

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

Monday, June 15, 2020 – 1:00 p.m.

To connect to this virtual meeting call 1-219-293-4381 ID 740 422 695#

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 June 1 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1637-2020. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – SICK LEAVE. (third reading) (attachment)
2. Public hearing regarding the proposed additional appropriations of \$60,000 for the General Fund and \$117,200 for the Local Road and Bridge Matching Grant Fund.
 - Ordinance No. 1638-2020. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA GENERAL AND LOCAL ROAD & BRIDGE MATCHING GRANT FUNDS. (City Hall) (second and third readings) (attachment)
3. Public hearing regarding the proposed appropriation reductions of \$209,800 for the Motor Vehicle Highway Fund and \$900,000 for the LIT – Economic Development Fund.
 - Ordinance No. 1639-2020. APPROPRIATION REDUCTION ORDINANCE FOR THE MOTOR VEHICLE HIGHWAY AND LIT-ECONOMIC DEVELOPMENT FUNDS. (second and third readings) (attachment)
4. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1640-2020. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE. (residential charge from \$14.50 to \$14.75) (first reading) (attachment)

2. Ordinance No. 1641-2020. AN ORDINANCE ADDING "REGULATION OF CONSUMER FIREWORKS" TO THE ANGOLA MUNICIPAL CODE. (first reading) (attachment)
3. Resolution No. 2020-779. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE LAW ENFORCEMENT CONTINUING EDUCATION FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (attachment)
4. Review and determine if Baril Coatings USA, LLC located at 401 Growth Parkway is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements and Personal Property. (Res. No. 756; real estate 10 years and personal property five years) (attachment)
5. Request approval of the Letter Agreement Amendment for Biosolids Improvements with Jones & Henry Engineers, Ltd. not to exceed \$327,200. (attachment)
6. Request approval of the Corsica Technologies Proposals starting July 1, 2020 for a three-year contract term for...
 - Managed IT Services for the monthly recurring total of \$11,699 with a onetime Onboarding Services fee of \$5,000; and
 - Managed Security Services and Add-On Security Services for the monthly recurring total of \$4,780.50...contingent upon Master Terms liability language changes requested by City Attorney Shoup. (attachment)
7. Request approval of the City of Angola Façade Grant Agreement not to exceed \$5,000 with Hanson Properties, LLC for improvements at 110 West Maumee Street. (The Venue) (attachment)
8. Request approval of the City of Angola Façade Grant Agreement not to exceed \$5,000 with En-Trust LLC for improvements at 15 South Public Square. (attachment)
9. The Clerk-Treasurer's Depository Statement and Cash Reconciliation for month ending May 2020 is presented for Council information. (attachment)
10. Reports:
 - Clerk-Treasurer
 - Department heads
11. Request approval of the Allowance of Accounts Payable Vouchers 46333 through 46587 totaling \$1,177,812.74 which includes interfund transfers of \$121,872.75. (separate attachment)

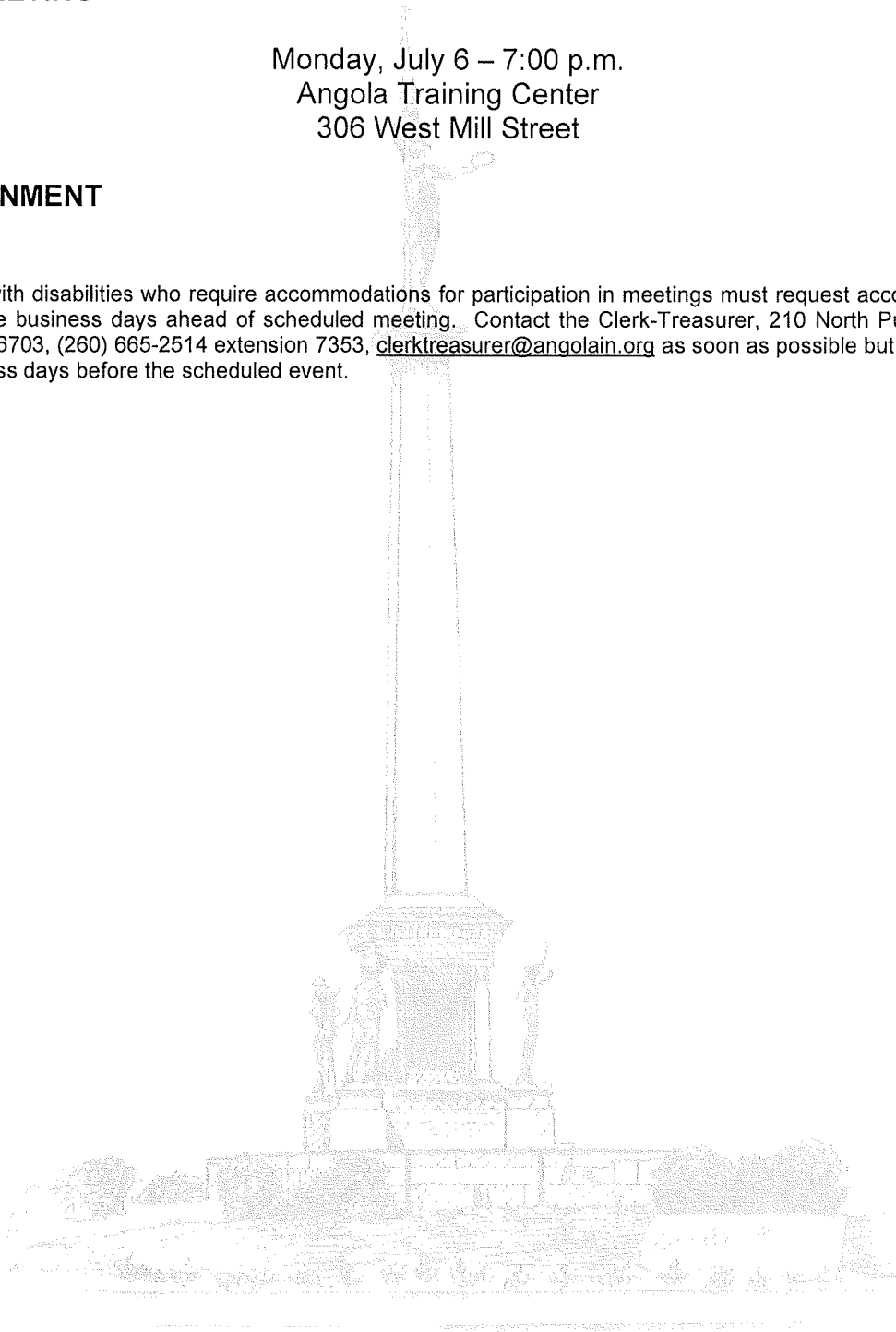
12. Other new business.

NEXT MEETING

Monday, July 6 – 7:00 p.m.
Angola Training Center
306 West Mill Street

ADJOURNMENT

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



JUNE 1, 2020

A regular meeting of the Common Council of the City of Angola, Indiana was called to order at 1:00 p.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 answered roll call and participated by virtual conference (Microsoft Teams) pursuant to Governor Eric J. Holcomb's and Mayor Richard M. Hickman's Executive Orders. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

REMARKS BY THE MAYOR

Mayor Hickman remarked that department heads and city employees are doing a great job getting us through and providing city services citizens expect during the COVID-19 pandemic. We could not be prouder and really appreciate what they do.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the May 18, 2020 minutes. Council Member Crum seconded the motion. On call of the vote, the motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1633-2020, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYMENT POLICIES – EQUIPMENT, TOOLS AND MACHINES, was read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member Armstrong seconded the motion. On call of the roll, the motion to approve the ordinance on third and final reading carried 5-0. (add telecommunications device hands free policy and assistant fire chief commute vehicle)

Ordinance No. 1634-2020, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – SICK LEAVE, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Crum seconded the motion. On call of the roll, the motion to approve on second reading carried 5-0. (For purposes of adoption, this ordinance is now numbered 1637-2020 pursuant to Angola Municipal Code, Common Council Meetings – Rule 23.)

Ordinance No. 1635-2020, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA BY CHANGING THE LAND USE CLASSIFICATION OF A CERTAIN AREA DESCRIBED HEREIN FROM SMALL TO MEDIUM GENERAL COMMERCIAL (C1) DISTRICT AND TO REZONE TO INSTITUTIONAL (IS) DISTRICT, was read by title and presented to Council on second reading. Council Member Martin having reviewed the findings of the Plan Commission and taking into

account the comprehensive plan, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member Crum seconded the motion. On call of the vote, the motion to approve on second reading carried 5-0. Ordinance No. 1635-2020 was then read by title and presented to Council on third and final reading. Council Member Martin having reviewed the findings of the Plan Commission and taking into account the comprehensive plan, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member Crum seconded the motion. On call of the vote, the motion to approve on third and final reading carried 5-0. (VanGordon and Wilson) (For purposes of adoption, this ordinance is now numbered 1634-2020 pursuant to Angola Municipal Code, Common Council Meetings – Rule 23.)

Ordinance No. 1636-2020, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA BY CHANGING THE LAND USE CLASSIFICATIONS OF THE CERTAIN AREA DESCRIBED HEREIN MEDIUM TO LARGE GENERAL COMERCIAL (C2) DISTRICT TO SMALL TO MEDIUM GENERAL COMERCIAL (C1) DISTRICT, was read by title and presented to Council on second reading. Council Member Crum moved to approve. Council Member McDermid seconded the motion. On call of the vote, the motion to approve on second reading carried 5-0. Ordinance No. 1636-2020 was then read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. On call of the vote, the motion to approve on third and final reading carried 5-0. (Meijer Stores General Partnership; along North Wayne Street) (For purposes of adoption, this ordinance is now numbered 1635-2020 pursuant to Angola Municipal Code, Common Council Meetings – Rule 23.)

NEW BUSINESS

Ordinance No. 1637-2020, AN ORDINANCE ESTABLISHING PAID LEAVE UNDER THE FEDERAL FAMILIES FIRST CORONAVIRUS RESPONSE ACT. was read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member Armstrong seconded the motion. On call of the vote, the motion to approve on first reading carried 5-0. Council Member Martin moved to poll the Council for unanimous consent and moved to waive Common Council Meetings- Rule 22 to allow second and third readings. Council Member McDermid seconded the motion. On call of the vote, the motion to suspend Common Council Meetings- Rule 22 carried 5-0. Ordinance No. 1637-2020 was then read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Martin seconded the motion. On call of the vote, the motion to approve on second reading carried 5-0. Ordinance No. 1637-2020 was then read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. On call of the vote, the motion to approve on third and final reading

carried 5-0. (For purposes of adoption, this ordinance is now numbered 1636-2020 pursuant to Angola Municipal Code, Common Council Meetings – Rule 23.)

Ordinance No. 1638-2020 ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA GENERAL AND LOCAL ROAD & BRIDGE MATCHING GRANTS FUNDS, was read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. Discussion followed. On call of the vote, the motion to approve on first reading carried 5-0.

Ordinance No. 1639-2020 APPROPRIATION REDUCTION ORDINANCE FOR THE MOTOR VEHICLE HIGHWAY AND LIT-ECONOMIC DEVELOPMENT FUNDS, was read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. Discussion followed. On call of the vote, the motion to approve on first reading carried 5-0.

