49
TRECS (2)	\$ 787.59	\$ -	\$ 787.59
TOTALS	\$ 28,736,318.46	\$ (1,016,564.87)	\$ 27,719,753.59
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 13242			\$ 803.52
Deposit in transit (3) 13243			\$ 100.00
Deposit in transit (3) 13246			\$ 150.00
Deposit in transit (3) 13247			\$ 1,072.57
Deposit in transit (3) 13248			\$ 1,826.83
Deposit in transit (3) 13249			\$ 204.73
Deposit in transit (3) 13250			\$ 1,053.92
Deposit in transit (3) 13270			\$ (346.69)
Deposit books charged corrected in June			\$ 248.00
Moneys on Deposit (interest only EOM)			\$ (597,093.99)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 27,129,022.48
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 3,330,318.87
TOTAL CASH BALANCE AND INVESTMENTS			\$ 30,459,341.35