

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

**Monday, May 4, 2020 – 1:00 p.m.**

***To connect to this virtual meeting call 1-219-293-4381 ID 732 753 711#***

**CALL TO ORDER BY MAYOR HICKMAN**

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

Crum \_\_\_\_\_ Olson \_\_\_\_\_ Armstrong \_\_\_\_\_ Martin \_\_\_\_\_ McDermid \_\_\_\_\_

2. Remarks by Mayor Hickman.
3. Request approval of the April 8 minutes. (attachment)

**UNFINISHED BUSINESS**

1. Ordinance No. 1630-2020. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 2 ADMINISTRATION AND PERSONNEL; CHAPTER 2.10 OFFICERS AND EMPLOYEES, SECTION 2.10.010 PROMOTION OF CITY BUSINESS. (third reading) (attachment)
2. Ordinance No. 1631-2020. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2020. (add Assistant Fire Chief) (second reading) (attachment)
3. Other unfinished business.

**NEW BUSINESS**

1. Ordinance No. 1632-2020. AN ORDINANCE ESTABLISHING A TELEWORK POLICY. (first, second and third readings) (attachment)
2. Ordinance No. 1633-2020. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK. (add assistant fire chief commute vehicle) (first reading) (attachment)
3. Resolution No. 2020-774. 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. (Information Technology, Fire, and Police) (attachment)

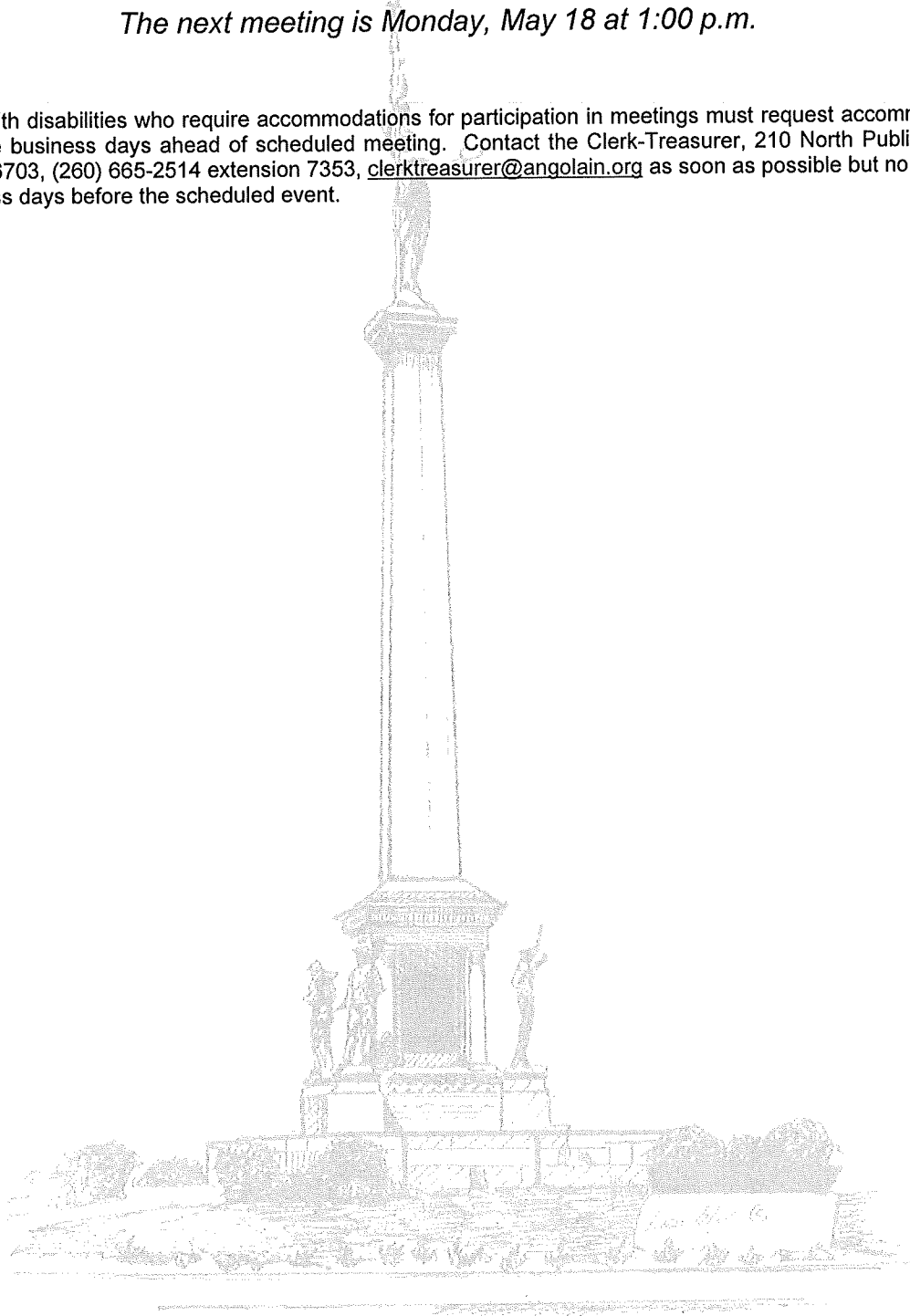
4. Request approval Lexipol Agreement for Use of Subscription Material for the Angola Police Department in the amount of \$19,873. (develop and maintain Standard Operating Guidelines and provide training) (attachment)
5. Request approval Lexipol Agreement for Use of Subscription Material for the Angola Fire Department in the amount of \$19,487. (develop and maintain Standard Operating Procedures and provide training) (attachment)
6. Review and determine if R. R. Donnelly Inc. located at 611 West Mill Street is or is not in substantial compliance with the Statement of Benefits...(attachment)
  - for Personal Property. (Res. No. 2018-725; 10 years)
  - for Personal Property. (Res. No. 2019-751; five years)
7. Review and determine if Univertical LLC located at 203 Weatherhead Street is or is not in substantial compliance with the Statement of Benefits...(attachment)
  - for Real Estate Improvements. (Res. No. 2014-651; nine years)
  - for Personal Property. (Res. No. 2014-651; nine years)
  - for Personal Property. (Res. No. 2016-686; seven years)
  - for Personal Property. (Res. No. 2019-752; five years)
  - for Personal Property. (Res. No. 2019-766; five years)
8. Review and determine if Team Pineapple Properties, LLC located at 200 Intertech Parkway is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. (Res. No. 2017-709; four years) (attachment)
9. Review and determine if Angola Brokaw Theatre, LLC located at 190 and 200 North Public Square is or is not in substantial compliance with the Statement of Benefits for Personal Property. (Res. No. 2014-656; five years) (attachment)
10. Request approval to sell on GovDeals.com the 2010 Toyota Yaris. (Department of Information Technology; asset no. 8620)
11. Request approval to sell on GovDeals.com the Fire Department 1991 Ford L8000 Rescue Truck. (asset no. 891)
12. The Clerk-Treasurer's Depository Statement and Cash Reconciliation for month ending March 2020 is presented for Council information. (attachment)
13. Reports:
  - Clerk-Treasurer
  - Department heads
14. Request approval of the Allowance of Accounts Payable Vouchers...
  - 45650 through 45816 totaling \$559,824.42. (separate attachment)
  - 45817 through 45970 totaling \$609,591.09. (separate attachment)

15. Other new business.

## ADJOURNMENT

*The next meeting is Monday, May 18 at 1:00 p.m.*

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](mailto:clerktreasurer@angolain.org) as soon as possible but no later than three business days before the scheduled event.