Resolution No. 2020-776, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MAUFACTURING EQUIPMENT AND NEW LOGISTICAL REHABILITATION OF REAL ESTATE IMPROVEMENTS, ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for approval. Isaac Lee, Executive Director of the Steuben County Economic Development Corporation, and Susie Saunders, Controller for Baril Coatings USA, LLC, spoke on behalf of the project reporting that that it will lead to almost doubling the employment capacity. Council Member Crum moved to approve. Council Member Olson seconded the motion. On call of the vote, the motion to approve carried 5-0. (409 Hoosier Drive; real estate 10 years and personal property five years)

Resolution No. 2020-777, 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, was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member Armstrong seconded the motion. On call of the vote, the motion to approve carried 5-0. (Clerk-Treasurer)

Resolution No. 2020-778, A RESOLUTION ROVIDING FOR THE TRANSFER OF CASH TO THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member Crum seconded the motion. On call of the vote, the motion to approve carried 5-0.

Council was asked to review and determine if Town Center Development, LLC located at 190 and 200 North Public Square is or is not in substantial compliance with the Statement

of Benefits for Real Estate Improvements. Council Member Martin moved to find in substantial compliance. Council Member McDermid seconded the motion. On call of the vote, the motion carried 5-0. (Resolution No. 656; five years, ends 2020 pay 2021)

Council considered the 2021 funding request from Steuben County Economic Development Corporation in the amount of \$59,430. Executive Director Isaac Lee stated that the fee for services is remaining the same from the 2020 agreement and highlighted the accomplishments of the Corporation from the last year. Councilmember Olson moved to approve the request. Councilmember Armstrong seconded the motion. On call of the vote, the motion carried 5-0.

Council then considered the request from Republic Services for a rate adjustment of 1.31% on the Municipal Solid Waste and Recycling Material contract beginning July 1, 2020. Council Member Martin moved to approve the request. Council Member McDermid seconded the motion. On call of the vote, the motion carried 5-0.

Council then considered the request to approve the Wessler Engineering Proposal for Professional Services for Wastewater Improvements in the amount of \$147,000. Wastewater Superintendent reported that this contract is designed to position the utility to take advantage of any funding opportunities from future federal stimulus that includes infrastructure. . The contract does not include bidding or construction assistance but is intended to get projects shovel ready. Council Member Martin moved to approve the request. Council Member Crum seconded the motion. On call of the vote, the motion carried 5-0. (Preliminary Engineering Report for the State Revolving Fund and various project design services.)

DEPARTMENT HEAD REPORTS

City Engineer Cope reported that INDOT is restriping North Wayne Street and US 20. They are correcting the area of concern at North Wayne Street and Growth Parkway by installing an extended left turn lane.

Economic Development and Planning Director Likes reported the Plan Commission will hold two public hearings at their June 22 meeting.

Wastewater Superintendent Williams informed Council that screened compost is available outside the plant fence for free to self-load anytime 24/7. Wastewater staff can load for anybody needing assistance during business hours for \$10 per yard.

Police Chief Hamblen reported that there was a rally/protest the previous evening downtown. The event went on without any incidents, but the department was well prepared if there had been. There have been several requests by people to do similar events. They have been directed to Downtown Services Director Maria Davis. An ordinance for parades and special events is being drafted. It will include fees and put financial responsibility on

event organizers. A firework use ordinance that will prohibit use in the City except during certain dates and times will be on the next Council agenda.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Armstrong moved to approve the Allowance of Accounts Payable Vouchers 46223 through 46332 totaling \$395,941.37. Council Member Martin seconded the motion. On call of the vote, the motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 1:56 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1637-2020

**AN ORDINANCE AMENDING THE
CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK,
EMPLOYEE BENEFITS – LEAVE PROGRAMS – SICK LEAVE**

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. Employee Benefits – Leave Programs – Sick Leave is amended to read:

The City provides a sick leave program for all full-time employees. The sick leave program is designed to assist the employee with the continuation of wages in the case of illness or injury. Employees are expected to manage their sick leave effectively to ensure a positive balance to provide a safety net if illness or injury should occur.

Employees will be credited with one (1) workday of sick leave for each full calendar month of work. ~~in which the employee has accumulated (used) no more than seven (7) hours of sick leave.~~ Earned sick leave is credited to your “sick leave account” on the first of each month and current balances are shown on your payroll stub. Newly hired employees are awarded sick time beginning on the first of the month following one (1) full month of employment.

For the purposes of this policy, a workday is equal to the number of hours an employee would work on a routinely scheduled workday.

Employees may take paid sick leave in increments as little as one-quarter (1/4) hour. Approval of leave requests is the responsibility of your supervisor.

The maximum balance allowable in an employee’s sick leave account is ninety (90) workdays.

Paid sick leave may be requested for the following circumstances:

- Illness, injury, pregnancy or childbirth-related conditions of the employee which renders the employee unable to work,
- To provide care for a member of the employee’s immediate family during illness, injury, pregnancy or pregnancy-related condition,
- Adoption or adoption-related obligations where the employee’s presence is reasonably required, or
- Exposure of the employee or a member of the employee’s immediate family to a contagious disease which could potentially jeopardize the health of the employee or others in the workplace.
- Medical, dental, vision or other health-related exams or appointments of the employee or a member of the employee’s immediate family where the employee’s

ORDINANCE NO. 1637-2020

presence is reasonably required, and the appointment could not be made during an employee's non-work time.

- In the event of a declared emergency. Refer to Page 30 of the Employee Handbook for information.

For the purposes of this policy, immediate family is defined as the employee's spouse, child or stepchild, parent or stepparent, brother or brother-in-law, sister or sister-in-law, parent-in-law or child-in-law, grandparent or grandchild or in legal guardianship cases.

At the request of your supervisor, employees should complete a Request for Leave form 11-018. Forms are available in your department or on the Common Drive in the Human Resources folder.

The City reserves the right to request any and all appropriate documentation to substantiate any request or to investigate in order to approve payment of sick leave. Should investigation reveal improper, misleading or fraudulent use or paid sick leave, the employee will be subject to disciplinary action, up to and including discharge.

Employees who retire from employment with the City are eligible to receive payment for any unused sick time. Retiring employees will receive ten dollars (\$10.00) for each full day of unused sick time up to a maximum of ninety (90) days. Failure to meet the requirements for notification of retirement in Section B of this handbook will cause forfeiture of any payment for unused sick time.

Sick leave is not considered work time and does not apply toward the calculation of overtime.

Section 2. Effective date.

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

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.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1637-2020

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 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

ORDINANCE NO. 1638-2020

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA GENERAL AND LOCAL ROAD &
BRIDGE MATCHING GRANT FUNDS**

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

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

	<u>Amount Requested</u>	<u>Amount Approved</u>
Fund Name: General		
Department: City Hall		
Services and Charges	\$60,000	\$60,000
Local Road & Bridge Matching Grant Fund		
Services & Charges	\$81,490	\$81,490
Capital Outlays	<u>\$35,730</u>	<u>\$35,730</u>
Total	\$117,220	\$117,220

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

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

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1638-2020

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 July 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2020.

Richard M. Hickman, Mayor

ORDINANCE NO. 1639-2020

**APPROPRIATION REDUCTION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA MOTOR VEHICLE HIGHWAY AND
LIT- ECONOMIC DEVELOPMENT FUNDS**

WHEREAS, the Common Council has determined that it is now necessary to reduce appropriations in certain budgets than was appropriated in the 2020 annual budget;

NOW, THEREFORE, be it hereby ordained by the Common Council of the City of Angola, Steuben County, Indiana:

Section 1. Certain existing appropriations now have unobligated balances that will not be needed for the purposes for which appropriated, it is hereby ordained that the following existing appropriations be reduced in the following amounts:

	Reduction Amount <u>Requested</u>	Reduction Amount <u>Approved</u>
Motor Vehicle Highway Fund		
Services & Charges	\$134,300	\$134,300
Capital Outlays	<u>\$75,500</u>	<u>\$75,500</u>
Total	\$209,800	\$209,800
LIT Economic Development Fund		
Capital Outlays	\$900,000	\$900,000

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

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

Richard M. Hickman, Mayor
Presiding Officer

ORDINANCE NO. 1639-2020

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 July 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2020.

Richard M. Hickman, Mayor

ORDINANCE NO. 1640-2020

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

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

WHEREAS, said contract cost per unit for residential users is \$14.50;

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

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

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

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

(B) Charge – Billing. Each owner, tenant or occupant of such residence shall pay to the city \$14.75 per month for such collection service, and such charge shall be added to and paid along with each utility bill. If there is no meter at any residence, the solid waste charge shall be billed to the owner, tenant or occupant.

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

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

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1640-2020

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 July 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2020.

Richard M. Hickman, Mayor

ORDINANCE NO. 1641-2020

**AN ORDINANCE ADDING "REGULATION OF CONSUMER FIREWORKS"
TO THE ANGOLA MUNICIPAL CODE**

WHEREAS, unrestricted use of consumer fireworks constitutes a danger to the public health, safety, and welfare; and

WHEREAS, unrestricted use of consumer fireworks may cause injuries to members of the public; and

WHEREAS, unrestricted use of consumer fireworks disturbs the peaceful use and enjoyment of property by Angola residents; and

WHEREAS, the Indiana Code permits a municipality to adopt an ordinance concerning the use of consumer fireworks within its corporate limits; and

WHEREAS, said Code states an ordinance adopted by the municipality concerning the use of consumer fireworks may not be more lenient than a rule adopted by a state agency concerning the use of fireworks;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that a chapter titled "Regulation of Consumer Fireworks" shall be added to the Angola Municipal Code as follows:

Section 1. Definition – consumer fireworks.

For the purposes of this chapter, "consumer fireworks" shall mean consumer fireworks as defined by IC 22-11-14-1.

Section 2. Days and hours of use.

(A) Consumer fireworks may not be used, ignited or discharged within the corporate limits of the city except during the following times:

- (1) Between 5:00 p.m. and two hours after sunset on June 29, June 30, July 1, July 2, July 3, July 5, July 6, July 7, July 8, and July 9;
- (2) Between the hours of 10:00 a.m. and 12:00 midnight on July 4; and
- (3) Between the hours of 10:00 a.m. on December 31 and 1:00 a.m. on January 1.

Section 3. Exemptions.

This chapter shall not be construed to prohibit the use of fireworks for ceremonial purposes in athletics or sports, use by military organizations, or use of indoor pyrotechnics special effects material.

Section 4. Violations.

Any person, firm or corporation violating the terms of this chapter shall be fined as provided in Chapter 1.15 AMC.

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

Richard M. Hickman, Mayor
Presiding Officer

ORDINANCE NO. 1641-2020

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 July 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2020.

Richard M. Hickman, Mayor

RESOLUTION NO. 2020-779

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS
FOR THE CITY OF ANGOLA FOR THE LAW ENFORCEMENT CONTINUING
EDUCATION 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:

LAW ENFORCEMENT CONTINUING EDUCATION FUND
\$6,800.00 from 233-370.00-00432.30 Travel Expense
\$6,800.00 to 233-370.00-00423.30 Small Tools and Minor Equipment

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 15th day of June 2020 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of June 2020.

Debra A. Twitchell, Clerk-Treasurer

RESOLUTION NO. 2020-779

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of June 2020.

