

**AGENDA OF THE COMMON COUNCIL**  
**City of Angola, Indiana**

**Monday, November 18, 2019 – 7:00 p.m.**

**CALL TO ORDER BY MAYOR HICKMAN**

1. Councilmember roll call by Clerk-Treasurer Twitchell.

Crum \_\_\_\_\_ Olson \_\_\_\_\_ Armstrong \_\_\_\_\_ Martin \_\_\_\_\_ Hysong \_\_\_\_\_

2. Remarks by Mayor Hickman.
3. Request approval of the November 4 minutes. (attachment)

**UNFINISHED BUSINESS**

1. Other unfinished business.

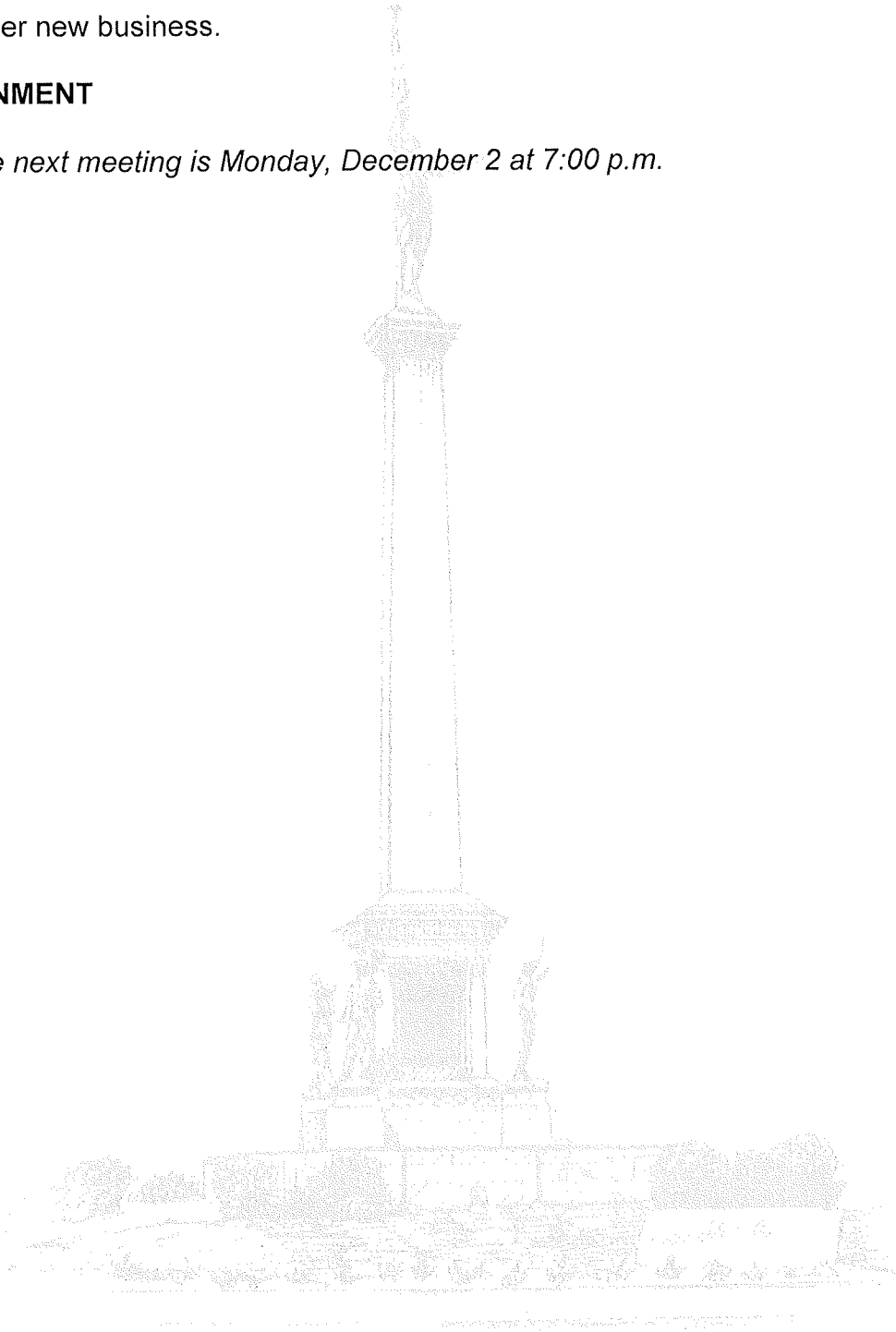
**NEW BUSINESS**

1. Resolution No. 2019-765. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (Office of the Mayor) (attachment)
2. The City of Angola Façade Grant Program Application from Mary Jeanne Davis Trustee/Claude Davis for work at 180 North Public Square and the Angola Historic Preservation Commission permit for work are presented for Council information. (attachment)
  - Request approval of the City of Angola Façade Grant Agreement with Mary Jeanne Davis Trustee/Claude Davis in a sum not to exceed \$577.50. (attachment)
3. Report from Anita Shepherd, Director of Operations and Client Services for Freedom Academy, Inc.
  - Request approval of the 2020 Lease with Freedom Academy, Inc. for the Angola Training Center, first floor of Building 1C, located at 306 West Mill Street. (\$300 per month) (attachment)
4. Reports:
  - Clerk-Treasurer
  - Department Heads

5. Request approval of the Allowance of Accounts Payable Vouchers 43277 through 43544 totaling \$1,156,728.17 which includes interfund transfers of \$611,159.79. (separate attachment)
6. Other new business.

## **ADJOURNMENT**

*The next meeting is Monday, December 2 at 7:00 p.m.*



**NOVEMBER 4, 2019**

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, Council Chambers, 210 North Public Square, with Mayor Richard M. Hickman presiding. Councilmembers Gary L. Crum, David A. Olson, Kathleen G. Armstrong and Joseph M. Hysong answered roll call. Councilmember David B. Martin was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, City Engineer Amanda Cope, Deputy Clerk Tammy Onofrietti, Water Superintendent Tom Selman, and Wastewater Superintendent Craig Williams.

Also present were Ashlee Hoos of *The Herald Republican*, Colin Meadowcroft of WLKI, Flynn Catey, and Jerry McDermid.

#### APPROVAL OF THE MINUTES

Councilmember Olson moved to approve the October 23, 2019 minutes. Councilmember Crum seconded the motion. The motion carried 4-0.

Minutes of the Board of Public Works and Safety for September 3, 2019 meeting were presented for Council information.