**APRIL 8, 2020**

A special meeting of the Common Council of the City of Angola, Indiana was called to order at 10:00 a.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid participated by virtual conference (Microsoft Teams) pursuant to Governor Eric J. Holcomb's Executive Order 20-04. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

#### APPROVAL OF THE MINUTES

Council Member Olson moved to approve the March 16 and March 20, 2020 minutes. Council Member Armstrong seconded the motion. The motion carried 5-0.

#### UNFINISHED BUSINESS

Ordinance No. 1629-2020, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.10 OFFICERS AND EMPLOYEES, SECTION 2.10.010 PROMOTION OF CITY BUSINESS, was read by title and presented to Council on second reading. Council Member Martin moved to approve. Council Member Armstrong seconded the motion. The motion to approve on second reading carried 5-0.

#### NEW BUSINESS

Ordinance No. 1630-2020, EXTENSION OF AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2020, was read by title and presented to Council on first reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve on first reading carried 5-0. Council Member Martin moved to poll the Council for unanimous consent to waive Common Council Meetings – Rule 22 to allow second and third readings. Council Member Olson seconded the motion. The motion to suspend Common Council Meetings – Rule 22 carried 5-0. Ordinance No. 1630-2020 was then read by title and presented to Council on second reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve on second reading carried 5-0. Ordinance No. 1630-2020 was then read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve said ordinance on third and final reading carried 5-0. (For purposes of adoption, this ordinance is now numbered 1629-2020 pursuant to Common Council Meetings – Rule 23.) (Stay Home Pay during a declared emergency)

Ordinance No. 1631-2020, AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER

EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2020, was read by title and presented to Council on first reading. Council Member McDermid moved to approve. Council Member Martin seconded the motion. The motion to approve on first reading carried 5-0. (add Assistant Fire Chief)

Council considered a request to approve the Letter Agreement, Emergency Generator Study (Wastewater Utility) with Jones & Henry Engineers Ltd. for the not to exceed fee of \$11,900. Councilmember Martin moved to approve. Councilmember Crum seconded the motion. Motion carried 5-0.

Council considered a request to approve the SES 2020 Health & Safety Proposal in the amount of \$14,796. Mayor Hickman explained the Proposal is the annual OSHA training for all departments. Councilmember Martin moved to approve. Councilmember Crum seconded the motion. Motion carried 5-0.

#### APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 45340 through 45649 totaling \$795,584.58 which includes interfund transfers of \$97,306.77. Council Member Olson seconded the motion. The motion carried 5-0.

#### OTHER NEW BUSINESS

Councilmember McDermid commended and publicly thanked the members of the community he has noticed picking up trash and debris along roadsides. Also, the Knox family and friends along with Patrol Officer Case Gilbert for getting together to clean up trash behind Walmart.

Mayor Hickman stated that a lot of people have been stepping up from this community and county over the last few weeks and is very proud of everyone, especially City employees, with the way they have responded.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 10:09 a.m.

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Richard M. Hickman, Mayor  
Presiding Officer

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Attest:

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Debra A. Twitchell, Clerk-Treasurer

DRAFT

ORDINANCE NO. 1630-2020

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,  
TITLE 2 ADMINISTRATION AND PERSONNEL; CHAPTER 2.10 OFFICERS  
AND EMPLOYEES, SECTION 2.10.040 PROMOTION OF CITY BUSINESS**

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 2.10.040 Expense reimbursement for promotion of economic development and tourism is amended to read:

2.10.040 ~~Expense reimbursement for p~~Promotion of economic development and tourism **city business.**

For the purpose of promoting ~~economic development and tourism~~ **city business**, the Common Council may, pursuant to the requirements of law, appropriate money from the general fund of the city to pay the expenses of, or to reimburse city officials for expenses incurred in, promoting the best interests of the city. Expenses may include, but not be limited to, rental of meeting places, meals, decorations, memorabilia, **commemorative objects, and awards; interviewing job applicants; expenses incurred in promoting industrial, commercial and residential development;; expenses incurred in developing relations relationships with other units of government;; expenses for membership dues, assessments, conference registrations and other assistance in local, regional, state and national associations of a civic, educational or governmental nature which have as their purpose the betterment and improvement of municipal operations; the direct expenses incurred for travel, meals and lodging in conjunction with municipal business or meetings or organizations to which the municipality belongs; and any other expenses of a civil civic or governmental nature such as a reasonable amount on employee or immediate family funeral flowers, an all-employee gathering, or employee retirement gift deemed by the Council action of the mayor to be in the interest of the city.**

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_ day of April 2020 by the vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer

**ORDINANCE NO. 1630-2020**

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 April 2020.

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

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of April 2020.

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



ORDINANCE NO. 1631-2020

AN ORDINANCE AMENDING THE ORDINANCE FIXING  
COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER  
EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF  
ANGOLA, INDIANA FOR THE YEAR 2020

WHEREAS, IC 36-4-7-3 and IC 36-4-7-4 governs the fixing of compensation of City appointed officers, deputies, and other employees;

WHEREAS, IC 36-8-3-3 governs the fixing of compensation of police and firefighters;

WHEREAS, funding is available, and the Common Council wishes to increase compensation of said appointed officers, deputies, other employees, police and firefighters for the year 2020;

NOW THEREFORE, be it hereby ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana that Ordinance No. 1616-2019, Section 1 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. From and after December 29, 2019 and continuing through December 26, 2020 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

*Office of the Clerk-Treasurer*

Deputy Clerk	17.50 -	27.02 hourly
Deputy Accounts Payable Clerk	15.00 -	24.46 hourly
Deputy Payroll Clerk	15.00 -	24.46 hourly
Deputy Utility Clerk	15.00 -	24.46 hourly

*Office of the Mayor*

Board of Public Works & Safety Member		812.50 quarterly
Human Resource Administrator	1,745.26 -	2,438.09 biweekly
Downtown Services Coordinator	15.00 -	24.46 hourly
Administrative Assistant	15.00 -	24.46 hourly

*Economic Development & Planning Department*

Economic Development & Planning Director	1,745.26 -	2,517.61 biweekly
Administrative Assistant	15.00 -	24.46 hourly

*Information Technology Department*

Systems Administrator	1,850.78 -	2,661.65 biweekly
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*Law Department*

City Attorney	1,200.00 -	1,890.37 biweekly
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**ORDINANCE NO. 1631-2020**

*Engineering Department*

City Engineer	2,184.03 -	3,464.19 biweekly
Engineering Assistant	18.00 -	28.95 hourly
MS4/Engineering Assistant	18.00 -	28.95 hourly

*Building & Safety Department*

Building Commissioner	1,745.26 -	2,517.61 biweekly
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*Fire Department*