Richard M. Hickman, Mayor



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 5176G (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 BARIL COATINGS USA, LLC	County STEUBEN
Address of taxpayer (number and street, city, state, and ZIP code) 401 GROWTH PARKWAY, ANGOLA, IN 46703	DLGF taxing district number 76-012
Name of contact person JOSEPH RABENSTEINE	Telephone number (260) 665-8431

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body COMMON COUNCIL OF THE CITY OF ANGOLA	Resolution number 2019-756	Estimated start date (month, day, year) 6/01/2019
Location of property 401 GROWTH PARKWAY, ANGOLA, IN 46703		Actual start date (month, day, year) 8/01/2019
Description of real property improvements 20,000 square foot new warehouse construction and redesign of existing space to accommodate new basket mills and production equipment.		Estimated completion date (month, day, year) 11/30/2019
		Actual completion date (month, day, year)

SECTION 3 EMPLOYEES AND SALARIES			
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL
Current number of employees		38	41
Salaries		2,165,389	2,218,221
Number of employees retained		38	38
Salaries		2,165,389	2,165,389
Number of additional employees		5	3
Salaries		200,000	52,832

SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	675,000	382,800
Plus: Values of proposed project	1,500,000	
Less: Values of any property being replaced	0	
Net values upon completion of project	2,200,000	
ACTUAL	COST	ASSESSED VALUE
Values before project	674,962	382,800
Plus: Values of proposed project		
Less: Values of any property being replaced		
Net values upon completion of project	674,962	382,800

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>Joseph F. Rabensteine</i>	Title Controller	Date signed (month, day, year) 5-27-2020

**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 6-1.1-12.1-5.1 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 / 11-16)

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 BARIL COATINGS USA, LLC						County STEBEN			
Address of taxpayer (street and number, city, state and ZIP code) 401 GROWTH PARKWAY ANGOLA IN 46703						DLGF taxing district number 76-012			
Name of contact person JOSEPH RABENSTEINE						Telephone number 260-665-8431			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of designating body COMMON COUNCIL OF THE CITY OF ANGOLA				Resolution number 2019-756		Estimated start date (month, day, year) 06/01/2019			
Location of property 401 GROWTH PARKWAY ANGOLA IN 46703						Actual start date (month, day, year) 07/31/2019			
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. THREE (3) NEW BASKET MILLS AND ADDITIONAL MIXING AND PRODUCTION EQUIPMENT						Estimated completion date (month, day, year) 12/31/2021			
						Actual completion date (month, day, year) / /			
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL	
Current number of employees						35		41	
Salaries						2,165,389		2,165,389	
Number of employees retained						38		34	
Salaries						2,165,389		2,165,389	
Number of additional employees						5		3	
Salaries						200,000		52,817	
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	2,165,389								
Less: Values of any property being replaced									
Net values upon completion of project	2,165,389								
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Values before project									
Plus: Values of proposed project	17,805	31,123							
Less: Values of any property being replaced									
Net values upon completion of project	17,805	31,123							
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 Joseph F. Rabenstein					Title Controller		Date signed (month, day, year) 5-29-2020		

**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:

- ☐ 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.

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 5 above)

Reasons for 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.

Baril Coatings USA, LLC
401 Growth Pkwy
Angola, IN 46703

Attachment to Form CF-1

Qualified Equipment Additions

<u>Description</u>	<u>Cost</u>	<u>In Service Date</u>
Beginning values through 5/31/19	<u>\$ -</u>	
6/1/19 - 12/31/19		
Basket Mills Installation	6,850.00	07/31/19
Basket Mills Installation	10,218.00	07/31/19
Basket Mills	60,739.55	07/31/19
Disposals	-	
Subtotal	<u>\$ 77,807.55</u>	

**** Limited to \$200,000 per resolution**



Jones & Henry
ENGINEERS, LTD.

Fluid thinking®
2420 N. Coliseum Boulevard, Suite 214, Fort Wayne, IN 46805
Phone: 260.482.1920 **JHEng.com**

June 9, 2020

Mr. Craig A. Williams, Superintendent
City of Angola
1095 Redding Road
Angola, IN 46703

Subject: Letter Agreement Amendment,
LAA 2-20 to Engineering Services Agreement,
Biosolids Improvements

The Engineering Service Agreement dated October 18, 2004 is hereby amended as follows:

ENGINEER shall provide services to the OWNER:

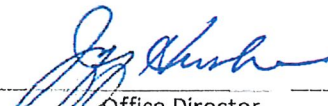
- Preliminary Engineering Report Supplement and Design and specifications for components as outline in the correspondence dated 5-28-2020 and attached:
- Jones & Henry Engineers will perform the work on a time and expense basis in accordance with the attached Appendix A of the ESA for the estimated not to exceed fee of \$327,200 without authorization from the City.
- Estimates of services by job classification:
 - 180 hrs. Principal 60 hrs. Senior Project Manager
 - 1100 hrs. Senior Engineering staff 700 hrs. Senior Draftsman
 - 360 hrs. Project Assistants and Administrative Support staff

OWNER shall pay the ENGINEER for the services on a time and expense basis in accordance with the attached Appendix A of the Engineering Service Agreement. The total cost of services provided under this agreement shall not exceed \$327,200.00 without the OWNER'S prior approval.


The above Scope and Cost of Services are hereby agreed to by:

JONES & HENRY ENGINEERS, LTD.

City of Angola, Indiana



Office Director



Officer

By: _____

Mayor

Council



Jones & Henry
ENGINEERS, LTD.

Fluid thinking®

2420 N. Coliseum Boulevard, Suite 214, Fort Wayne, IN 46805
Phone: 260.482.1920 JHeng.com

May 28, 2020

Mr. Craig A. Williams, Superintendent
City of Angola
1095 Redding Road
Angola, IN 46703

Subject: Letter Agreement Amendment,
LAA 2-20 to Engineering Services Agreement,
Biosolids Improvements

Dear Mr. Williams:

Jones & Henry Engineers is pleased to submit our proposal for Biosolids Improvements. We understand the City wishes to improve the Biosolids Handling and Composted Biosolids Program by reducing operational costs and increase composted biosolids products available to city residents.

It is the desire of the City to complete PHASE 1 and PHASE 2 as listed below in a condensed timeline in order to be able to move quickly and effectively towards infrastructure funding opportunities that may occur similar to the recently passed CARES Act and COVID-19 economic assistance programs.

Our proposed services included:

PHASE 1 / PER supplemental support

- Final Project memorandum with City based upon Draft Memorandum of 5-27-2020
- Review of the existing biosolids records and annual production volume.
- Review of existing structures and operations and recommend improvements to increase efficiency and reduce operational costs.
- Develop preliminary budgetary estimates
- Present solutions and alternatives for review and approval of alternatives by City staff. Meet for review and input from City staff in preparation for engineering design, specifications and technical drawings to be provided in PHASE 2. Develop Evaluation and written content for inclusion with a DRAFT PER being completed by the City of Angola and Others.

Current timeline requirements would expect PHASE 1 services related to Draft PER evaluations to be complete 4 weeks from the Notice to Proceed.

Draft revisions and Final PER supplements from Jones & Henry should be completed 3 weeks from receipt of Draft PER comments.

Mr. Craig A. Williams, Superintendent
May 28, 2020
Page 2

Upon receipt of Draft PER comments, PHASE 2, Preliminary Design will begin.

PHASE 2 / DESIGN

- Develop Plans and specifications for (3) new Structures and improvements to (1) existing structure to provide Biosolids production improvements, equipment storage facilities, Biosolids / Composted storage and screening, and Biosolids Compost product loading and receiving for City residents.
- Initial estimates of facilities needed as provided by the City:
 - Biosolids existing discharge pad / cover improvements to structure / extended conveyor
 - 7500 sq. ft. equipment storage building on slab w/ appropriate OHD and man-doors
 - 15000 sq. ft. pavilion for cooling and screening of compost / covered storage / stone base / structure and load design for future solar option
 - 4800 sq. ft. pavilion for loading and receiving by public / stone base

60% Design Review with City for comments and revisions within 8 weeks of receiving Draft PER comments.

Final Design and specifications for Review and approval by City within 6 weeks of Preliminary Design comments.

These are projects needed by the City that could benefit from unique funding opportunities. Regardless, these are projects needed by the City and the intent is to complete design and specifications to be prepared for future budget planning and more traditional funding sources.

Engineering Fees

Jones & Henry Engineers will perform the work on a time and expense basis in accordance with the attached Appendix A of the ESA for the estimated not to exceed fee of \$327,200 without authorization from the City.

Estimates of services by job classification:

180 hrs. Principal	60 hrs. Senior Project Manager
1100 hrs. Senior Engineering staff	700 hrs. Senior Draftsman
360 hrs. Project Assistants and Administrative Support staff	

If you have any questions, please do not hesitate to contact me by phone or email: jhersha@jheng.com.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

Jeffrey M. Hersha



Fort Wayne Office Director

JMH/bjm



Jones & Henry Engineers, Ltd.

EXHIBIT A Of Engineering Service Agreement

Hourly Billing Rate Schedule, (including overhead) – 2020

Schedule of Charges

Classification	Hourly Rate
Principal	\$183
Director / Senior Project Manager	\$175
Project Manager	\$155
Senior Engineer	\$165
Project Engineer	\$130
Engineer	\$115
O&M Specialists	\$125
Senior Construction Services Specialist	\$120
Construction Services Specialist	\$105
Information Systems Specialist	\$110
Designer, Senior Technician	\$107
Technician	\$95
Project Assistant	\$75
Administrative Assistant/Librarian	\$70
Intern	\$55

For expenses incurred in the work for travel, subsistence, toll telephone calls, fax, printing, copying, etc., the actual cost plus ten percent (10%) thereof.

The time and expense fees shall be payable monthly, each payment being equal to the amount earned during the preceding month.

The above billing rates are subject to change on an annual basis.

All services will be performed by or under the direct supervision of a professional engineer. The standard of care for all professional engineering performed by Jones & Henry Engineers, Ltd. will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. Jones & Henry makes no warranties, express or implied, in connection with the services described in this proposal.



PROPOSAL

Prepared by Jon Stauffer
Phone 260-432-1364 x254
Email jstauffer@corsicatech.com

Customer Sold To

City Of Angola
Nathan Armstrong
210 N. Public Square
Angola, IN 46703

Phone (260) 668-0785
Fax (260) 665-9164
Email Narmstrong@angolain.org

Customer Ship To

City Of Angola
Nathan Armstrong
210 N. Public Square
Angola, IN 46703

Phone (260) 668-0785
Fax (260) 665-9164
Email Narmstrong@angolain.org

Quote Date	Quote Expires	Quote Number	Start Date	Contract Term
Jun 9, 2020	Jul 1, 2020	CORQ2418	Jul 1, 2020	3 Year
Item	Description	Unit Price	Qty	Ext. Price
Managed IT Services				
Managed IT for Endusers	Help Desk Support for Endusers 24x7x365 Field Support for Endusers Network Operations Center (NOC) for Endusers Managed Antivirus for Endusers Managed Patching for Endusers Managed Cloud Backups for Endusers Workstation Replacement Phish Testing for Endusers Priced per Workstation.	\$85.00	103	\$8,755.00
Managed IT Services for Servers	Help Desk Support for Servers 24x7x365 Field Support for Servers Network Operations Center (NOC) for Servers Managed Antivirus for Servers Managed Patching for Servers Managed Cloud Backups for Servers Priced per Server.	\$125.00	21	\$2,625.00
Managed IT Services for Sites	Help Desk Services for Sites Field Support for Sites Network Operations Center (NOC) for Sites Priced per Site.	\$165.00	5	\$825.00
Secure Internet Gateway	Secure Internet Gateway, per Endpoint	\$2.25	124	\$279.00
Managed Firewall	Management of a Supportable, Client-Owned Firewall. Priced per Firewall.	\$55.00	1	\$55.00
Managed Switch	Management of a Supportable, Client-Owned Switch. Priced per Switch.	\$55.00	19	\$1,045.00
Managed Wireless Access Point	Management of a Supportable, Client-Owned Wireless Access Point. Priced per WAP.	\$25.00	2	\$50.00

SubTotal

\$13,634.00

Discounts

Discount ITSM-3 Yr Commitment	Discount-ITSM-3 Yr Commitment	-\$1,935.00	1	-\$1,935.00
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Onboarding Services

Professional Services	Onboarding Implementation Services	\$5,000.00	1	\$5,000.00
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Non-Recurring Total \$5,000.00**Monthly Recurring Total \$11,699.00**

Any applicable service tax will be calculated on final invoice

- ☐ Credit Card Purchase (purchase amount \$16,699.00), [plus \$11,699.00 monthly]
☐ Check Purchase (purchase amount \$16,699.00), [plus \$11,699.00 monthly]
☐ eCheck/ACH Purchase (purchase amount \$16,699.00), [plus \$11,699.00 monthly]

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms located at www.CorsicaTech.com, (ii) applies only to the Services or Products described in this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the Master Terms, and any other written documents attached hereto or incorporated herein are the "Agreement". By signing below, you represent and warrant that you are authorized and hereby bind the Client to the terms of this Agreement.

