

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

**Monday, February 20, 2023 – 7:00 p.m.**

**CALL TO ORDER BY MAYOR HICKMAN**

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

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

2. Remarks by Mayor Hickman
3. Request approval of the February 6 minutes. (attachment)
  - Minutes of the January 3 Board of Public Works and Safety meeting presented for Council information. (attachment)

**UNFINISHED BUSINESS**

1. Ordinance No. 1724-2023. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – HOLIDAYS. (third reading) (attachment)
2. Ordinance No. 1725-2023. AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA. (1Synergy, LLC) (second and third reading) (attachment)

**NEW BUSINESS**

1. Open Bids for the Community Crossing Project 2022-02.
2. Resolution No. 2023-844. RESOLUTION OF THE ANGOLA COMMON COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH STEUBEN COUNTY TO SHARE BUILDING COMMISSIONER'S DUTIES IN THE EVENT OF TEMPORARY ABSENCES. (attachment)
3. Request approval of the Termination Agreement with Angola First Development, LLC. (attachment)

4. Request approval of the agreement for services with TMap, LLC DBA MakeMyMove for the Remote Worker Recruiting Program in the amount of \$86,000. (attachment)
5. Request approval of the Grant Agreement with Indiana Economic Development Corporation for the Remote Worker Recruiting Program in the amount of \$64,500. (attachment)
6. Mayor Hickman presents the State of the City.
7. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending January 2023 is presented for Council information. (attachment)
8. Reports:
  - Clerk-Treasurer
  - Department heads
9. Request approval of the Allowance of Accounts Payable Vouchers 61383 through 61606 totaling \$713062.65 which includes interfund transfers of \$94,007.19. (separate attachment)
10. Other new business.

## **NEXT MEETING**

The next Common Council meeting is Monday, March 6.

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

**February 6, 2023**

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid answered roll. Council Member David A. Olson was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Chief of Police Ken Whitmire, Fire Chief Doug Call, Wastewater Superintendent Jeff Gaff, Street Commissioner Chad Ritter, and Human Resources Director Sue Essman.

Also, among those present were Colleen Everage, Leslie Schlottman, June Julien, David Roe, Jennifer Sharkey, Randy Coffey, Ben Ledo, Malu Velasco, and Hilton Morris.

#### APPROVAL OF THE MINUTES

Council Member McDermid moved to approve the January 17, 2023 minutes. Council Member Crum seconded the motion. The motion carried 4-0.

#### UNFINISHED BUSINESS

Ordinance No. 1724-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – HOLIDAYS, was read by title and presented to Council on second reading. Council Member Crum moved to approve. Council Member Armstrong seconded the motion. The motion carried 4-0.

#### NEW BUSINESS

The public hearing regarding the 1Synergy, LLC Annexation was opened by Mayor Hickman at 7:01 p.m. One member of the public asked for a copy of the fiscal plan, and it was provided to them by Clerk-Treasurer Herbert. There was no comment. The hearing was closed at 7:03 p.m.

Resolution No. 2023-842, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA ADOPTING A WRITTEN FISCAL PLAN AND DEFINITE POLICY FOR THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for approval. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Ordinance No. 1725-2023, AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, was read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 4-0.

Resolution No. 2023-843, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, APPROVING APPROPRIATION ENCUMBRANCES FOR 2023, was read by title and presented to Council for approval. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Ben Ledo of MakeMyMove presented providing additional information on the program and answering questions. Discussion followed.

#### DEPARTMENT HEAD REPORTS

Wastewater Superintendent Jeff Gaff reported that this past week the contractor for the Frontier fiber installation project had struck a sewer main for the first time. They were very responsive and were cooperating to have repairs made.

#### APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Martin moved to approve the Allowance of Accounts Payable Vouchers 61091 through 61382 totaling \$860,819.69. Council Member Armstrong seconded the motion. The motion carried 4-0.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:29 p.m.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Ryan P. Herbert, Clerk-Treasurer

JANUARY 3, 2023

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:30 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Chief of Police Ken Whitmire, Fire Chief Doug Call, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Park Superintendent Matt Hanna, Human Resources Director Sue Essman, and Engineering Assistant Nick Gerber.

Also, among those present were Jim Hale and Oksana Kotkina of *The Herald Republican*.

#### APPROVAL OF MINUTES

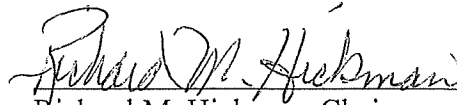
Member Olson moved to approve the December 5, 2022 Minutes. Member Martin seconded the motion. The motion carried 3-0.

#### ORDER OF BUSINESS

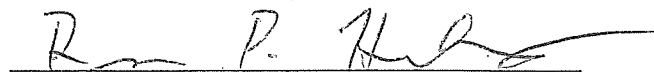
Jim Hale addressed the board regarding the request to connect his property at 1285 N State Rd 827 to the city sanitary sewer. Discussion followed regarding what the connection would be used for. Member Martin made a motion that Mr. Hale be allowed to connect the property to sanitary sewer if the line is run on private property and be used only for the residential single-family dwelling on the property. City Attorney Shoup suggested that documents be prepared and put to record to follow the chain of title stating the sewer connection is for residential use only. Discussion followed. Member Martin withdrew the motion, and no action was taken.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:50 p.m.

  
Richard M. Hickman, Chair

Attest:

  
Ryan P. Herbert, Clerk-Treasurer

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

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- Holidays is amended to read as follows:

**Holidays**

Full-time employees, *except employees in the police and fire departments*, are provided paid holidays in observance of the following:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The date of observance will be based on the following:

Holidays that fall on a Sunday will be observed on the following Monday or Tuesday for Christmas Eve.