Fire Chief	1,984.42 -	2,563.84 biweekly
<b>Assistant Fire Chief</b>	<b>2,000.00 -</b>	<b>2,434.30 biweekly</b>
Captain	1,704.49 -	2,162.47 biweekly
Lieutenant	1,636.38 -	2,076.06 biweekly
First Class Firefighter	1,568.29 -	1,989.66 biweekly
Firefighter	1,449.25 -	1,838.64 biweekly
Probationary Firefighter	1,346.15 -	1,533.33 biweekly
PT Firefighter		14.00 hourly

*Police Department*

Chief of Police	1,984.42 -	2,563.84 biweekly
Assistant Chief of Police	1,918.75 -	2,434.30 biweekly
Detective	1,788.81 -	2,269.44 biweekly
Sergeant	1,788.81 -	2,269.44 biweekly
First Class Patrol Officer	1,704.49 -	2,162.46 biweekly
Patrol Officer	1,568.29 -	1,989.67 biweekly
Probationary Patrol Officer	1,449.25 -	1,838.64 biweekly
Dispatcher	15.00 -	23.40 hourly
PT Patrol Officer		22.00 hourly
PT Dispatcher	12.00 -	20.00 hourly
PT Code Enforcement	11.00 -	18.00 hourly
PT School Crossing Guard		17.00 shift (am/pm)

*Street Department*

Street Commissioner	1,745.26 -	2,517.61 biweekly
Assistant Street Commissioner	16.50 -	26.06 hourly
Maintenance	15.00 -	24.62 hourly

*Parks & Recreation Department*

Park Superintendent	1,745.26 -	2,517.61 biweekly
Assistant Park Superintendent	16.50 -	26.06 hourly
Events and Marketing Coordinator	15.00 -	24.46 hourly
Maintenance	15.00 -	24.62 hourly
PT Recreation Staff	11.00 -	18.00 hourly

**ORDINANCE NO. 1631-2020**

*Water Department*

Water Superintendent	1,745.26 -	2,517.61 biweekly
Assistant Water Superintendent	16.50 -	26.06 hourly
Operator	15.00 -	24.62 hourly

*Wastewater Department*

Wastewater Superintendent	1,745.26 -	2,517.61 biweekly
Assistant Wastewater Superintendent	16.50 -	26.06 hourly
Lab Technician/Pretreatment Coordinator	16.50 -	26.06 hourly
Operator	15.00 -	24.62 hourly

*Any Department*

PT Assistant	12.00 -	18.00 hourly
PT Clerk	12.00 -	18.00 hourly
PT Operator	12.00 -	18.00 hourly
PT Maintenance	12.00 -	18.00 hourly
PT Seasonal Maintenance	11.00 -	18.00 hourly
Intern	0.00 -	18.00 hourly

Section 2. Effective date.

This ordinance shall become and remain in full force and effect beginning March 1, 2020 and from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_\_ day of May 2020 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of May 2020.

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Debra A. Twitchell, Clerk-Treasurer

**ORDINANCE NO. 1631-2020**

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of May 2020.

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Richard M. Hickman, Mayor

## **ORDINANCE NO. 1632-2020**

### **AN ORDINANCE ESTABLISHING A TELEWORK POLICY**

WHEREAS, a national emergency was declared by the President of the United States beginning March 1, 2020 addressing the coronavirus (COVID-19) pandemic; and

WHEREAS, a Declaration of Public Health Emergency for Coronavirus Disease 2019 Outbreak was declared by Governor Eric J. Holcomb in Executive Order 20-02 on March 6, 2020; and

WHEREAS, a Local Disaster Declaration for Coronavirus Disease 2019 Outbreak was issued by Mayor Richard M. Hickman in Executive Order 20-01 on March 16, 2020; and

WHEREAS, because of these national, state, and local emergencies the Common Council desires to continue to have in place appropriate "emergency management" measures in order to provide for the preparation for and the coordination of all emergency functions to prevent, minimize, and repair injury and damage, with such services to include firefighting services, police services, rescue, engineering, communications, public utility services, and all other activities necessary or incidental to the preparation for and coordination of the functions described herein; and

WHEREAS, addressing this extraordinary situation, the Common Council desires to provide pay for telework;

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

Section 1. The City finds it necessary to provide for telework or sometimes referred to as work from home or remote work in order to maintain a healthy and safe working environment. From time to time, an employee may also be unable to report to work for reasons beyond the employee's control. An employee who would benefit from telework must first discuss this need with his/her Department Head. Approval and duration of telework is the responsibility of the Office of the Mayor, in coordination with the Department Head and Human Resources. An employee requesting permission to telework will be required to submit documentation evidencing the need to telework and subject to the required paperwork and documentation. There is no promise or guarantee that a request to telework will be granted. Requests are reviewed on a case by case basis and subject to local ordinance, state statute and federal law. It is within the City's discretion to direct employees who can perform telework.

Section 2. Upon adoption by the Common Council and approval by the Mayor, this amendment shall retroactively take effect May 1, 2020.

Section 3. This ordinance expires June 30, 2021 unless extended by the Common Council and approved by the Mayor.

**ORDINANCE NO. 1632-2020**

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana,  
on the 4th day of May 2020 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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

Attest:

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

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana  
to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of May 2020.

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

This ordinance signed and approved by me, the Mayor of the City of Angola,  
Indiana this \_\_\_\_\_ day of May 2020.

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

**AN ORDINANCE AMENDING THE  
CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK**

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that the Employee Handbook 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. Employment Policies – Equipment, Tools, Vehicles and Machines is amended to read:

Employees are responsible and held accountable for the proper use and care, operation and maintenance of all equipment, tools, vehicles and machines provided by the City. Employees who misuse, neglect or abuse equipment, tools, vehicles or machines are subject to disciplinary action.

Departments within the city maintain a number of *city-owned vehicles* provided for the sole purpose of conducting official city business. Following are guidelines that apply to the use of all city-owned vehicles:

- Proper use of safety belts is required.
- Cell phone use while operating a vehicle is discouraged.
- Texting while operating a vehicle is prohibited.
- Operation of city-owned vehicles must be done in a safe, respectful and courteous manner to ensure a positive representation of the City.
- Employees operating city-owned vehicles are responsible for notifying their supervisor of any damage, maintenance needs or safety concerns.
- Approval of all vehicle maintenance is the responsibility of the department head.
- Employees are required to possess a valid Driver's License or Commercial Driver's License (when required) and maintain an acceptable driving record during employment with the City when operating a vehicle is an essential function of their job. In addition, an employee whose license is suspended, revoked or expired must report this loss of driving privileges immediately to their department head.
- The City is subject to periodic driving record audits. If an employee, where driving is an essential function of the job, has not properly notified their department head of suspended, revoked or expired driving privileges and this is discovered during an audit, disciplinary action may result.
- Traffic fines and/or arrests while using a city-owned vehicle are the sole responsibility of the employee and may be subject to disciplinary action.
- Charges incurred for emergency repairs, road services or towing while traveling on city-related business are reimbursable when appropriate receipts are submitted, and approval is provided by your department head.
- In case of a vehicle accident, follow standard procedures of calling the appropriate law enforcement agency and/or 911 in case of injury. All vehicle accidents or injuries must be reported to your department head as soon as time allows. Your

## ORDINANCE NO. 1633-2020

department head is responsible to forward this report immediately to the Clerk-Treasurer's office for processing.