Signed: _____ Dated: _____



PROPOSAL

Prepared by Jon Stauffer
Phone 260-432-1364 x254
Email jstauffer@corsicatech.com

Customer Sold To

City Of Angola
Nathan Armstrong
210 N. Public Square
Angola, IN 46703

Phone (260) 668-0785
Fax (260) 665-9164
Email Narmstrong@angolain.org

Customer Ship To

City Of Angola
Nathan Armstrong
210 N. Public Square
Angola, IN 46703

Phone (260) 668-0785
Fax (260) 665-9164
Email Narmstrong@angolain.org

Quote Date	Quote Expires	Quote Number	Start Date	Contract Term
Jun 9, 2020	Jul 1, 2020	CORQ2419	Jul 1, 2020	3 Year
Item	Description	Unit Price	Qty	Ext. Price
Managed Security Services				
DataDefend Base Non-PCI Ingestion	Base Non-PCI Ingestion Package (250 GB - 30 days onsite), SIEM, 1 Sensor, 1 Appliance, 1 Year Log Archival, Network IDS, 1 Domain Dark Web Monitoring, Quarterly Compliance Review, Real-Time Threat Alerts, Office 365 Email Security Monitoring, 24x7x365 SOC Monitoring and Response	\$1,520.00	1	\$1,520.00
Upgrade of Base Non-PCI to 500 GB	Upgrade of Base Non-PCI to 500 GB	\$650.00	1	\$650.00
DataDefend Agent, per Endpoint	Endpoint Detection and Response, 24x7x365 SOC monitoring, Real-time threat alerts. Priced per Endpoint.	\$21.00	124	\$2,604.00
SubTotal				\$4,774.00
Discounts				
Discount Cyber-3 Yr Commitment	Discount-Cyber-3 Yr Commitment	-\$478.00	1	-\$478.00
Add-On Security Services				
Managed Security Awareness	Managed Security Awareness Training / Testing, per employee (minimum 25)	\$4.25	114	\$484.50

Non-Recurring Total \$0.00

Monthly Recurring Total \$4,780.50

Any applicable service tax will be calculated on final invoice

-
- [] Credit Card Purchase (purchase amount \$4,780.50), [plus \$4,780.50 monthly]
 - [] Check Purchase (purchase amount \$4,780.50), [plus \$4,780.50 monthly]
 - [] eCheck/ACH Purchase (purchase amount \$4,780.50), [plus \$4,780.50 monthly]

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms located at www.CorsicaTech.com, (ii) applies only to the Services or Products described in this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the Master Terms, and any other written documents attached hereto or incorporated herein are the "Agreement". By signing below, you represent and warrant that you are authorized and hereby bind the Client to the terms of this Agreement.

Signed: _____ Dated: _____



Master Terms

An abstract network diagram in the bottom right corner of the page. It consists of several light blue lines of varying lengths and angles, some ending in small circles, creating a complex, interconnected pattern that resembles a circuit board or a data network.

Business Challenges.
IT Solutions.

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A. Overview

These MASTER TERMS (the "Master Terms") set forth the terms and conditions between Corsica Technologies, LLC, a Delaware limited liability company with offices at 2977 4H Park Rd, Suite 204, Centreville, MD 21617 ("Corsica") and the party entering into any Order subject to these Master Terms as described below (the "Client"). PLEASE READ THESE TERMS CAREFULLY.

These Master Terms apply to all Corsica Services purchased, while Service Agreements will define any terms and conditions additional to these and specific to Services or bundles of Services. These Master Terms and the Service Agreements constitute the entire Agreement of Corsica and Client, and are also incorporated in full by reference. Corsica may from time to time modify these documents when we implement improvements to our services and seek to bring further clarity to our service descriptions and terms. Existing Clients will be notified via our Client Portal when any of our previously published Agreement documents have changed.

1. Definitions

- "Agreement" shall mean each separate Order combined with these Master Terms to form a separate agreement between the parties as further set forth in Section A.3 below.
- "Client Materials" shall have the meaning set forth in Section F.2 below.
- "Corsica Materials" shall have the meaning set forth in Section F.2 below.
- "Order" shall mean an order for Products and/or Services agreed upon between the parties as further set forth in Section A.3 below.
- "Product" means third-party products purchased by Client from Corsica pursuant to an applicable Order.
- "Professional Services" means any Services outside of or in addition to the Subscription Services provided to the Client on an ad hoc basis mutually agreed by the parties or for which the parties have agreed upon an Order specifying the scope of services or statement of work.
- "Services" means the services provided under the Service Agreement.
- "Service Block" means a pre-purchased bundle of hours of Professional Services purchased pursuant to an Order that may be subsequently applied against Professional Services agreed upon by the Parties.
- "Subscription Services" means the particular bundle of subscription support services and pricing which the Client and Corsica have agreed, as set forth in the applicable Order.

2. Subscription Services vs. Professional Services

Corsica generally sells Services in one of two manners:

- "Subscription Service" – Corsica delivers a defined bundle of services as specified in the Order over the course of the applicable term and Client pays on a subscription basis.
- "Professional Services" – Corsica delivers services on a one-time, ad hoc, or project basis in accordance with, and where the project shall be completed as specified in, the Order. Professional Services may be purchased on a time and materials basis, fixed fee basis, or Client may apply hours from a Service Block.

3. Agreements: Orders for Services and Products

From time-to-time, Client may request Corsica to deliver Services and/or Products and the parties may agree upon the details of such sale. In such instance, the parties shall agree upon a written "Order." Each Order shall detail: (a) the Services or Product to be delivered; (b) the location of performance; and (c) such other details as are necessary to support Corsica's delivery. Each Order for Subscription Services sets the minimum usage fees payable by Client regardless of whether Customer uses less than such volume. Once executed by the parties, the Order shall automatically incorporate and be subject to these Master Terms and each such Order shall be deemed a separate "Agreement" between the parties.

4. Relationship Management

Corsica shall designate a primary account representative to interface with Client with respect to oversight of all Orders and Services between the parties. Client will designate a primary managerial level representative and a secondary representative (as a backup) to interface with Corsica and to authorize and execute any Order. Corsica shall be entitled to rely on the directions or consents provided by such representatives. Client will use reasonable efforts at all times to see that such Client representatives are available whenever a Corsica representative is providing Services at any Client site. It is the Client's responsibility to inform Corsica of any changes to the Client's designated primary or secondary representative as soon as possible.

B. Term & Termination

1. Term

These Master Terms shall apply from the date of the first Agreement entered into between the parties hereunder and shall extend so long as there is any individual Agreement in effect.

2. Agreement Term

With respect to each individual Agreement, the term of such Agreement shall be set in the applicable Order subject to the following terms. Each Agreement is individually subject to termination as set forth in Section B.3 below.

- For each Agreement including Subscription Services, the initial term shall be three (3) years unless otherwise specified in the applicable Order. Each such Agreement shall automatically renew thereafter for additional consecutive terms equal in length to the term specified in the applicable Order unless either party provides notice of non-renewal at least 90 days prior to the end of the then current term. If the Agreement automatically renews, the Agreement shall renew at Corsica's then current undiscounted rates.
- For each Agreement governing only Professional Services, the term shall be as specified in the applicable Order and shall be based upon completion of the applicable Services.
- For each Agreement governing only the delivery of Products, the term shall run from execution of the Order through delivery of the applicable Products.

3. Agreement Termination

Corsica and/or Client shall have the right to terminate any individual Agreement under any of the following conditions:

- If the other party shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in 90 days to declare the other party bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for the other party.
- If the other party has failed to comply with any applicable laws in connection with the Agreement.
- If there is mutual written consent of the parties to terminate the Agreement.
- If there is material breach by either party of its express obligations under the Agreement that is not cured within 60 days' written notice from the other party.

4. Payment Obligations Upon Termination

Upon termination of any Agreement, Client shall pay Corsica for all Services and Products delivered prior to the date of termination. In addition, in the event that Client terminates an Agreement pertaining to Subscription Services without cause or Corsica terminates such Agreement pursuant to Section B.3 prior to the expiration of the term, Client shall pay Corsica: (a) the fees associated with the Subscription Service through the end of the term; (b) the difference between the discounted price and the undiscounted price on the Order; and (c) any fees that were waived by Corsica during the first year. In no event will Client be entitled to a refund in connection with early termination.

The last month of the term shall be considered the off-boarding month and Corsica will perform a standard off-boarding project to discontinue Services. Off-boarding services will be limited to our off-boarding project service scope of work during the off-boarding period. Requests outside of our off-boarding scope will be quoted as additional services.

If a Professional Services Agreement is terminated, Client will be obligated to pay the agreed to fees up to the full amount at Corsica's discretion.

5. Effect of Termination

Upon Termination of an Agreement, Client will no longer have any access to or right to use the Services. All Corsica Materials will be immediately surrendered and returned to Corsica. Client shall provide Corsica and its suppliers and service providers with reasonable access to Client's facilities as necessary to collect such materials.

Upon termination, all Corsica-owned equipment can be purchased by the Client. Otherwise, Corsica-owned equipment must be returned in the same condition as it was when last active in the Client environment. If equipment is returned in a damaged state or state different than last observed during active Corsica services, Client will be invoiced for the value of the equipment.

Subject to Client paying Corsica's then current hourly rates, Corsica shall reasonably cooperate with Client to transition Client's data and the Services back to Client and/or Client's successor service provider(s). Unless otherwise stated in the applicable Order, Corsica will not store or maintain any Client data in Corsica's possession or control more than 30 days beyond termination or expiration of the Agreement. All Client data, to include configuration data, device backups, credentials, and other Client-specific information, will be disposed of according to Corsica's internal Disposal and Destruction Policy, which conforms to industry-standard security best practices. Thereafter, all data will not be retrievable by Corsica or Client. Client is responsible for ensuring data is transferred prior to disposal by Corsica or any third party Corsica hires to perform destruction or disposal service.

Corsica reserves the right to charge Client in advance for such transition services. The provisions contained in Sections B.4, B.5, F.1, F.2, F.3, F.5, F.6, F.8, F.9 and F.12 shall survive expiration or termination of this Agreement.

C. Pricing & Payment Terms

1. Fees

The Order shall specify the fees applicable to the Services and Products set forth therein; provided, however, that the parties may need to adjust the fees if the parties discover additional service requirements (e.g., equipment to be supported) during the Service onboarding process. Prices specified in Orders are subject to change unless and until the Order is finalized and accepted by both parties. Corsica reserves the right to increase the fees on Subscription Services during each term by up to 3% per year.