#### UNFINISHED BUSINESS

Ordinance No. 1622-2019, 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. Councilmember Olson moved to approve. Councilmember Crum seconded the motion. Motion carried 4-0. (add three way stops at Bluffview Drive, Stony Ridge Drive and Redding Lane and Regency Drive and Buell Drive)

At 7:01 p.m., Mayor Hickman declared open the public hearing regarding the appropriation reduction for the Capital Projects Fund. There being no public comment, the public hearing was considered closed at 7:01 p.m. Ordinance No. 1623-2019, APPROPRIATION REDUCTION ORDINANCE FOR THE CAPITAL PROJECTS FUND, was read by title and presented to Council for second reading. Councilmember Olson moved to approve. Councilmember Hysong seconded the motion. Motion carried 4-0. Ordinance No. 1623-2019, APPROPRIATION REDUCTION ORDINANCE FOR THE CAPITAL PROJECTS FUND, was then read by title and presented to Council for third and final reading. Councilmember Olson moved to approve. Councilmember Hysong seconded the motion. Motion carried 4-0.

#### NEW BUSINESS

Resolution No. 2019-764, A RESOLUTION AUTHORIZING THE CLERK-TREASURER TO TRANSFER FROM THE GENERAL FUND TO THE RAINY-DAY FUND UNUSED AND UNENCUMBERED FUNDS PURSUANT TO IC36-1-8-5.1, was read by title and presented to Council for approval. Councilmember Armstrong moved to approve. Councilmember Hysong seconded the motion. Motion carried 4-0. (\$500,000)

#### CLERK-TREASURER AND DEPARTMENT REPORTS

Wastewater Superintendent Williams reported Insituform finished up the Mechanic Street and Oak Street project last Friday. Williams brought in a section of the fiberglass pipe used to line sewers. The host pipe can be removed. The fiberglass used cost \$40 a linear foot while point to point repairs to the 100-year-old pipe were costing \$750 to \$1,000 per linear foot. Williams intends to line a half of a mile annually. Williams is sleeping peacefully now that those sewers are stabilized.

Wastewater Superintendent Williams reported Mayor Hickman submitted a petition to the Indiana Department of Environmental Management Environment Rules Board on behalf of Angola and a number of other Indiana communities. The petition is asking water quality standards to align with the intents and purposes of the 2012 EPA Recreational Water Quality Criteria. Williams along with three or four others will formally present the petition to the Board at their November 13 meeting.