The following public safety positions are provided with a city-owned vehicle and are approved as *commute vehicles*:

Chief of Police	Assistant Chief of Police*	Police Sergeant*	Police Detective*
Fire Chief	<b>Assistant Fire Chief</b>	Police Patrol Officer*	

Commute vehicles are approved for travel to and from work and intended to assist with conducting city-related business. De minimis (minimal) personal use is permitted. Travel outside your department's jurisdiction for personal use is prohibited.

\* Subject to Police Department Standard Operating Guidelines – Commute Vehicle Policy.

The following civilian positions are provided with a city-owned vehicle and are approved as *commute vehicles*:

City Engineer	Building Commissioner	Street Commissioner
Park Superintendent	Water Superintendent	Wastewater Superintendent

Commute vehicles are approved for travel to and from work and intended to assist with conducting city-related business. De minimis (minimal) personal use is permitted. Civilian employees electing the option of a commute vehicle must live within Steuben County. If the employee elects not to use the city-owned vehicle as a commute vehicle, the employee must do so in writing to the Clerk-Treasurer.

Civilian use of a city-owned vehicle for commuting will be valued at \$1.50 each one-way commute. The Clerk-Treasurer's office is responsible for taxing commute vehicles. No adjustments on taxing from a prior pay period will be made if the required commute information is not provided at the time of payroll processing.

Internal controls have been established to comply with the IRS guidelines for the use of city-owned vehicles. Employees with commute vehicles and assigned a city-owned vehicle are required to complete the appropriate compliance documents.

Section 2. Effective date.

This ordinance shall become effective following passage and adoption by the Common Council and approval by the Mayor.

DULY PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_\_ day of June 2020 by the vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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Richard M. Hickman, Mayor  
Presiding Officer



**ORDINANCE NO. 1633-2020**

Attest:

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

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

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

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

**RESOLUTION NO. 2020-774**

**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 2020 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 – Information Technology**

\$15,000.00	from	101-106.00-00431.50 Professional Services
\$15,000.00	to	101-106.00-00423.30 Small Tools and Minor Equipment

**GENERAL – Fire**

\$2,500.00	from	101-362.00-00445.00 Machinery & Equipment
\$2,500.00	to	101-362.00-00431.50 Professional Services

**GENERAL – Police**

\$20,000.00	from	101-370.00-00413.05 Employers Share Group Medical
\$20,000.00	to	101-370.00-00431.50 Professional Services

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 4th day of May 2020 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer

**RESOLUTION NO. 2020-774**

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 May 2020.

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

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of May 2020.

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



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Angola Police Department  
Agency's Address: 202 W Gilmore St  
Angola, Indiana 46703

Attention: Chief Stuart Hamblen

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Attention: Jessica Levenberg

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency	Lexipol
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Van Holland</u>
Title: _____	Title: <u>Chief Financial Officer</u>
Date Signed: _____	Date Signed: _____

## EXHIBIT A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

#### Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 11,079.00	15%	USD 1,662.00	USD 9,417.00
	Subscription Line Items Total			USD 1,662.00	USD 9,417.00
				USD 1,662.00	USD 9,417.00
Annual Subscription Discount:					USD 1,662.00
Annual Subscription TOTAL:					USD 9,417.00

#### Full Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 17,426.00	40%	USD 6,970.00	USD 10,456.00
	One-Time Line Items Total			USD 6,970.00	USD 10,456.00
				USD 6,970.00	USD 10,456.00
Full Implementation Discount:					USD 6,970.00
Full Implementation TOTAL:					USD 10,456.00

\*Law Enforcement pricing is based on 18 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

#### Notes

Year 1 total \$19,873

#### Discount Notes

EMC 15% Implementation Discount. Annual 15% P1A Client Discount

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guarantee that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.



**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## EXHIBIT C

### Scope of Services

#### **Policy Manual**

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

#### **Daily Training Bulletins (DTBs)**

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

#### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

#### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

#### **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### **Supplemental Publication Service**

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### **Law Enforcement Operations Procedures**

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

### **Full Implementation**

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Angola Fire Department
Agency's Address:	202 W Gilmore Street Angola, Indiana 46703
Attention:	Chief Thomas Hagerty
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Attention:	Bruce Bjorge
Effective Date:	<u>(to be completed by Lexipol upon receipt of signed Agreement)</u>

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency	Lexipol
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Van Holland</u>
Title: _____	Title: <u>Chief Financial Officer</u>
Date Signed: _____	Date Signed: _____

## EXHIBIT A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

#### Annual Policy Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 6,079.00	15%	USD 912.00	USD 5,167.00
	Subscription Line Items Total			USD 912.00	USD 5,167.00
				USD 912.00	USD 5,167.00
Annual Policy Subscription Discount:					USD 912.00
Annual Policy Subscription TOTAL:					USD 5,167.00

#### Full Policy Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Fire Full Implementation	USD 23,867.00	40%	USD 9,547.00	USD 14,320.00
	One-Time Line Items Total			USD 9,547.00	USD 14,320.00
				USD 9,547.00	USD 14,320.00
Full Policy Implementation Discount:					USD 9,547.00
Full Policy Implementation TOTAL:					USD 14,320.00

\*Fire pricing is based on 12 Fire Authorized Staff.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

#### Discount Notes

15% subscription discount for PD using Police One Academy. 40% Implementation Discount for PD and FD beginning Subscriptions at the same time.

Proposal Total is \$19,487

Offer good through June, 2020

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit



A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any



Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## EXHIBIT C

### Scope of Services

#### **Policy Manual**

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

#### **Daily Training Bulletins (DTBs)**

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

#### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

#### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

#### **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### **Supplemental Publication Service**

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### **Fire Operations Procedures**

- More than 20 best practice procedures designed to support safe operations
- Procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Scenario-based training reinforces live training
- Mobile-friendly decision trees make it easy to review a procedure on the way to a call

### **Full Implementation**

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration



# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)