2. Volume/Quantity Increases

If Client uses additional volume of Subscription Services under any existing Agreement, the undiscounted price rate specified in the Order shall apply to such incremental volume. Corsica will perform monthly true-up audits of Client's use of any Subscription Services and/or Products that are based upon volume usage. If Corsica determines that Client's usage exceeds the then current contracted volume(s), Corsica shall promptly invoice Client for the excess volume(s) at the undiscounted price rate specified in the applicable Order. Client may subsequently reduce its volume down from the increased levels hereunder; provided, however, that the volume(s) may not be reduced below the volume(s) specified in the underlying Order. Additionally, if Client's use of any Service places an abnormal load on the Service or otherwise adversely affects the Service, Corsica reserves the right to adjust the rate as appropriate to reflect the increased costs in delivering the Service.

3. Expenses

Except as otherwise specified in the applicable Order, Corsica may invoice Client for out-of-pocket expenses incurred in connection with delivery of the Products and Services, including, without limitation, travel, shipping, and other third-party costs. Corsica shall bill such costs without markup.

4. Payment; Interest; Suspension for Late Payment

The following payment terms are available for Corsica's clients, and are listed in order of Corsica's preference:

Term	Description
Net upon receipt	Payment is due as of date of invoice.
Net 15	Payment is due in 15 days from date of invoice.
Net 30	Payment is due in 30 days from date of invoice.
Net 45	Payment is due in 45 days from date of invoice.

Any payment terms not listed here require prior written approval from Corsica.

With respect to Subscription Services, fees shall be invoiced on a monthly basis beginning upon placement of the applicable Order; provided, however, that with respect to the first month, the invoice shall be prorated from the Order date through the end of the first calendar month and each invoice thereafter shall be on a calendar period basis. With respect to Products and Professional Services, the fees shall be invoiced on execution of the applicable Agreement unless otherwise expressly stated therein. Any applicable federal, state, local, sales, use, or other similar taxes for Services or Products rendered by Corsica pursuant to an Agreement will also be invoiced by Corsica. Client shall pay such taxes unless a valid exemption certificate is furnished to Corsica.

Past due invoices will be charged interest at the rate of one and one-half percent (1.5%) per month or the maximum percentage allowed under applicable law, whichever is less. Client agrees to pay all costs of collection, including without limitation, reasonable attorneys' fees. If payment is returned or rejected for any reason, Corsica reserves the right to charge a fee of \$30 or the maximum amount allowed by law, whichever is lower.

PLEASE NOTE: Corsica reserves the right to suspend Services and/or suspend delivery of Products upon 10 business days' written notice if payment is not received by the date due. Corsica shall have no liability in connection with such suspension and may charge a reconnection fee to reconnect the services when the suspension is lifted. Corsica reserves the right to reject requests for new Orders while outstanding amounts are overdue.

5. Methods of Payment

The following payment methods are available for clients, and are listed in order of Corsica's preference:

Payment Type	Description
ACH	Automated Clearing House (ACH) method of electronic payments
Company Check	Client check for services
Credit Card	Credit card information provided or securely stored in a PCI-compliant system. Client authorizes the use of any credit card information provided for payment of any recurring Subscription Service.
Client PO	Client issued Purchase Order will serve as a temporary indication of agreement to pay

Any payment methods not listed here require prior written approval from Corsica.

Corsica reserves the right to investigate Client's credit and Client hereby authorizes and consents to Corsica obtaining applicable credit reports and credit histories. In the event that Corsica determines that Client is a credit risk, Corsica reserves the right to require advance payment and/or other security interests in advance of delivery of Products and Services hereunder.

6. Rescheduling Fees

Please note that if Client does not accept delivery of Products when scheduled or does not have the requisite personnel available to participate in and support work previously scheduled for the Services and the parties had not agreed to reschedule in connection therewith, Corsica reserves the right to charge a rescheduling fee at its then current rates. Any rescheduling of on-site Services must be arranged between the account representatives at least 72 hours prior to Corsica's scheduled departure to Client's facilities or Client will be subject to Corsica's then current rescheduling fee. In any event, Client shall pay any increased out-of-pocket expenses associated with the rescheduling (e.g., travel change fees).

D. Service Obligations

1. Performance

Corsica shall perform the Services in accordance with the terms of the applicable Order. In the event that Corsica subcontracts any material component of the Services hereunder, Corsica shall remain liable for performance of the Services. Corsica reserves the right to modify the technology, infrastructure, software, or service providers utilized to deliver the Services but shall remain responsible for providing the Services described in the applicable Order.

2. Facilities and Equipment

Client shall be responsible for making its facilities available for delivery and, as applicable, installation of the Products ordered hereunder and delivery of the Services. To the extent that Corsica will access the facilities or networks of Client, Corsica shall comply with Client's reasonable site and access policies generally applicable to Client's personnel and service providers, provided that such policies are delivered to Corsica in writing in advance. As set forth in Section F.2 below, Client retains ownership of all of the Client Materials utilized by Corsica. Client is responsible for ensuring that Client has obtained any necessary consents, permissions, licenses, or authorizations from third parties to permit Corsica to access such items.

3. Security

Corsica shall employ industry-best security measures and policies in its standard operating procedures and in the delivery of Services. Corsica will perform regular internal reviews, as well as periodic third-party audits of these security measures and policies and make improvements accordingly.

4. Client Responsibilities

Client will be responsible for all items listed below and all other client responsibilities identified in the applicable Agreement. Corsica shall not have any liability for any delays or failure to perform the Services due to acts, omissions, or delays by Client. Corsica may provide Services with respect to issues arising from failure to comply with the client responsibilities – on a billable Professional Services basis – or Corsica may elect to suspend the affected Service until Client resolves the issue. In any event, Client shall continue to pay the on-going Service fees.

- Maintain site and environment in conditions suitable for operation of technology equipment. Client shall provide adequate, safe, and secure workspace, heat, light, ventilation, electric current and outlets and power quality, fire protection system, internet, remote access, and long-distance telephone access for use by Corsica's

representatives. Corsica reserves the right to suspend or terminate an Agreement if, in its sole determination, conditions at the service site pose a health or safety threat to any Corsica representative;

- Make the Client's sites, servers, systems, software, and other Client Materials available without restriction for Services in accordance with an Agreement as-needed and/or within a mutually acceptable schedule;
- Inform Corsica of any material modification, installation, or service performed on or to the Client's servers, systems, software (including material version/release upgrades or system changes), or services by any entities and/or individuals not employed by Corsica relevant to the Services provided by Corsica. Client shall be responsible for ensuring that any such changes performed on Client's behalf maintain compatibility both with existing Client Materials as well as applicable Corsica Materials. Client understands and accepts that any additional Services provided by Corsica to the Client as a result of any such modification, installation, or service performed on or to the Client's servers, systems, software, or services will be considered outside the scope of the Subscription Services and are considered billable;
- As between Corsica and Client, Client is responsible for ensuring that all Client Materials are working and fully functional prior to the effective date of the applicable Agreement;
- Ensure the Client Materials are in compliance with the applicable third party's current support, maintenance, and patching requirements and in compliance with Corsica's security and compliance policies.
- Periodic reboots for such devices as Client desktops, laptops, firewalls, routers, servers, systems, software, and services are required to apply/activate critical update patches and configuration changes. Corsica's support services are predicated upon the Client's support and commitment to cooperating with the scheduling of the time required for such periodic reboots with Client staff and personnel for support;
- Provide access to all information, data, and personnel (including, without limitation, on-site personnel to cooperate with Corsica's remote Services); perform timely decision-making; notify Corsica of relevant issues and information; and grant access and approvals, all as reasonably required to support the delivery of the Services.
- Client's use of Corsica Services is subject to the terms of any and all end user licensing agreements, terms of service, and acceptable use policies as set forth by all third-party vendors of any/all products deployed by Corsica in Client's environment or otherwise used in connection with delivery of the Services. Client shall sign (electronically or otherwise) such third-party terms if so required by Corsica's suppliers.
- Client understands that the nature of the Services to be provided by Corsica requires that Corsica be the exclusive provider of such Services during the Term of this Agreement and any Statement of Work, unless otherwise agreed to in writing by both parties. Client, therefore, agrees, represents, and warrants that Corsica shall be the exclusive provider of such Services during the Term of this Agreement.

5. Service Limitations

In addition to other limitations and conditions set forth in the Agreement, the following service and support limitations apply:

- The Services are provided for Client internal operational use and, except as expressly authorized in the applicable Order, Client may not utilize the Service for any other commercial purpose, including reselling the Service to third parties or utilizing the Service or any component thereof to design a competitive product or service. Client shall not use the Services in any manner that adversely impacts operation of the Services or potentially interferes with Corsica's ability to deliver the Services to other customers.
- Unless the Order specifies that Corsica is responsible for all data backups, Client is independently responsible for maintaining backups of all Client data in accordance with industry standards.
- For Agreements that include Field Support, onsite work is only included as needed during normal business hours. After hours and weekend onsite work will be invoiced and billed separately at 1.5 times the standard rate.
- Corsica shall not be responsible to Client for loss of use of the systems supported under any Services or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Client's systems other than by authorized representatives of Corsica.
- Corsica shall not be responsible for changes made by the Client that have rendered systems inoperable or that prevent alerts from notifying Corsica of events on managed infrastructure.
- Corsica is not responsible for failure of any network connectivity or other connectivity issues between Client's systems and any third-party service, including any backup platform.
- Corsica is not responsible for maintenance or support to any subsequent additions, alterations, or changes made by Client to its system, including any changes in hardware, software, setup, or design for which Corsica was not hired to perform.
- Corsica is not responsible for maintenance or other support services for any situations that do not conform to industry best practices or may be non-standardized, customized, consumer-grade, or specialized hardware or software, as determined by Corsica, in its sole discretion. Corsica may notify Client of any such non-conforming situations and specify required changes, remediation activities, or instruct that the Client retain a third party to obtain the maintenance or support services necessary at the Client's expense for those non-conforming or customized situations.

In addition to other limitations and conditions set forth in the Agreement, the following are out of scope unless expressly stated otherwise in the applicable Order and are subject to Corsica's then current rates if Corsica elects to provide the applicable Services:

- The cost of consumables (such as toner or paper) and associated services.
- All changes and/or upgrades to the Client's servers, systems, software, and services.
- Manufacturer warranty parts and labor/services for equipment not supplied by Corsica.
- Repair to Client peripheral devices (i.e., printers, copiers, fax machines, etc.).
- Support of phones, websites, and end of life business applications.
- Advanced restoration of lost data caused by systems/hardware failure.
- Support of any activities related to a lawsuit, legal inquiry, e-discovery, or other similar IT request (including, without limitation, Corsica producing copies of Client's data in connection with the requirements of a governmental agency or court order).
- Formal IT assessment requests for auditors, banks, and regulatory purposes.

6. Third-Party Systems and Vendor Support Agreements

Client shall ensure that service and support agreements are current at all times with any third-party vendors for any possible support services required to provide Services for third-party services, systems and/or products, including but not limited to; Line of Business (LOB) software applications, hardware, etc. Upon Corsica's request, Client shall provide Corsica copies of the applicable support arrangements and coordinate between Corsica and the necessary third-party vendors. With respect to third-party hardware and software covered by the Services, Corsica will use reasonable efforts to work with Client and the applicable third-party vendor, but Client acknowledges and agrees that Corsica assumes no responsibility for the performance of such items or for licensing agreement enforcement and/or hardware warranty enforcement with respect to Client's third-party vendors. If, at any time, the third-party hardware or software subject to Corsica's Services is not supported by the applicable third-party vendor or is outside of support/warranty compliance requirements, Corsica reserves the right to invoice Client for Professional Services in connection with supporting the applicable hardware or software when applicable or suspend the Services with respect to the applicable items.