Wastewater Superintendent Williams then reported in July completing and submitting the wastewater treatment plant's discharge permit renewal to IDEM. The permit needs to be renewed every five years. Part of the renewal includes applications for mercury and chloride variances. Chloride is a natural byproduct of human waste but can also come from water softening, industrial, and commercial processes. Biological treatment does not remove it. Basically, the chlorides that go into the wastewater treatment plant leave the plant, there is no easy way to remove it. IDEM believes that Angola's chlorides are too high. IDEM has set limits that the City cannot reach without a huge investment in power and chemicals. The original chloride variance in 2009 and renewal in 2014 were accepted and approved. Some early feedback from IDEM indicates that this renewal may not go as smoothly. An engineering compliance consultant and Williams will meet with IDEM officials next week to hopefully resolve any concerns they may have. Mayor Hickman thanked Williams and Water Superintendent Selman for staying on top of issues like this and is really pleased how they both handle spending money to save money.

City Engineer reported markings on North Wayne Street are not visible at night and especially in wet conditions. Cope contacted INDOT and Mayor Hickman sent another letter expressing safety concerns.

Chief of Police Hamblen expressed concern for the safety of children crossing roads during trick-or-treating. Hamblen is going to look into shutting off some streets for pedestrian traffic only during these times. All will depend on staffing.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Councilmember Armstrong moved to approve the Allowance of Accounts Payable Vouchers 43112 through 433276 totaling \$541,023.49. Councilmember Crum seconded the motion. The motion carried 4-0.

There being no further business, the meeting was considered adjourned at 7:12 p.m.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer

RESOLUTION NO. 2019-765

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS  
FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED  
TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE  
PURSUANT TO IC 6-1.1-18.6**

WHEREAS, certain conditions have developed since the adoption of the existing annual budget for the year 2019 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for various functions of departments.

BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, that for the expenses of the city government, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law; and

BE IT FURTHER RESOLVED, that where it has been shown that certain existing appropriations have unobligated balances, which will be available for transferring as follows:

		GENERAL – Office of the Mayor
\$2,000.00	from	101-044.00-00413.05 Employers Share Group Medical
\$2,000.00	to	101-044.00-00432.30 Travel Expense

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 18th day of November 2019 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Richard M. Hickman, Mayor  
Presiding Officer

Attest:

\_\_\_\_\_  
Debra A. Twitchell, 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 November 2019.

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

**RESOLUTION NO. 2019-765**

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of November 2019.

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Richard M. Hickman, Mayor





**CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION** *(continued)*

Date of proposed start: Spring 2020  
Date of proposed completion: Spring 2020  
Estimated cost of improvement: \$ 1155.00  
Amount of funding requested: \$ 577.50

Date of initial building inspection: \_\_\_\_\_  
Date of design consultation with Indiana \_\_\_\_\_  
Landmarks Representative: \_\_\_\_\_  
Indiana Landmarks Representative: Deb Parcell

Name of Contractor and Business Name: Koyanna Contracting

Address: 1365 W. South Dr., Pleasant Lake, IN 46779

Phone: 260-316-0997

Email: NA

I understand that local and or state permits must be obtained prior to starting the project.

I understand and have read the Façade Program Guidelines and that in order for the request of project funds to be approved I must follow the guidelines of the City of Angola, the City of Angola Common Council and reviewed by the City of Angola's Historic Preservation Commission.

Name of Applicant (Printed): Mitchell Davis

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Completed application and forms can be mailed, emailed or delivered to :

The City of Angola  
Office of Economic Development and Planning  
210 N Public Square  
Angola, IN 46703  
ph: 260-665-7465  
email: [planning@angolain.org](mailto:planning@angolain.org)  
website: [www.angolain.org](http://www.angolain.org)

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*For office use:*

Date passed by Angola Common Council: \_\_\_\_\_



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✓ FEATURED IN SCENE

SW 7757  
**High Reflective White**  
Locator Number: 256-C1

✓ FEATURED IN SCENE

SW 6373  
**Harvester**  
Locator Number: 129-C2

✓ FEATURED IN SCENE

SW 0014  
**Sheraton Sage**



**SHERWIN-WILLIAMS.**

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample.

Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools.

This permit certifies that the ANGOLA HISTORIC PRESERVATION COMMISSION, has approved plans for work to be done at 180 N Public Sq , as submitted to the Commission by Mitchell Davis on November 5, 2019.