Prescribed by the Department of Local Government Finance

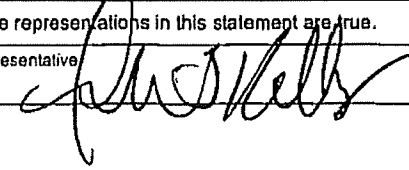
2018

FORM CF-1 / PP

## PRIVACY NOTICE

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

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

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer <b>R. R. Donnelley Inc</b>						County <b>Steuben</b>		
Address of taxpayer (number and street, city, state, and ZIP code) <b>611 W. Mill St., Angola, IN 46703</b>						DLGF taxing district number <b>76012</b>		
Name of contact person <b>Gary Conley</b>						Telephone number <b>( 260 ) 665-9421</b>		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of designating body <b>Common Council City of Angola</b>				Resolution number <b>2018-725</b>		Estimated start date (month, day, year) <b>Feb 1, 2018</b>		
Location of property <b>611 W. Mill St., Angola, IN 46703</b>						Actual start date (month, day, year) <b>April 1, 2018</b>		
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.  <b>One new automated turntrewinder for running large diameter rolls for targeted customer growth One 8 color UV Flexographic press, replacing 20 year old equipment, targeting high complexity, high value work</b>						Estimated completion date (month, day, year) <b>April 30, 2018</b>		
						Actual completion date (month, day, year) <b>June 1, 2018</b>		
SECTION 3 EMPLOYEES AND SALARIES								
<b>EMPLOYEES AND SALARIES</b>						<b>AS ESTIMATED ON SB-1</b>		<b>ACTUAL</b>
Current number of employees						180		185
Salaries						8,264,000.00		8,938,534.00
Number of employees retained						180		185
Salaries						8,264,000.00		8,938,534.00
Number of additional employees						3		3
Salaries						137,280.00		137,280.00
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
<b>AS ESTIMATED ON SB-1</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>
Values before project	35,404,589.00	10,312,328.00						
Plus: Values of proposed project	1,378,745.00	1,240,671.00						
Less: Values of any property being replaced	633,553.00	63,355.00						
Net values upon completion of project	36,149,781.00	11,489,642.00						
<b>ACTUAL</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>
Values before project	34,546,665.00	9,600,681.00						
Plus: Values of proposed project	1,642,302.00	618,689.00						
Less: Values of any property being replaced	633,558.00	190,070.00						
Net values upon completion of project	35,549,409.00	10,330,300.00						
<b>NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).</b>								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
<b>WASTE CONVERTED AND OTHER BENEFITS</b>						<b>AS ESTIMATED ON SB-1</b>		<b>ACTUAL</b>
Amount of solid waste converted								
Amount of hazardous waste converted								
Other benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative 				Title <b>Authorized Agent</b>		Date signed (month, day, year) <b>2-24-20</b>		

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance <input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 5 above)	
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)

Prescribed by the Department of Local Government Finance

2019

FORM CF-1 / PP

## PRIVACY NOTICE

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

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

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer R. R. Donnelley Inc						County Steuben			
Address of taxpayer (number and street, city, state, and ZIP code) 611 W. Mill St., Angola, IN 46703						DLGF taxing district number 76012			
Name of contact person Gary Conley						Telephone number ( 260 ) 665-9421			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of designating body Common Council City of Angola					Resolution number 2019-751		Estimated start date (month, day, year) July 1, 2019		
Location of property 611 W. Mill St., Angola, IN 46703							Actual start date (month, day, year) Jan 31, 2019		
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. One new slitter / rewinder for increased linerless volume One three-color flexographic press as additional equipment needed to support rapidly increasing sales for linerless product							Estimated completion date (month, day, year) Dec 31, 2019		
							Actual completion date (month, day, year) Dec 31, 2019		
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL	
Current number of employees						169		185	
Salaries						8,909,470.00		8,938,534.00	
Number of employees retained						169		185	
Salaries						8,909,470.00		8,938,534.00	
Number of additional employees						9		9	
Salaries						304,762.00		304,762.00	
SECTION 4 COST AND VALUES									
	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT		
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Values before project	38,853,961.00	10,720,170.00							
Plus: Values of proposed project	3,139,780.00	1,255,904.00							
Less: Values of any property being replaced	0.00	0.00							
Net values upon completion of project	40,003,741.00	11,976,074.00							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Values before project	34,811,907.00	9,410,611.00							
Plus: Values of proposed project	737,502.00	919,689.00							
Less: Values of any property being replaced	0.00	0.00							
Net values upon completion of project	35,549,409.00	10,330,300.00							
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).									
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
WASTE CONVERTED AND OTHER BENEFITS						AS ESTIMATED ON SB-1		ACTUAL	
Amount of solid waste converted									
Amount of hazardous waste converted									
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative 				Title Authorized Agent		Date signed (month, day, year) 2-24-20			



**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance			
<input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance			
<input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <span style="margin-left: 100px;"><input type="checkbox"/> Denied (see instruction 5 above)</span>			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



March 25, 2020

Vivian Likes  
Angola City Hall  
210 N. Public Square  
Angola, IN 46703

Vivian,

Enclosed are the CF-1 reports for projects: 2014-651 (PP & RP), 2016-686 (PP), 2019-752 (PP) and 2019-766 (PP).

For these projects, please note the following:

- Headcounts included both full-time employees and part-time employees as of the 1/1/20 assessment date. As of the assessment date, Univertical had 68 Full Time and 4 Part-Time employees (1/2 employee).
- Salary was based on projections from the first payroll in January and included all compensation.
- Actual spending on the 2014-651 and 2016-686 projects are complete.
- Spending for 2019-752 and 2019-766 is still in progress. Project 2019-752 is estimated to complete by the end of Q2 2020. Project 2019-766 is still estimated to complete at the end of Q2 2021. However, this could change as the coronavirus situation progresses.

As of 1/1/20 Univertical had 7 open positions in the below areas:

- Chemical – 1
- CRB – 4
- Lab - 1
- Sales - 1

Univertical had planned to fill most of these open positions during the first quarter of 2020. However, our efforts have been refocused on keeping our staff safe during the existing coronavirus outbreak. We have been following the CDC guidelines and updating our processes and procedures. We still anticipate filling all open positions once the current outbreak has been stabilized.

Please let me know if you have any questions or need anything else. Please let me know the date these will be presented at council.

Sincerely,

Richele E. Orn  
Controller

203 Weatherhead Street, Angola, IN 46703  
Phone: 260-665-1500  
FAX: 260-665-1400



# COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R3 / 2-13)

Prescribed by the Department of Local Government Finance

20\_\_ PAY 20\_\_

FORM CF-1 / Real Property

## PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

### INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.1(b))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer <b>Univertical LLC</b>	County <b>Steuben</b>	
Address of taxpayer (number and street, city, state, and ZIP code) <b>203 Weatherhead Street, Angola, IN 46703</b>	DLGF taxing district number <b>076-012</b>	
Name of contact person <b>Richele Orn</b>	Telephone number <b>( 260 ) 665-7828</b>	
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body <b>City of Angola Common Council</b>	Resolution number <b>2014-651</b>	Estimated start date (month, day, year) <b>10/01/2014</b>
Location of property <b>203 Weatherhead Street, Angola, IN 46703</b>		Actual start date (month, day, year) <b>10/01/2014</b>
Description of real property improvements New Chemical Lab (40' X 40') inside of current building Bus Bar Plating Line storage building - approximately 7200 sq ft building Convert old Lab area and Tin room to new Bathrooms, Break room and Lockers		Estimated completion date (month, day, year) <b>02/28/2015</b> Actual completion date (month, day, year) <b>06/30/2015</b>
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	71	70
Salaries	3,365,530.00	4,943,235.00
Number of employees retained	71	70
Salaries	3,365,530.00	4,943,235.00
Number of additional employees	3-4	0
Salaries	90,000.00	0.00
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	3,432,287.00	
Plus: Values of proposed project	415,000.00	
Less: Values of any property being replaced		
Net values upon completion of project	3,487,287.00	
ACTUAL	COST	ASSESSED VALUE
Values before project	3,432,287.00	
Plus: Values of proposed project	709,812.00	
Less: Values of any property being replaced		
Net values upon completion of project	4,142,099.00	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative <i>Richelle Orn</i>	Title <b>Controller</b>	Date signed (month, day, year) <b>3/23/20</b>

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.1 and IC 6-1.1-12.1-5.9)

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

We have reviewed the CF-1 and find that:

- ☐ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) \_\_\_\_\_

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

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

Time of hearing

- ☐ AM  
☐ PM

Date of hearing (month, day, year)

Location of hearing

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

- ☐ Approved ☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

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

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

**COMPLIANCE WITH STATEMENT OF BENEFITS  
PERSONAL PROPERTY**

State Form 51765 (R4 / 11-18)