Corsica may determine, in its sole discretion, whether and when an item of third-party hardware or software managed under the Services is technically obsolete, and discontinue Services with respect to such item. Notification of technical obsolescence will be made to Client by Corsica in writing. When in Corsica's opinion a replacement of equipment is necessary because normal repair and parts replacement cannot keep a unit of equipment in satisfactory operating condition, Corsica will submit a cost estimate of needed replacement to Client which will be in addition to any charges otherwise due. If Client does not authorize such work, Corsica may elect to suspend the affected Service until Client replaces the applicable equipment. In any event, Client shall continue to pay the on-going Service fees.

E. Product Delivery Terms

1. Third-Party Products

All Products delivered by Corsica to Client pursuant to an Order are manufactured/developed by a third party unless expressly stated otherwise in the applicable Order. Accordingly, each such Product shall be subject to the terms and conditions specified by the applicable third-party manufacturer/licensor. Corsica shall provide or otherwise direct Client to such terms as specified by the applicable third party.

2. Delivery; Title

With respect to Products comprising hardware, title to the Products shall not pass to Client until all amounts due in connection therewith have been paid to Corsica. Client hereby grants Corsica a purchase money security interest in the Products until all such fees are paid. Client agrees that Corsica may file a financing statement to perfect such security interest in the Products and Client agrees to cooperate therewith. All Products are shipped F.O.B. Corsica's warehouse or Corsica's supplier's warehouse, as applicable. Client assumes risk of damage or loss to any Product from the date such Product is delivered to the applicable carrier. Client must inspect and notify Corsica of any shortages or other issues with respect to the Products within three (3) days of receipt of the Products or the Products will be deemed accepted and all claims waived. Upon the written request of Client, at Corsica's sole discretion, Corsica may agree as a Service to Client to assist Client in processing Client's claim against the applicable carrier(s) for any loss or damage in transit, provided that such claim is received by Corsica within five (5) days after delivery of the Products. Corsica shall not be liable to Client for the results of any such claim(s).

3. Changes in Delivery Dates; Returns

If Client desires to delay delivery from the date agreed upon between the parties, Corsica shall reasonably cooperate with Client to support such changes. However, Corsica reserves the right to charge Client any costs or expenses reasonably incurred in connection with such delays, including increased storage or shipping costs, third-party restocking fees, etc. Client may only return Products if the Client can reasonably demonstrate that the Products do not meet the specifications of the original Order. Prior to returning any Product, Client shall obtain a return authorization from Corsica. Client is responsible for ensuring that the returned Products are properly packaged so as to be protected from damage in transit.

4. Product Warranties; Disclaimer

Corsica shall transfer title of all hardware Products to Client free and clear of all liens, subject to the purchase money security interest specified in Section E.2. Client acknowledges that the Products are manufactured/developed by third parties and, as such, Corsica is not responsible for warranty, maintenance, or support of the Products except to the limited extent expressly provided under any Order for Services agreed upon by the Parties. Corsica shall provide Client with a copy of the applicable manufacturers' warranty policies. In the event that Client desires additional warranty support, Client shall procure such support directly from the manufacturer(s). Corsica will assign the rights in such warranty terms to Client to the extent Corsica is permitted to do so. Client agrees to look solely to the third-party manufacturer/developer for any warranty claim. The disclaimers in Section F.5 below are incorporated herein by reference.

F. Terms & Conditions

1. Confidentiality

If the parties have executed a separate non-disclosure agreement, such separate non-disclosure Agreement shall apply to this Agreement and supersede and replace the terms of this Section F.1. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, employees, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Corsica's Confidential Information includes, but is not limited to, the processes, documentation, and Corsica Materials it uses to provide the Services as well as the financial terms and prices (both discounted and undiscounted) included in any Order. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as necessary to meet its obligations under an Agreement, nor disclose to any third party, any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own Confidential Information. Corsica may disclose Client's Confidential Information to Corsica's suppliers and subcontractors solely to the extent necessary to support the delivery of the Services and Products hereunder and provided that such third parties are subject to reasonable confidentiality obligations. Subject to Corsica's confidentiality obligations hereunder with respect to specific Confidential Information, nothing in an Agreement shall restrict Corsica's ability to utilize skills, knowledge, or general know-how developed or acquired during the term of any Agreement.

Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly

from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of these Master Terms by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

2. Intellectual Property; Ownership

Client Materials: As between Corsica and Client, Client shall retain ownership of all hardware, software, and other materials that Client provides or otherwise makes accessible to Corsica in connection with the delivery of the Services hereunder (collectively, the "Client Materials"). Corsica shall not use the Client Materials except as reasonably necessary to perform the Services hereunder. Nothing in an Agreement constitutes a transfer or assignment of intellectual property in or title to the Client Materials to Corsica and all rights related to the Client Materials that are not expressly granted to Corsica are reserved by Client.

Corsica Materials: As between Client and Corsica, Corsica shall retain ownership of all hardware, software, and other materials that Corsica provides or otherwise makes accessible to Client in connection with the delivery of the Services hereunder (collectively, the "Corsica Materials"). Client shall not use the Corsica Materials except as reasonably necessary to access and utilize Services hereunder. Nothing in an Agreement constitutes a transfer or assignment of intellectual property in or title to the Corsica Materials to Client and all rights related to the Corsica Materials that are not expressly granted to Client are reserved by Corsica. Client shall provide Corsica with full access to all Corsica Materials placed at Client's facilities and shall ensure that such Corsica Materials are maintained in a safe, secure environment. Client shall not remove any Corsica property identification from any Corsica Materials and shall not place, and shall not permit placement of, any encumbrances, security interests, or other liens on the Corsica Materials. If any Corsica Materials are damaged at Client's facilities (other than by Corsica), Client shall reimburse Corsica for the repair or replacement of such items.

Restrictions on Use: Neither party shall attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code for the other party's materials described in this Section. Neither party shall create derivative works of the other party's materials.

Ownership of Work Product: Unless specifically agreed to in writing, all work product designed, created, and/or provided by Corsica, as well as any intellectual property owned or licensed by Corsica prior to the date of this Agreement, as part of activities and services from Corsica shall remain the exclusive legal property of Corsica. Corsica shall remain the owner of all source or object code, specifications, engineering designs, documents, abstracts, reports, and other material provided to Client, whether in hard copy, electronic, or magnetic media

form. Corsica grants Client a non-exclusive paid-up irrevocable right and license to use the materials provided by Corsica only in connection with the provision of services and purpose intended by Corsica hereunder or for any other purpose only with the prior express written consent of Corsica. The Client will not release, publish, use, or share any Corsica work product with any other party without prior written consent from Corsica. Any use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Corsica.

Notwithstanding anything contained herein to the contrary, any background technology, developer tools, source codes, object code, routines, methodologies, processes, libraries, concepts, know-how, technologies, and/or generic components designed, developed, created, adapted, or used by Corsica in its business generally, free of the Client content and project, shall be and remain the sole property of Corsica.

3. Indemnification

Corsica hereby agrees to indemnify, hold harmless and defend at its sole expense: Client, its employees, agents, representatives, directors, and shareholders, from and against any and all claims, losses, damages, or expenses arising out of: (i) personal injury or damage to real or tangible property caused by the actions of Corsica or its personnel; or (ii) third-party claims that the Services provided by Corsica (or the Corsica Materials used to provide the Services) violate or infringe the copyright, trademarks, patents, or other intellectual property rights of any third party.

Client hereby agrees to indemnify, hold harmless and defend at its sole expense: Corsica, its employees, agents, representatives, directors, and shareholders, from and against any and all claims, losses, damages, or expenses arising out of: (i) personal injury or damage to real or tangible property caused by the actions of Client or its personnel; or (ii) third-party claims that the Client Materials (or Corsica's use thereof in connection with the Services) violate or infringe the copyright, trademarks, patents, or other intellectual property rights of any third party.

As a condition of indemnification, the party requesting indemnification must provide the indemnifying party with prompt written notice, permit the indemnifying party to control the defense, settlement, or compromise of any such claim and cooperate in the defense or settlement of any such claim, at the indemnifying party's reasonable expense. An indemnified party may participate in the defense of the claim using counsel of its own choosing at its own expense. Notwithstanding anything to the contrary herein, the indemnifying party shall not have any indemnifying obligation or liability for (a) any claim based to the extent based on the acts or omissions of the indemnified party; or (b) any infringement claim to the extent based on (1) use of the other party's materials outside the scope of the applicable Agreement, or (2) modification or the other party's materials by the indemnified party.

4. Representations/Warranties

Each party represents and warrants to the other party that: (a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has, and throughout the term and any additional periods during which it does or is required to perform the Services will retain, the full right, power, and authority to enter into the Agreement and perform its obligations hereunder; (c) the execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, each Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

Corsica represents, warrants, and covenants to Client that: (a) Corsica's performance of any Services or other obligations under this Agreement does not (i) conflict with or violate any applicable law or regulation; or (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; (b) the Services provided by or actions taken by Corsica under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; (c) the Services will conform to and perform in accordance with the specifications, obligations, and requirements of this Agreement; and (d) Corsica will perform all Services in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with this Agreement. Client's sole and exclusive remedy, and Corsica's sole liability, for failure to comply with the warranties in clauses (c) and (d) is that Corsica shall reasonably re-perform the Services; provided that Client notifies Corsica in detail of such failure to comply within 60 days of the delivery of the applicable Service.

Client represents, warrants, and covenants to Corsica that: (a) Client has all consents necessary to provide Corsica and its suppliers with access to the Client Materials to be managed as part of the Services; (b) the Client Materials provided by Client to Corsica in connection with the Services do not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; and (c) Client's use of the Products and Services shall at all times comply with any applicable law or regulation.

5. Disclaimers

EXCEPT AS STATED IN THESE MASTER TERMS, CORSICA DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, INTEROPERABILITY, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE PRODUCTS AND SERVICES ARE DELIVERED BY CORSICA ON AN "AS IS," "AS AVAILABLE" BASIS. CORSICA DOES NOT WARRANT THAT THE SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE UNINTERRUPTED AND/OR ERROR FREE. CORSICA DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY

BREACHES, THIRD-PARTY INTERRUPTION, THIRD-PARTY INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CLIENT AND DO NOT EXTEND TO ANY THIRD PARTY. CLIENT ACKNOWLEDGES THAT CORSICA SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR, OR WARRANTY OF ANY OF THE CLIENT MATERIALS OR SERVICES PROVIDED TO CLIENT EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE APPLICABLE AGREEMENT. CORSICA MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE FUNCTIONALITY OF PRODUCTS FROM THIRD PARTIES, BUT INSTEAD RELIES ON SUCH WARRANTIES AS MAY BE PROVIDED BY THE MANUFACTURERS OF THOSE PRODUCTS. TO THE EXTENT THAT ANY PRODUCTS OR MATERIALS ARE MANUFACTURED OR CREATED BY ANY THIRD PARTY, ANY WARRANTIES RELATED TO SUCH PRODUCTS OR MATERIALS COME SOLELY AND EXCLUSIVELY FROM SUCH THIRD PARTY. Corsica shall not be liable for any repairs, replacement, downtime, malfunction, nonperformance, or other loss if the applicable Products or Services are: (i) altered, modified, or repaired by persons other than Corsica; (ii) misused, abused, or not operated in accordance with the documentation or specifications provided by Corsica; or (iii) subject to improper site preparation or maintenance by persons other than Corsica or persons approved or designated by Corsica.