Such work shall consist of:

Painting second story windows

and is more specifically described in plans on file and open for public inspection at the City Planning Department at Angola City Hall, located at 210 N. Public Square.

This permit is effective from and after this 5<sup>th</sup> day of November , 2019

The issuance of this permit in no way releases the recipient from the responsibility of complying with the requirements of the zoning ordinances, building codes and other requirements of the State of Indiana and the City of Angola.

Angola Historic Preservation Commission, Angola City Hall.

POST THIS PERMIT IN A CONSPICUOUS PLACE ON THE STREET  
SIDE OF YOUR PROPERTY UNTIL COMPLETION OF THE WORK.



Council Approved Amount \_\_\_\_\_

*For office use only*

## CITY OF ANGOLA FAÇADE GRANT AGREEMENT

WHEREAS, the undersigned are the Owners of a building or structure located within the City of Angola ("City");  
WHEREAS, the City has been designated by the City of Angola Common Council as an urban area in need of economic revitalization;  
WHEREAS, the City has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;  
WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the City of Angola Common Council.

IN CONSIDERATION THEREOF, this 12/18 day of 19, Mary Jeanne Davis / Claude Davis ("Owner"),  
and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

### SECTION 1: SUBJECT PROPERTY AFFECTED

For purposes of this Agreement, "Owner" shall mean the Owner of the property hereinafter known as:

(INSERT PROPERTY ADDRESS) 180 N Public Sq

### SECTION 2: CONSIDERATION AND SCOPE

Owner shall cause improvements to the public way and City shall grant money to the Owner for said enhancement and rehabilitation activities in a sum not to exceed \$5,000.

The parties expressly agree that improvements and rehabilitation activities undertaken under the terms of this Agreement are expressly for the betterment of the City of Angola. The parties hereto further agree that any improvement or activity contemplated by this Agreement is for the improvement of public spaces and/or works.

### SECTION 3: CONTRACT DOCUMENTS

The following Documents are attached hereto and hereinafter incorporated by reference:

- a. This Agreement;
- b. Copy of the Recorded Property Deed;
- c. Grant Application;
- d. Description of Work;
- e. General Conditions/Specifications;
- f. Special Instructions (if any);
- g. Contract Addenda (if any);
- h. Evidence of insurance from property owner/tenant/contractor

This Agreement, together with other documents enumerated in this Section shall comprise the entirety of the Contract between the parties. All prior documents, negotiations or correspondence are to be considered as merged fully into this document.

## CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

### SECTION 4: WORK TO BE PERFORMED

Owner agrees to fully perform all of the work described in the documents enumerated in Section 4 of this Agreement. Owner, upon receipt of an executed Grant Agreement from the City, shall furnish all supervision, technical knowledge, personnel, labor, materials, tools, equipment and shall perform all work required for the rehabilitation and renovation of the subject property.

### SECTION 5: OWNER RESPONSIBILITIES

- a. Obtaining Quotes: Owner agrees to obtain up to two (2) quotes from qualified contractors prior to the initiation of work. Owner shall forward these quotes to the City. Owner will accept the most appropriate responsive and responsible bid. In the event Owner wishes not to proceed with any of the responsive bidders, he or she must submit in writing the reason therefore to the Department of Economic Development and Planning. The City may, in its discretion, permit Owner to select an appropriate contractor.
- b. Start date: Owner agrees to commence work within 30 calendar days of receipt of an executed Grant Agreement. This requirement does not apply to the Owner's hiring of an architect or engineer and applies only to Contractor's providing labor and materials for construction.
- c. Subcontracting: The Owner agrees that he/she is completely responsible for the acts or omissions of his subcontractors and of the person either directly or indirectly employed by them. **Nothing in the Contract documents shall create any contractual relationship between any contractor, subcontractor or agent of Owner, and the City of Angola.**
- d. Equal Employment and Federal Labor Standards: The Owner will not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.
- e. Permits, Fees, Engineering Studies and Registered Surveys: The Owner shall obtain and pay for all necessary permits, inspection charges and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies and registered surveys as required and specified.
- f. Compliance with Code: The Owner shall perform all work done under the contract in a journeyman-like manner and in conformance with applicable codes, ordinances, regulations, and requirements whether or not covered by the specifications and drawings for the work as made part of the contract.
- g. Protection and Storage: The Owner shall protect the premises and public right of ways from damage. Drop cloths shall be used when required. Sidewalks and roadways shall be kept clear of materials and equipment. The premises shall be protected from weather and natural elements. (see insurance details (i))
- h. Clean Up and Clearance: The Owner shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Owner unless stated otherwise in the specifications. If lead hazard abatement is involved, clearance is required. Liability of all damages that may occur is that of the building owner/tenant.
- i. Insurance: Owner shall maintain, during the entire term of this Agreement, general liability insurance in an amount equal to \$500,000.00 or more combined single limit.
- j. Information Exchange: The Owner shall agree to submit to the City, upon request, any information concerning work performed or to be performed under this Contract.