Prescribed by the Department of Local Government Finance

**FORM CF-1 / PP****PRIVACY NOTICE**This form contains information  
confidential pursuant to  
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

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

SECTION 1		TAXPAYER INFORMATION	
Name of taxpayer	Univertical LLC	County	Steuben
Address of taxpayer (number and street, city, state, and ZIP code)	203 Weatherhead Street, Angola, IN 46703	DLGF taxing district number	076-012
Name of contact person	Richele Orn	Telephone number	( 260 ) 665-7828

SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY	
Name of designating body	City of Angola Common Council	Resolution number	2014-651
Location of property	203 Weatherhead Street, Angola, IN 46703	Estimated start date (month, day, year)	10/01/2014
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.	ICP-MS (Mass Spectrometer) and related Chemical lab testing equipment Electronic communication devices/displays for internal communication	Actual start date (month, day, year)	10/01/2014
		Estimated completion date (month, day, year)	02/25/2015
		Actual completion date (month, day, year)	10/01/2015

SECTION 3		EMPLOYEES AND SALARIES	
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL
Current number of employees		71	70
Salaries		3,365,530.00	4,943,235.00
Number of employees retained		71	70.00
Salaries		3,365,530.00	0.00
Number of additional employees		3-4	0
Salaries		90,000.00	0.00

SECTION 4		COST AND VALUES							
		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project		8,799,495.00						117,960.00	
Plus: Values of proposed project		294,000.00						20,000.00	
Less: Values of any property being replaced									
Net values upon completion of project		9,039,495.00						137,960.00	
ACTUAL		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project		8,799,495.00						117,960.00	
Plus: Values of proposed project		293,986.00						19,315.00	
Less: Values of any property being replaced									
Net values upon completion of project		9,093,481.00						137,275.00	

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

SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER	
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted			
Amount of hazardous waste converted			
Other benefits:			

SECTION 6		TAXPAYER CERTIFICATION	
I hereby certify that the representations in this statement are true.			
Signature of authorized representative	Title	Date signed (month, day, year)	
	Controller	3/25/20	

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance <input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing <input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing	
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <input type="checkbox"/> Denied (see instruction 5 above)			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			

**COMPLIANCE WITH STATEMENT OF BENEFITS  
PERSONAL PROPERTY**

State Form 51765 (R4 / 11-16)

Prescribed by the Department of Local Government Finance

**FORM CF-1 / PP****PRIVACY NOTICE**This form contains information  
confidential pursuant to  
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

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

SECTION 1		TAXPAYER INFORMATION	
Name of taxpayer	Univertical LLC	County	Steuben
Address of taxpayer (number and street, city, state, and ZIP code)	203 Weatherhead Street, Angola, IN 46703	DLGF taxing district number	076-012
Name of contact person	Richele Orn	Telephone number	(260) 665-7828

SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY	
Name of designating body	City of Angola Common Council	Resolution number	2016-686
Location of property	203 Weatherhead Street, Angola, IN 46703	Estimated start date (month, day, year)	03/08/2016
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.	Chemical Expansion (West end inside building) 2nd Upcaster Line Plating Line equipment installation	Actual start date (month, day, year)	03/07/2016
		Estimated completion date (month, day, year)	06/30/2017
		Actual completion date (month, day, year)	09/30/2016

SECTION 3		EMPLOYEES AND SALARIES	
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL
Current number of employees		74	70.00
Salaries		3,968,000.00	4,943,235.00
Number of employees retained		74	70.00
Salaries		3,968,000.00	4,943,235.00
Number of additional employees		7	0
Salaries		210,000.00	0.00

SECTION 4		COST AND VALUES							
		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project		9,245,750.00							
Plus: Values of proposed project		1,200,000.00							
Less: Values of any property being replaced									
Net values upon completion of project		10,445,750.00							
ACTUAL		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project		9,245,750.00							
Plus: Values of proposed project		880,945.00							
Less: Values of any property being replaced									
Net values upon completion of project		10,126,695.00							

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

SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER	
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted			
Amount of hazardous waste converted			
Other benefits:			

SECTION 6		TAXPAYER CERTIFICATION	
I hereby certify that the representations in this statement are true.			
Signature of authorized representative	Title	Date signed (month, day, year)	
Richele Orn	Controller	3/25/20	



**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance <input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <input type="checkbox"/> Denied (see instruction 5 above)			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			





# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)

Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

## PRIVACY NOTICE

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

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

SECTION 1 TAXPAYER INFORMATION	
Name of taxpayer <b>Univertical LLC</b>	County <b>Steuben</b>
Address of taxpayer (number and street, city, state, and ZIP code) <b>203 Weatherhead Street, Angola, IN 46703</b>	DLGF taxing district number <b>076-012</b>
Name of contact person <b>Richele Orn</b>	Telephone number <b>( 260 ) 665-7828</b>

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body <b>City of Angola Common Council</b>	Resolution number <b>2019-752</b>	Estimated start date (month, day, year) <b>04/01/2019</b>
Location of property <b>203 Weatherhead Street, Angola, IN 46703</b>		Actual start date (month, day, year) <b>04/01/2019</b>
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. <b>Copper Sulfate Crystal Expansion: Increase Capacity, Install Automated Bagging Equipment, Improve Safety. Project Includes Tanks, Mixers, Pumps, Packaging Equipment (Robot, Bagger, Controls), Process (Control, PLC, Electric) and Plumbing (Piping, Valves, Decking)</b>		Estimated completion date (month, day, year) <b>12/31/2019</b>
		Actual completion date (month, day, year)

SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	75.5	70.00
Salaries	4,793,205.00	4,943,235.00
Number of employees retained	75.5	70.00
Salaries	4,796,205.00	4,943,235.00
Number of additional employees	1	0
Salaries	40,000.00	0.00

SECTION 4 COST AND VALUES								
AS ESTIMATED ON SB-1	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	10,067,290.00							
Plus: Values of proposed project	1,020,000.00							
Less: Values of any property being replaced								
Net values upon completion of project	11,087,290.00							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	10,067,290.00							
Plus: Values of proposed project	1,108,039.00							
Less: Values of any property being replaced								
Net values upon completion of project								

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

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative <i>Richele Orn</i>	Title <i>Controller</i>	Date signed (month, day, year) <i>3/25/20</i>

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that: <input type="checkbox"/> the property owner <b>IS</b> in substantial compliance <input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <span style="margin-left: 100px;"><input type="checkbox"/> Denied (see instruction 5 above)</span>			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)

Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

## PRIVACY NOTICE

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

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

SECTION 1		TAXPAYER INFORMATION	
Name of taxpayer	Univertical LLC	County	Steuben
Address of taxpayer (number and street, city, state, and ZIP code)	203 Weatherhead Street, Angola, IN 46703	DLGF taxing district number	076-012
Name of contact person	Richele Orn	Telephone number	( 260 ) 665-7828

SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY	
Name of designating body	City of Angola Common Council	Resolution number	2019-766
Location of property	203 Weatherhead Street, Angola, IN 46703	Estimated start date (month, day, year)	12/01/2019
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.	New manufacturing equipment to improve technology, reduce costs, add efficiency, retain jobs, and maintain manufacturing competitive advantage in the marketplace.	Actual start date (month, day, year)	12/01/2019
		Estimated completion date (month, day, year)	06/30/2021
		Actual completion date (month, day, year)	