Client further acknowledges and agrees that: (a) with respect to any and all third-party materials that Corsica may be supporting as part of the Services, such third-party materials manufactured and/or developed by third parties and Corsica is not independently able or directly responsible for making corrections thereto — Corsica shall have no liability to Client in connection with the failure of the applicable third party to correct an issue; and (b) if Client elects not to follow specific advice or policies provided by Corsica in connection with the Services or directs Corsica not to follow such advice (e.g., password administration policies, improving environmental controls in Client's server rooms, increasing Client's hard drive capacity), Corsica shall not be liable for any downtime, security breaches, or other damages caused by Client's directions or failure to follow the advice and Corsica shall be reimbursed at its then current rates for any additional Professional Services required to address resulting issues.

6. Limitation of Liability

IN NO EVENT SHALL CORSICA OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL CORSICA AND ITS SUPPLIERS LIABILITY TO CLIENT OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR PRODUCTS HEREUNDER EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY CLIENT TO CORSICA FOR

THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE AGREEMENT DURING THE PRECEDING SIX (6) MONTHS.

7. Service Feedback; Know-How

To the extent that Client provides Corsica with any suggestions, comments, or feedback with respect to operations, modifications, corrections, or improvements to the Services, the Products or any component thereof (collectively, "Feedback"), Client hereby grants Corsica, its affiliates and their suppliers a perpetual, irrevocable right and license, but not the obligation, to use, modify, copy, distribute, and license such Feedback in any way in connection with the Services, Products, or derivatives thereof without restriction or obligation to Client. As between Client and Corsica, Corsica shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, products, or services resulting from Corsica's use of the Feedback.

8. Non-Hire Agreement

During the full term of each Agreement, and for 12 months thereafter, each party agrees not to directly or indirectly solicit or hire technical or professional employees of the other party assigned to work in connection with such Agreement and the Services provided by Corsica without the prior written approval of the other party. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity. Client agrees to not "actively recruit" any Corsica employee. If any person employed by one party is, directly or indirectly, hired or contracted for services with the other party during such restricted term, the hiring party shall pay an amount equal to 150% of the employee's base salary to the original employer.

9. Dispute Resolution

Governing Law: Notwithstanding the place where an Agreement may be executed by any party, each Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Delaware, and such laws shall govern all aspects of each Agreement.

Informal Dispute Resolution: In the event of a dispute between the parties with respect to any Agreement that cannot be resolved by the parties representatives designated pursuant to Section A.4, either party may submit the dispute for resolution by a C-level executive of each party. In such instance, the C-level executives of each party agree to negotiate in good faith to attempt to resolve the dispute. If the executives are unable to resolve the dispute within 20 business days from the first time the dispute is raised to such executives, either party may submit the dispute to arbitration pursuant to the next paragraph.

Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved exclusively by arbitration administered by the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award

rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that arbitration is necessary, the parties shall mutually agree upon a single arbitrator. In the event the parties are unable or fail to agree upon the arbitrator within 30 days of one party initiating the arbitration, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Baltimore, Maryland unless otherwise mutually agreed by the parties. The language(s) of the arbitration shall be English. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Client acknowledges and agrees that Client will not have the right to participate as a representative or member of any class of claimants pertaining to any claim arising in connection with any Agreement against Corsica. Notwithstanding anything to the contrary in this Section F.9, Corsica shall bring collection actions for unpaid fees under this Agreement in any court with applicable jurisdiction.

Time to Bring Claims: Neither party may assert against the other party any claim through arbitration or litigation for breach or nonperformance in connection with any Agreement hereunder unless the asserting party submits the claim to arbitration or to court for injunctive relief as specified in this Section within 12 months from the date such party first knew or reasonably should have known the claim arose.

On-Going Service: Unless Corsica is disputing with Client over non-payment, Corsica shall continue to perform the Services and Client shall continue to pay for the Services during the pendency of any dispute. If Client disputes any invoice, the Client must notify Corsica of the dispute within 30 days of receipt of the invoice, including details of the dispute. Client must pay any undisputed amounts under the invoice. If the dispute is not resolved within 90 days, Client must continue to pay full amount (including the disputed amounts) or Corsica may suspend the applicable Services.

Attorneys' Fees: In any action between the parties to enforce any of the terms of an Agreement, the prevailing party shall be entitled to recover all expenses associated with enforcement, including reasonable attorneys' fees.

Injunctive Relief: Each party acknowledges and agrees that unauthorized disclosure or use of the other party's Confidential Information and violations of Sections B.5, F.1, F.2 and F.8 could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party shall have the right to seek an immediate injunction in respect of any breach of an Agreement without requiring such party to post bond to obtain such relief. Notwithstanding the requirements of informal dispute resolution and arbitration, either party may, without waiving any remedy under this Agreement, seek from any court with applicable jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

10. Insurance Coverage

Corsica shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$3,000,000, \$1,000,000 per occurrence; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000.

Client shall maintain reasonable insurance against theft, loss, or damage with respect to all Corsica Materials at Client's facilities in connection with the Services.

Each party shall name the other party as additional insured on the respective policies required under this Section. Upon request, each party further agrees to furnish the other party with certificates, including renewal certificates, evidencing such coverage within 30 days of commencing performance under an Agreement, at every renewal and at other times as may be reasonably requested by the other party.

11. Amendments and Modifications

Corsica reserves the right to modify this Agreement or any attachment hereto – including, without limitation, any service description or service agreement – by notifying Client of such changes via e-mail. The changes will become effective upon notification. Client shall have 30 days from the date of receipt of the notice of change to object to any material modifications which Client believes are materially adverse to Client. If Client does not object within such 30-day window, the modifications shall be deemed accepted. If Client objects in such window by sending written notice (including via email) of the specific concerns, the parties shall negotiate for a period of 30 days to address Client's concerns. If the parties are unable to reach agreement within such period, Client may terminate this Agreement on at least 120 days prior written notice. Notwithstanding anything to the contrary herein, Corsica shall not use the modification rights in this paragraph to materially reduce the functionality or service levels applicable to any Subscription Service provided during the then current Term without Client's prior consent.

12. General Provisions

Sole Agreement: These Master Terms, the applicable Order and any attachment(s) thereto, constitute the entire and only understanding and Agreement between the parties hereto with respect to the subject matter thereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto. The terms on any purchase order, invoice, or other document submitted by either party shall not be incorporated into the Agreement and shall not be binding upon the other party unless specifically and explicitly agreed to by the other party and such document is countersigned by the other party.

Counterparts, Electronic Signature: Each Agreement may be executed in one or more counterparts, with signatures generated electronically or in writing and delivered by fax or

emailed PDF documents with subsequent delivery of original signatures, all of which counterparts when taken together shall comprise one instrument.

Independent Contractor: Neither Corsica nor any of its personnel shall be considered employees or agents of the Client. As between the Client and Corsica, Corsica shall be solely responsible for payment of any and all unemployment, social security, and other payroll related taxes, Worker's Compensation premiums and any other comparable taxes, premiums, or payments for its employees and agents, as applicable, including any related assessments and contributions required by law. Corsica and its personnel shall not be eligible for any of the Client's employee benefit programs, for sick or vacation leave, retirement benefits, Worker's Compensation benefits, or unemployment benefits, and the Client shall not be liable for the payment of same to any government or agency.

Promotion: Corsica may list Client as a customer of Corsica orally and in its customer lists generally. All other use of Client's name and logo in promotional materials shall be subject to Client's prior approval, not to be unreasonably withheld.

Severability: In the event that any provision or portion of any provision of an Agreement should be held unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner as to make the Agreement legal and enforceable to the fullest extent permitted under applicable law.

No Third-Party Beneficiary: The provisions of each Agreement are solely for the benefit of the parties, and no provision of the Agreement shall inure to the benefit of any person not a party to the applicable Agreement. Except as expressly set forth in the applicable Agreement, no third parties shall be considered beneficiaries to the Agreement.

Headings: The headings of the paragraphs of these Master Terms and each Agreement are for convenience only and shall not affect in any way the meaning or interpretation of any Agreement or any of the provisions thereof.

Binding Effect: Each Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

Waiver: No failure or delay by either party in exercising any right, power, or remedy provided for in an Agreement shall operate as a waiver thereof.

Notices: All notices, demands, and communications required or permitted in connection with an Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the party hereto at the address set forth above. Either party may from time to time change its notification address by giving the other party written notice of the new address and the effective date thereof.

Assignment: Each Agreement and the rights and duties hereunder shall not be assignable by either party without the prior written consent of the other; such consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, such consent shall not be required in connection with a merger, reorganization, transfer to an affiliate or sale of all or substantially all of the assets to which such Agreement relates.

Force Majeure: Corsica shall not be liable for damages, delay, or default in performance if such is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party. Any delay or failure of a party to perform its obligations under an Agreement will be excused if and to the extent that such failure was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence.



City of Angola

Office of Economic Development and Planning
210 N. Public Sq. - Angola City Hall 2nd Floor
Angola, IN 46703

(260) 665-7465

email: planning@angolain.org

website: www.angolain.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 110 W Maumee Street
Name of Applicant: Hanson Properties LLC
Mailing Address: 220 Ln 400 Lake James Angola
Phone: 260-668-2228 Email: rhonda.hanson@edwardjones.com
Business Name: The Venue
Federal Tax ID #: 46-3055856

Your relationship to the project: ☒ Business Owner ☐ Contractor ☒ Property Owner

If not the property owner, enter the owner's name and information below.

(See Property Information and Ownership Verification Form attached)

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

Has this site previously received an improvement grant from the City of Angola? ☐ Yes ☒ No

If yes, list the dollar amount.

\$ _____

Are property taxes current?

☐ Yes ☐ No

Include below a complete description of the proposed facade improvements.

Applications must include a photograph of the property in its current condition, plans drawn to scale, photographic rendering, samples of paint colors and materials to be used and the project budget.

Description of Project:

We are replacing the existing roof with a new white TPO roof. In doing so we will be replacing the existing deteriorated parapet wall flashing and termination bar with a new 24 gauge Kynar coated black metal fascia that will be seen from the ground. We will also be replacing the gutters, downspouts and metal gutter apron with new seamless gutters, downspouts and apron that will be tan in color at the rear of the building. We will also be replacing the roof edge fascia at the NE edge with new 24 gauge Kynar coated tan fascia.

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION (continued)

Date of proposed start: early December 2019

Date of initial building inspection: _____

Date of proposed completion: late December 2019

Date of design consultation with Indiana _____

Estimated cost of improvement: \$ 45,000

Landmarks Representative: _____

Amount of funding requested: \$ 5,000

Indiana Landmarks Representative: _____

Name of Contractor and Business Name: Hydrotech Building Solutions, Inc.

Address: 1108 Auburn Drive, Auburn, IN 46706

Phone: 260-417-9804

Email: Wade@hydrotechadvantage.com

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

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

Name of Applicant (Printed):

Rhonda Hanson

Applicant Signature

Rhonda L. Hanson

Date: 9-27-19

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

The City of Angola

Office of Economic Development and Planning

210 N Public Square

Angola, IN 46703

ph: 260-665-7465

email: planning@angolain.org

website: www.angolain.org

For office use:

Date passed by Angola Common Council: _____



Council Approved Amount _____

For office use only

CITY OF ANGOLA FAÇADE GRANT AGREEMENT

WHEREAS, the undersigned are the Owners of a building or structure located within the City of Angola ("City");
WHEREAS, the City has been designated by the City of Angola Common Council as an urban area in need of economic revitalization;

WHEREAS, the City has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;

WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the City of Angola Common Council.