Property Taxes: Property taxes for the building cited in the grant application must be current and proof of that status must be provided.



## **CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)**

### **SECTION 6: QUALIFYING IMPROVEMENTS**

- a. The City shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.
- b. Owner may not use City funds for any of the following items:
  - i. Interior improvements;
  - ii. Additions to existing structures;
  - iii. Sidewalks;
  - iv. Purchase of furnishings, equipment or other personal property
  - v. Improvements completed or in progress prior to notification of approval;
  - vi. Repair or creation of features not compatible with original architecture.

### **SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY**

The parties agree that City funds used to purchase and/or otherwise finance exterior improvements to the above described real estate are considered permanent in nature and will remain with the subject property, even in the event of sale by Owner to a third-party.

Owner may not remove, dispose of or otherwise procure the absence of any fixture or improvement financed with City Funds. In the event that Owner should remove any fixture, improvement or any part thereof, The City shall have the right to receive the full amount of the grant made to Owner under the terms of this Agreement.

Nothing in this section may be construed as abrogating or altering any other remedies ascribed to the City or to the Owner by operation of this Agreement. The remedy contemplated under this section is additional to any other remedy available at law or equity.

### **SECTION 8: PAYMENT**

The City shall reimburse Owner a sum not to exceed \$ 577.50 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

- a. Owner has fully performed all of the work described in the contract documents.
- b. Owner has expended an amount equal to or greater than the grant amount described above.
- c. Owner has completed, signed and delivered an invoice, cancelled payment check, and claim form to the City indicating total project cost.
- d. Owner has complied with the "no lien" provisions contained in Section 11 of this Agreement.

After Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the City.

The City shall not be obligated to pay any sum in excess of \$5,000.00 for work performed under this Agreement.

### **SECTION 9: CONFLICT OF INTEREST**

No member of the governing body of the community and no other officer, employee or agent of the community, who exercises any function or responsibilities with the planning of the project, shall not be involved with the review or approval of a project associated in this Contract; and, shall take appropriate steps to assure compliance.

## **CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)**

### **SECTION 10: INDEMNIFICATION**

Owner, Owner's agents and any contractor or subcontractor acting on behalf of Owner, hereby agree to indemnify, defend, and hold harmless the City of Angola from and against any and all losses, liabilities, damages, expenses, cost and fees (including, without limitation, attorney's fees and other professional fees) incurred by the City arising from Owner's breach or the acts or omissions of Owner, its employees, agents, subcontractors, invitees and representatives.

### **SECTION 11: NO LIENS**

As material consideration for the execution of this Agreement by City, the parties hereto agree that no liens shall attach to the Project or to the Work or to any funds that may be payable under this Agreement, in any case by reason of payment or non-payment by or to Owner, or any subcontractor's mechanics, journeymen, laborers or persons performing labor upon furnishing materials equipment or machinery for the Work (collectively "waiving person"). Owner, for it and for all other waiving persons, hereby WAIVES all right to claim a lien, or to file notice of a lien, against the Project or the Work for any purpose. If any liens are filed, Owners shall at its expense, obtain the release or discharge of the lien. If Owner fails to promptly do so, City shall have all legal and equitable rights and remedies against Owner.

### **SECTION 12: AUTHORITY**

Each person signing this Agreement in a representative capacity on behalf of Owner or City warrants and represents that

- (i) said person has the actual authority and power to sign and bind the person's respective principal to this Agreement; and
- (ii) all action necessary to authorize execution of this Agreement has been duly taken.

### **SECTION 13: WARRANTIES**

Owner hereby warrants that the Work, including all labor materials, soil compaction and workmanship for a period of one (1) year from and after full completion of all of the work will be free of defects, irregularities and deficiencies, and shall promptly repair, at Owner's expense, all such defects, irregularities and deficiencies detected by the City, its successors or agents, within said one-year period.