SECTION 3		EMPLOYEES AND SALARIES	
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL
Current number of employees		70.00	70.00
Salaries		4,750,000.00	4,943,235.00
Number of employees retained		70.00	70.00
Salaries		4,750,000.00	4,943,235.00
Number of additional employees		2	0
Salaries		80,000.00	0.00

SECTION 4		COST AND VALUES						
	MANUFACTURING EQUIPMENT	R & D EQUIPMENT	LOGIST DIST EQUIPMENT	IT EQUIPMENT				
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	10,843,725.00							
Plus: Values of proposed project	4,100,000.00							
Less: Values of any property being replaced								
Net values upon completion of project	14,943,725.00							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	10,843,725.00							
Plus: Values of proposed project	750,465.00							
Less: Values of any property being replaced								
Net values upon completion of project								

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

SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER	
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted			
Amount of hazardous waste converted			
Other benefits:			

SECTION 6		TAXPAYER CERTIFICATION	
I hereby certify that the representations in this statement are true.			
Signature of authorized representative	Richele Orn	Title	Controller
		Date signed (month, day, year)	3/25/20

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

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

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance			
<input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance			
<input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing <input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing	
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <span style="margin-left: 100px;"><input type="checkbox"/> Denied (see instruction 5 above)</span>			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



# COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R3 / 2-13)

Prescribed by the Department of Local Government Finance

20 20 PAY 20 21

FORM CF-1 / Real Property

## PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

### INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.1(b))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer <b>Team Pineapple Properties, LLC</b>		County <b>Steuben</b>
Address of taxpayer (number and street, city, state, and ZIP code) <b>200 Intertech Parkway, Angola, Indiana 46703</b>		DLGF taxing district number <b>76012</b>
Name of contact person <b>Henry P. Najdeski, Legal Counsel</b>		Telephone number <b>( 260 ) 423-8835</b>
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body <b>CITY OF ANGOLA COMMON COUNCIL</b>	Resolution number <b>2017-709</b>	Estimated start date (month, day, year) <b>6-16-17</b>
Location of property <b>200 Intertech Parkway, Angola, Indiana 46703</b>		Actual start date (month, day, year) <b>6-15-17</b>
Description of real property improvements <b>Construction of new building improvements upon then - undeveloped land.</b>		Estimated completion date (month, day, year) <b>1-31-18</b>
		Actual completion date (month, day, year) <b>3-21-18</b>
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	34*	66**
Salaries	256,200.00	362,842.00
Number of employees retained	34	32
Salaries	256,200.00	157,980.00
Number of additional employees	5	34***
Salaries	150,000.00	204,862.00
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	1,638,646.00	To be determined
Less: Values of any property being replaced		
Net values upon completion of project	1,638,646.00	To be determined
ACTUAL	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	1,840,783.00	1,422,300.00
Less: Values of any property being replaced		
Net values upon completion of project	1,840,783.00	1,422,300.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted	N/A	N/A
Amount of hazardous waste converted	N/A	N/A
Other benefits:	N/A	N/A
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative 	Title <b>Authorized Representative</b>	Date signed (month, day, year) <b>4-16-20</b>

\* Figure includes 31 part-time employees.

\*\* Figure includes 58 part-time employees.

\*\*\* Figure includes 29 part-time employees.

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991**

**INSTRUCTIONS:** (IC 6-1.1-12.1-5.1 and IC 6-1.1-12.1-5.9)

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

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance			
<input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance			
<input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved <span style="margin-left: 100px;"><input type="checkbox"/> Denied (see instruction 4 above)</span>			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)  
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

## PRIVACY NOTICE

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

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

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer Angola Brokaw Theatre, LLC						County Steuben			
Address of taxpayer (street and number, city, state and ZIP code) P.O. Box 11772 Fort Wayne IN 46860						DLGF taxing district number 76-012			
Name of contact person						Telephone number			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of designating body Common Council of the City of Angola					Resolution number 14-656		Estimated start date (month, day, year) 11/04/2014		
Location of property 190 & 200 N. Public Sq. Angola IN 46703					Actual start date (month, day, year) 11/04/2014				
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. Installing new audio and video equipment as well as numerous upgrades to the theatre.					Estimated completion date (month, day, year) 08/01/2015				
					Actual completion date (month, day, year) 02/27/2016				
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL	
Current number of employees								12	
Salaries								130,379	
Number of employees retained									
Salaries									
Number of additional employees						4		12	
Salaries						85,000		130,379	
SECTION 4 COST AND VALUES									
		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Values before project									
Plus: Values of proposed project							425,000		
Less: Values of any property being replaced									
Net values upon completion of project							425,000		
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Values before project									
Plus: Values of proposed project							348,961		
Less: Values of any property being replaced									
Net values upon completion of project							348,961		
<b>NOTE:</b> The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).									
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
WASTE CONVERTED AND OTHER BENEFITS						AS ESTIMATED ON SB-1		ACTUAL	
Amount of solid waste converted									
Amount of hazardous waste converted									
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative <i>Melissa Hays</i>					Title Member		Date signed (month, day, year) April 23, 2020		

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)  
THAT WAS APPROVED AFTER JUNE 30, 1991.**

**INSTRUCTIONS: (IC 6-1.1-12-5.9)**

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner <b>IS</b> in substantial compliance			
<input type="checkbox"/> the property owner <b>IS NOT</b> in substantial compliance			
<input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
<b>HEARING RESULTS (to be completed after the hearing)</b>			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 5 above)	
Reasons for determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
<b>APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]</b>			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



**CITY OF ANGOLA**  
Prescribed by State Board of Accounts

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT**  
**MONTH ENDING MARCH 2020**