IN CONSIDERATION THEREOF, this 6/15 day of 20 Hanson Properties, LLC ("Owner"),
and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED

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

(INSERT PROPERTY ADDRESS) 110 W Maumee Street, Angola, IN 46703

SECTION 2: CONSIDERATION AND SCOPE

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

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

SECTION 3: CONTRACT DOCUMENTS

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

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

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

SECTION 5: OWNER RESPONSIBILITIES

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

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

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

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

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

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

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$ 5,000.00 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

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

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

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

SECTION 9: CONFLICT OF INTEREST

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)

SECTION 10: INDEMNIFICATION

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

SECTION 11: NO LIENS

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

SECTION 12: AUTHORITY

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

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

SECTION 13: WARRANTIES

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

SECTION 14: BREACH; REMEDIES

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

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

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

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

SECTION 16: ADDITIONAL COVENANTS

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

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

SECTION 18: NOTICE

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

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By: _____

Mayor, City of Angola, Indiana

Date

By: _____

Owner

Date

By: _____

Tenant

Date



City of Angola

Office of Economic Development and Planning
210 N. Public Sq. – Angola City Hall 2nd Floor
Angola, IN 46703

(260) 665-7465

email: planning@angolain.org

website: www.angolain.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 15 S. Public Sq Angola 46703

Name of Applicant: Thomas P. Blake

Mailing Address: 7967 S Wayne Street Hamilton IN 46742

Phone: 260-657-5605 ext 728

Email: mcampo@ochinc.com

Business Name: En-Trust LLC

Federal Tax ID # 81-4755978

Your relationship to the project: ☒ Business Owner ☐ Contractor ☒ Property Owner

If not the property owner, enter the owner's name and information below.

(See Property Information and Ownership Verification Form attached)

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

Has this site previously received an improvement grant from the City of Angola? ☐ Yes ☒ No

If yes, list the dollar amount.

\$ _____

Are property taxes current?

☒ Yes ☐ No

Include below a complete description of the proposed facade improvements.

Applications must include a photograph of the property in its current condition, plans drawn to scale, photographic rendering, samples of paint colors and materials to be used and the project budget.

Description of Project:

Fix and repair all holes and leaks in the existing roof and apply new rubber roofing material to seal the roof.

Repair any holes from previous signage

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

Date of proposed start: 06/15/2020
Date of proposed completion: 06/19/2020
Estimated cost of improvement: \$ 12,500.00
Amount of funding requested: \$ 5000.00

Date of initial building inspection: 05/14/2020
Date of design consultation with Indiana
Landmarks Representative: ~~SE~~
Indiana Landmarks Representative: ~~SE~~

Name of Contractor and Business Name: David Schwartz
Address: 18433 Bull Rapids Rd. Spencerville, IN 46788
Phone: 260-615-6751 Email: elmerlengacher@ochinc.com

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

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

Name of Applicant (Printed): Thomas P. Blake

Applicant Signature: 

Date: 06/09/2020

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

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

For office use:

Date passed by Angola Common Council: _____



Council Approved Amount _____

For office use only

CITY OF ANGOLA FAÇADE GRANT AGREEMENT

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

IN CONSIDERATION THEREOF, this 6/15 day of 20 20, En-Trust LLC ("Owner"),
and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED

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

(INSERT PROPERTY ADDRESS) 15 S. Public Sq Angola 46703

SECTION 2: CONSIDERATION AND SCOPE

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

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

SECTION 3: CONTRACT DOCUMENTS

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

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

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

SECTION 5: OWNER RESPONSIBILITIES

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

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

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

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

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

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

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$ 5,000.00 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

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

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

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

SECTION 9: CONFLICT OF INTEREST

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)

SECTION 10: INDEMNIFICATION

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

SECTION 11: NO LIENS

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

SECTION 12: AUTHORITY

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

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

SECTION 13: WARRANTIES

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

SECTION 14: BREACH; REMEDIES

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

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

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

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

SECTION 16: ADDITIONAL COVENANTS

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

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

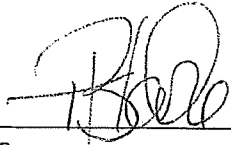
SECTION 18: NOTICE

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

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By: _____

Mayor, City of Angola, Indiana



Date

6/9/2020

By: _____

Owner



Date

6/9/2020

By: _____

Tenant

Date

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING MAY 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	\$ 3,370,231.93	\$ 662,147.55	\$ 4,032,379.48	\$ 2,180,865.84	\$ 545,941.29	\$ 2,726,807.13	\$ 1,305,572.35
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ 6,126.38	\$ 6,126.38	\$ (6,126.38)
Motor Vehicle Highway	\$ 942,190.39	\$ 30,872.17	\$ 973,062.56	\$ 448,594.57	\$ 67,902.75	\$ 516,497.32	\$ 456,565.24
Local Road & Street	\$ 145,927.47	\$ 6,151.04	\$ 152,078.51	\$ -	\$ 25,343.50	\$ 25,343.50	\$ 126,735.01
Motor Vehicle Highway Restricted	\$ 148,336.92	\$ 14,147.57	\$ 162,484.49	\$ -	\$ -	\$ -	\$ 162,484.49
Parks & Recreation Operating	\$ 552,938.61	\$ 379.41	\$ 553,318.02	\$ 234,806.95	\$ 59,841.20	\$ 294,648.15	\$ 258,669.87
LIT Economic Development	\$ 1,083,130.31	\$ 137,520.50	\$ 1,220,650.81	\$ 34,755.40	\$ 33,831.60	\$ 68,587.00	\$ 1,152,063.81
Donation	\$ 165,774.77	\$ 9,031.50	\$ 174,806.27	\$ 25,728.62	\$ 3,068.89	\$ 28,797.51	\$ 146,008.76
Federal Grants Operating	\$ 5,225.71	\$ 3,058.93	\$ 8,284.64	\$ 5,225.71	\$ 3,058.93	\$ 8,284.64	\$ -
Local Law Enforcement Continuing Ed	\$ 26,715.50	\$ 901.18	\$ 27,616.68	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 24,116.68
Riverboat	\$ 83,395.11	\$ -	\$ 83,395.11	\$ 6,174.00	\$ -	\$ 6,174.00	\$ 77,221.11
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	\$ 520.32	\$ -	\$ 520.32	\$ 9,434.40
LIT Public Safety	\$ 1,409,224.97	\$ 159,305.33	\$ 1,568,530.30	\$ 204,902.94	\$ 45,966.78	\$ 250,869.72	\$ 1,317,660.58
Redevelopment General	\$ 508,867.33	\$ -	\$ 508,867.33	\$ -	\$ -	\$ -	\$ 508,867.33
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	\$ 95.60	\$ 523,703.37	\$ -	\$ -	\$ -	\$ 523,703.37
Park Nonreverting Capital	\$ 79,068.49	\$ 296.15	\$ 79,364.64	\$ 35,743.96	\$ 288.90	\$ 36,032.86	\$ 43,331.78
Park Cumulative Building	\$ 384.46	\$ 943.36	\$ 1,327.82	\$ -	\$ -	\$ -	\$ 1,327.82
Local Major Moves Construction	\$ 466,594.15	\$ 3,034.91	\$ 469,629.06	\$ -	\$ -	\$ -	\$ 469,629.06
Capital Projects	\$ 144,310.81	\$ -	\$ 144,310.81	\$ 337.50	\$ -	\$ 337.50	\$ 143,973.31
Water Operating & Maintenance	\$ 1,019,937.78	\$ 191,775.29	\$ 1,211,713.07	\$ 718,495.31	\$ 192,844.76	\$ 911,340.07	\$ 300,373.00
Water Sinking	\$ 646,218.59	\$ 37,052.61	\$ 683,271.20	\$ 34,815.63	\$ -	\$ 34,815.63	\$ 648,455.57
Water Improvement	\$ 2,078,872.93	\$ 26,284.00	\$ 2,105,156.93	\$ 58,647.11	\$ -	\$ 58,647.11	\$ 2,046,509.82
Water Customer Deposit	\$ 67,670.00	\$ 1,700.00	\$ 69,370.00	\$ 6,110.00	\$ 1,740.00	\$ 7,850.00	\$ 61,520.00
Water Construction	\$ 184,166.89	\$ -	\$ 184,166.89	\$ 53,646.53	\$ -	\$ 53,646.53	\$ 130,520.36
Wastewater Operating & Maintenance	\$ 1,310,610.17	\$ 219,864.37	\$ 1,530,474.54	\$ 968,487.36	\$ 206,018.15	\$ 1,174,505.51	\$ 355,969.03
Wastewater Sinking	\$ 1,090,485.11	\$ 60,497.67	\$ 1,150,982.78	\$ 87,500.00	\$ -	\$ 87,500.00	\$ 1,063,482.78
Wastewater Improvement	\$ 1,727,626.96	\$ 11,100.00	\$ 1,738,726.96	\$ 108,942.06	\$ 53,990.00	\$ 162,932.06	\$ 1,575,794.90
Wastewater Construction	\$ 20,564.27	\$ -	\$ 20,564.27	\$ 20,564.27	\$ -	\$ 20,564.27	\$ -
Police Pension	\$ 273,872.80	\$ -	\$ 273,872.80	\$ 50,006.17	\$ 11,123.28	\$ 61,129.45	\$ 212,743.35
Payroll Withholding	\$ 1,414,064.38	\$ 307,082.68	\$ 1,721,147.06	\$ 1,393,426.95	\$ 305,923.14	\$ 1,699,350.09	\$ 21,796.97
Escrow	\$ 70,550.00	\$ 4,700.00	\$ 75,250.00	\$ 16,000.00	\$ 700.00	\$ 16,700.00	\$ 58,550.00
TOTAL - CASH FUNDS	\$ 21,180,039.51	\$ 1,887,941.82	\$ 23,067,981.33	\$ 6,700,599.90	\$ 1,563,709.55	\$ 8,264,309.45	\$ 14,803,671.88
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 4,755.20	\$ 310.94	\$ 5,066.14	\$ -	\$ -	\$ -	\$ 5,066.14
Moneys on Deposit (interest only) (8)	\$ 40,344.20	\$ 2,779.92	\$ 43,124.12	\$ -	\$ -	\$ -	\$ 43,124.12
Local Major Moves Construction (2)	\$ 2,511,888.10	\$ 777.35	\$ 2,512,665.45	\$ -	\$ -	\$ -	\$ 2,512,665.45
Total of Investments by Funds	\$ 2,556,987.50	\$ 3,868.21	\$ 2,560,855.71	\$ -	\$ -	\$ -	\$ 2,560,855.71
TOTAL - ALL FUNDS	\$ 23,737,027.01	\$ 1,891,810.03	\$ 25,628,837.04	\$ 6,700,599.90	\$ 1,563,709.55	\$ 8,264,309.45	\$ 17,364,527.59

CITY OF ANGOLA

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING MAY 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)	\$ 309,324.14	\$ -	\$ 309,324.14
Wastewater Sinking - Debt Service Reserve (20)	\$ 754,158.64	\$ -	\$ 754,158.64
<u>Farmers State Bank</u>			
General Checking (3)	\$ 1,264,933.21	\$ (49,689.14)	\$ 1,215,244.07
General Savings (8)	\$ 9,543,124.12	\$ -	\$ 9,543,124.12
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,471.16	\$ -	\$ 1,471.16
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,005,066.14	\$ -	\$ 1,005,066.14
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 12,878,077.41	\$ (49,689.14)	\$ 12,828,388.27
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ 2,000,000.00
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 8746			\$ 787.42
Deposit in transit (3) 8749			\$ 1,403.03
Deposit in transit (3) 8753			\$ 14,712.27
Deposit in transit (3) 8754			\$ 2,714.50
Deposit in transit (3) 8755			\$ 2,606.65
Moneys on Deposit (interest only EOM)			\$ (48,190.26)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 14,803,671.88
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 2,560,855.71
TOTAL CASH BALANCE AND INVESTMENTS			\$ 17,364,527.59