### **SECTION 14: BREACH; REMEDIES**

In the event of a breach or threatened breach of this Agreement, the City shall have the right to monetary damages, equitable relief (including without limitation, specific performance) or any other rights or remedies available at law or equity. All remedies of the City shall be cumulative and shall not be deemed exclusive.

### **SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT**

The provisions of this Agreement may not be waived, amended or modified except by the express terms of an instrument or documents written and signed by the City and the Owner.

This Agreement and its attachments constitute the entire understanding between the parties. If for any reason a provision hereof is determined by a court of competent jurisdiction to be invalid, unenforceable or illegal, said determination shall not affect the validity of all other provisions of this Agreement.

### **SECTION 16: ADDITIONAL COVENANTS**

The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon, the heirs, personal representatives, successors and assigns of Owner and City, provided that this Agreement may not be assigned by Owner without the express written consent of the City.

**CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)**

**SECTION 17: GOVERNING LAW**

This Agreement shall be construed under and governed by the laws of the State of Indiana.

**SECTION 18: NOTICE**

All notices required to be sent from one party to another shall be sent by US Mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

**THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:**

By: \_\_\_\_\_

Mayor, City of Angola, Indiana

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Owner

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Tenant

\_\_\_\_\_  
Date



## **LEASE**

This **LEASE** is made between the City of Angola, Indiana, a municipal corporation and political subdivision of the State of Indiana herein referred to as Lessor, and Freedom Academy, Inc., an Indiana not-for-profit corporation, herein called Lessee. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real estate presently known as the Angola Training Center, first floor of Building 1C, located at 306 West Mill Street, Angola, Indiana. In addition, the Lessee may, under the terms of this lease, use Building 1B upon approval from the Office of the Mayor.

**TERM:** The term of this lease shall commence as of January 1, 2020 and shall run from month to month ending on December 31, 2020.

**RENTAL:** The purpose of the rental fee is to offset the cost of utilities paid by the Lessor. The Lessee rental fee for the calendar year is \$300 per month. The Lessor shall invoice the Lessee before the first of each month. The Lessee shall pay the rental fee monthly no later than the 20<sup>th</sup> of each month. For subsequent calendar years, the rental fee will be reevaluated by assessing the annual cost of utilities.

**SECURITY DEPOSIT:** None.

**USE OF PREMISES:** Lessee shall use and occupy the premises as a classroom to conduct classes, courses, and workshops, including lectures and instruction to students, consistent with the Lessee's curriculum.

**CARE OF PREMISES:** The Lessor is responsible for building repairs and maintenance, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensors, in which case the Lessee shall make such repairs. In addition, the Lessor is responsible for property insurance, payment of utilities, snow removal and Wi-Fi connectivity. The Lessee is responsible for general housekeeping, including the purchase of cleaning and toiletry supplies, and the overall cleanliness of the spaces utilized. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, and municipal government of any of their departments.

**BUILDING ALTERATIONS:** Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions or improvements in, to or about the premises.

**WASTE AND REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the leased premises, anywhere in, or near the leased premises.

**INSURANCE:** The Lessee shall bear the risk of and Lessee shall save Lessor harmless from loss, cost or expense by reasons of claims for personal injury or property damage arising out of Lessee's occupancy of the premises, whether due to the fault of Lessee or others, excepting the fault of the Lessor. Lessee shall at all times maintain a reasonable amount of liability insurance and shall provide proof of this coverage to the Lessor. Lessee shall insure his own personal property if he so chooses.

**ADDITIONAL COVENANTS:**

- (A) Lessee shall not, without first obtaining the written consent of the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
- (B) Lessee shall not, without obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.
- (C) Lessor may enter the premises at any reasonable time for the purpose of inspection or the making of such repairs and maintenance, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable.

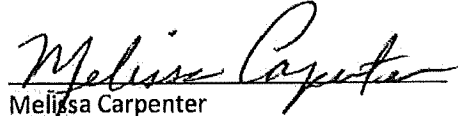
Dated: \_\_\_\_\_

Dated: 11/11/19

**LESSOR:** City of Angola  
210 North Public Square  
Angola, IN 46703

**LESSEE:** Freedom Academy, Inc.  
743 East North Street  
PO Box 515  
Kendallville, IN 46755

**By:** \_\_\_\_\_  
Richard M. Hickman  
Mayor

**By:**   
Melissa Carpenter  
Executive Director

This document prepared by Kim E. Shoup, Angola City Attorney.