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	\$ 2,933,604.79	\$ 213,104.98	\$ 3,146,709.77	\$ 1,237,961.15	\$ 446,898.63	\$ 1,684,859.78	\$ 1,461,849.99
Petty Cash	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
Cash Change	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950.00
Police Operations	\$ 1,480.97	\$ 0.06	\$ 1,481.03	\$ 10.00	\$ -	\$ 10.00	\$ 1,471.03
Motor Vehicle Highway	\$ 866,644.23	\$ 41,974.03	\$ 908,618.26	\$ 259,652.29	\$ 91,296.11	\$ 350,948.40	\$ 557,669.86
Local Road & Street	\$ 133,148.13	\$ 6,605.24	\$ 139,753.37	\$ -	\$ -	\$ -	\$ 139,753.37
Motor Vehicle Highway Restricted	\$ 115,795.12	\$ 16,269.10	\$ 132,064.22	\$ -	\$ -	\$ -	\$ 132,064.22
Parks & Recreation Operating	\$ 552,407.05	\$ 531.56	\$ 552,938.61	\$ 145,391.24	\$ 36,512.26	\$ 181,903.50	\$ 371,035.11
Donation	\$ 139,377.11	\$ 7,165.00	\$ 146,542.11	\$ 9,620.83	\$ 4,010.12	\$ 13,630.95	\$ 132,911.16
Redevelopment General	\$ 508,867.33	\$ -	\$ 508,867.33	\$ -	\$ -	\$ -	\$ 508,867.33
Local Law Enforcement Continuing Ec	\$ 25,444.50	\$ 520.00	\$ 25,964.50	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 22,464.50
Local Road & Bridge Matching Grant	\$ 34,568.23	\$ -	\$ 34,568.23	\$ -	\$ -	\$ -	\$ 34,568.23
Rainy Day	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Hazardous Materials Response	\$ 9,954.72	\$ -	\$ 9,954.72	\$ -	\$ -	\$ -	\$ 9,954.72
LIT Public Safety	\$ 1,296,554.31	\$ 56,335.33	\$ 1,352,889.64	\$ 113,685.78	\$ 46,777.43	\$ 160,463.21	\$ 1,192,426.43
Law Enforcement Trust	\$ 2,802.70	\$ -	\$ 2,802.70	\$ 2,802.70	\$ -	\$ 2,802.70	\$ -
Cumulative Capital Improvement	\$ 72,149.28	\$ -	\$ 72,149.28	\$ -	\$ -	\$ -	\$ 72,149.28
Cumulative Capital Development	\$ 523,607.77	\$ -	\$ 523,607.77	\$ -	\$ -	\$ -	\$ 523,607.77
Park Nonreverting Capital	\$ 60,558.49	\$ 510.00	\$ 61,068.49	\$ 34,893.31	\$ -	\$ 34,893.31	\$ 26,175.18
Federal Grants Operating	\$ 5,225.71	\$ -	\$ 5,225.71	\$ 5,225.71	\$ -	\$ 5,225.71	\$ -
Park Cumulative Building	\$ 384.46	\$ -	\$ 384.46	\$ -	\$ -	\$ -	\$ 384.46
LIT Economic Development	\$ 986,705.31	\$ 48,212.50	\$ 1,034,917.81	\$ 2,501.50	\$ 14,857.50	\$ 17,359.00	\$ 1,017,558.81
Riverboat	\$ 83,395.11	\$ -	\$ 83,395.11	\$ 6,174.00	\$ -	\$ 6,174.00	\$ 77,221.11
Local Major Moves Construction	\$ 457,250.31	\$ 4,671.92	\$ 461,922.23	\$ -	\$ -	\$ -	\$ 461,922.23
Capital Projects	\$ 144,310.81	\$ -	\$ 144,310.81	\$ 337.50	\$ -	\$ 337.50	\$ 143,973.31
Water Operating & Maintenance	\$ 651,478.04	\$ 182,842.89	\$ 834,320.93	\$ 419,785.29	\$ 152,684.41	\$ 572,469.70	\$ 261,851.23
Water Sinking	\$ 572,113.37	\$ 37,052.61	\$ 609,165.98	\$ 34,815.63	\$ -	\$ 34,815.63	\$ 574,350.35
Water Improvement	\$ 2,061,037.93	\$ 2,610.00	\$ 2,063,647.93	\$ 52,224.25	\$ 1,907.36	\$ 54,131.61	\$ 2,009,516.32
Water Customer Deposit	\$ 63,870.00	\$ 2,600.00	\$ 66,470.00	\$ 3,480.00	\$ 1,780.00	\$ 5,260.00	\$ 61,210.00
Water Construction	\$ 184,166.89	\$ -	\$ 184,166.89	\$ 53,646.53	\$ -	\$ 53,646.53	\$ 130,520.36
Wastewater Operating & Maintenance	\$ 842,624.08	\$ 231,849.93	\$ 1,074,474.01	\$ 588,432.31	\$ 186,722.77	\$ 775,155.08	\$ 299,318.93
Wastewater Sinking	\$ 968,301.71	\$ 61,224.71	\$ 1,029,526.42	\$ 87,500.00	\$ -	\$ 87,500.00	\$ 942,026.42
Wastewater Improvement	\$ 1,648,512.69	\$ 29,444.27	\$ 1,677,956.96	\$ 53,459.96	\$ -	\$ 53,459.96	\$ 1,624,497.00
Wastewater Construction	\$ 20,586.18	\$ (21.91)	\$ 20,564.27	\$ 20,564.27	\$ -	\$ 20,564.27	\$ -
Escrow	\$ 56,250.00	\$ 7,300.00	\$ 63,550.00	\$ 14,400.00	\$ 200.00	\$ 14,600.00	\$ 48,950.00
Police Pension	\$ 273,872.80	\$ -	\$ 273,872.80	\$ 27,759.61	\$ 11,123.28	\$ 38,882.89	\$ 234,989.91
Payroll Withholding	\$ 799,105.31	\$ 310,104.19	\$ 1,109,209.50	\$ 774,937.09	\$ 312,671.83	\$ 1,087,608.92	\$ 21,600.58
<b>TOTAL - CASH FUNDS</b>	<b>\$ 18,597,405.44</b>	<b>\$ 1,260,906.41</b>	<b>\$ 19,858,311.85</b>	<b>\$ 3,949,260.95</b>	<b>\$ 1,310,941.70</b>	<b>\$ 5,260,202.65</b>	<b>\$ 14,598,109.20</b>
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) (8)	\$ 29,677.18	\$ 7,634.43	\$ 37,311.61	\$ -	\$ -	\$ -	\$ 37,311.61
Moneys on Deposit (interest only) (2)	\$ 3,448.72	\$ 891.33	\$ 4,340.05	\$ -	\$ -	\$ -	\$ 4,340.05
Local Major Moves Construction	\$ 2,508,621.92	\$ 2,228.34	\$ 2,510,850.26	\$ -	\$ -	\$ -	\$ 2,510,850.26
Total of Investments by Funds	\$ 2,541,747.82	\$ 10,754.10	\$ 2,552,501.92	\$ -	\$ -	\$ -	\$ 2,552,501.92
<b>TOTAL - ALL FUNDS</b>	<b>\$ 21,139,153.26</b>	<b>\$ 1,271,660.51</b>	<b>\$ 22,410,813.77</b>	<b>\$ 3,949,260.95</b>	<b>\$ 1,310,941.70</b>	<b>\$ 5,260,202.65</b>	<b>\$ 17,150,611.12</b>

**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 MARCH 2020**

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)	\$ 188,639.16	\$ -	\$ 188,639.16
Wastewater Sinking - Debt Service Reserve (20)	\$ 753,387.26	\$ -	\$ 753,387.26
Wastewater Construction (21)	\$ -	\$ -	\$ -
<u>Farmers State Bank</u>			
General Checking (3)	\$ 659,754.03	\$ (14,453.65)	\$ 645,300.38
General Savings (8)	\$ 7,037,311.61	\$ -	\$ 7,037,311.61
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,471.03	\$ -	\$ 1,471.03
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,004,340.05	\$ -	\$ 1,004,340.05
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 9,644,903.14	\$ (14,453.65)	\$ 9,630,449.49
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ 5,000,000.00
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 8637			\$ 1,874.20
Deposit in transit (3) 8639			\$ 402.15
Deposit in transit (3) 8644			\$ 4,865.48
Deposit in transit (3) 8646			\$ 919.54
Moneys on Deposit (interest only EOM)			\$ (41,651.66)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 14,598,109.20
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 2,552,501.92
TOTAL CASH BALANCE AND INVESTMENTS			\$ 17,150,611.12