Holidays that fall on a Saturday will be observed on the preceding Friday or Thursday for Christmas Day.

Except for Veterans Day and Christmas Eve, when a holiday falls on a Tuesday, the preceding Monday will also be considered a paid holiday.

Except for Veterans Day and Christmas Day, when a holiday falls on a Thursday, the following Friday will also be considered a paid holiday.

To be eligible for holiday pay, an employee must work or be on an approved paid leave the scheduled day before and the next scheduled day after the holiday. If a holiday occurs while an employee is on approved paid leave, the employee will be paid for the holiday and such day will not be charged against the employee's accrued paid leave.

In addition, if the City finds it necessary to require work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day by a **full-time**, non-exempt employee (except for employees in the police and fire departments) the employee will be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay (or compensatory time for Parks Department) for all hours worked.

Holiday Schedules can be found in the Human Resources folder on the Common Drive.

**ORDINANCE NO. 1724-2023**

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

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

DULY PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_\_ day of February 2023 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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

Attest:

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of February 2023.

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of February 2023.

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

**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE  
LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE  
PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO  
CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA.**

**1Synergy, LLC**

WHEREAS, on January 17, 2023, the City of Angola Common Council (the “Common Council”) was presented with a certain Petition for Annexation into the City of Angola, Indiana (the “Petition”), executed by one hundred percent (100%) of the owners of certain parcels of real property contiguous to but outside the corporate boundaries of the City of Angola (the “City”), the legal description of which is attached hereto as Exhibit “A” and a map of said parcels being attached hereto as Exhibit “B” (the “Annexation Area”); and

WHEREAS, pursuant to the Petition, the property owners voluntarily petitioned for the annexation of the Annexation Area, together with adjacent right of way, into the City; and

WHEREAS, in accordance with the Petition, the City desires to annex the Annexation Area into the corporate boundaries of the City, said annexation being of benefit and use for the City; and

WHEREAS, Indiana Code §36-4-3-3.1 requires that the Common Council develop and adopt by resolution a written fiscal plan and establish a definite policy for the provision of services to the Annexation Area that meets the requirements set forth in IC §36-4-3-13; and

WHEREAS, the City has adopted a fiscal plan (the “Fiscal Plan”) and established a definite policy for the provision of services to the Annexation Area; and

WHEREAS, a public hearing was held by the Common Council on February 6, 2023, which date was not later than thirty (30) days after the Petition was filed; and

WHEREAS, at least fourteen (14) days have expired since the date of the public hearing was conducted.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE  
COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, AS FOLLOWS:**

Section 1. The above recitals are incorporated herein by reference and shall be deemed part of this Ordinance as though fully set forth below. The Common Council of the City, hereby determines and finds: (i) that the Annexation Area, as described on Exhibit “A” attached hereto and incorporate herein is contiguous to the City and is not



## ORDINANCE NO. 1725-2023

now embraced within the corporate limits of said City; (ii) that the Annexation Area is zoned High Density Multiple Family Residential District (R5); and that (iii) that the Annexation Area is contiguous by more than one-eighth (1/8) of its aggregate external boundaries with the present boundaries of the City.

Section 2. The corporate limits of the City are hereby extended and increased so as to include and embrace within the corporate limits of the City the Annexation Area, and all roadways and right-of-ways of the roads that are a part thereof, or which lie adjacent to the Annexation Area, and such territory is hereby annexed and declared to be a part of the corporate boundaries of the City.

Section 3. The map or plat attached to this Ordinance as Exhibit "B" is an accurate map of the territory annexed, and the same is hereby adopted as the official map and plat of the territory hereby annexed, which map and plat show the legal boundaries thereof.

Section 4. That the Annexation Area hereby annexed and declared to be a part of the City shall be placed in Councilmanic District B for the purpose of local elections and the ordinance defining Councilmanic Districts of the City shall be amended accordingly. There is no change in the current zoning classification of the Annexation Area as a result of the annexation.

Section 5. This Ordinance, with a copy of the official map attached hereto, shall be recorded in the Office of the Auditor of Steuben County, Indiana; in the Office of the Clerk of the Steuben Circuit Court; in the office of the Board of registration, if one exists; in the in the Office of the Secretary of State; and in the Office of census data established by IC 2-5-1.1-12.2; all pursuant to the provisions of IC §36-4-3-22. Further, the Clerk-Treasurer of the City is hereby further authorized and directed to record this Ordinance in the Office of the Recorder of Steuben County, Indiana, and publish a copy of this Ordinance as required by IC §36-4-3-7.

Section 6. No part of this Ordinance shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 7. This Ordinance shall be effective thirty (30) days after its publication pursuant to IC §36-4-3-7(f), and upon the filing required by the provisions of IC §36-4-3-22.

[SIGNATURE PAGE FOLLOWS]

**ORDINANCE NO. 1725-2023**

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this 20<sup>th</sup> day of February, 2023.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Ryan Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this 20<sup>th</sup> day of February, 2023.

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Ryan Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this 20<sup>th</sup> day of February, 2023.

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Richard M. Hickman, Mayor

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ANNEXATION AREA**

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, BEING A 125 FOOT WIDE PARCEL OF LAND IMMEDIATELY EAST OF AND ADJACENT TO THE ORIGINAL PLAT OF CARLIN VIEW ADDITION TO CARLINS SUBDIVISION AS RECORDED IN PLAT BOOK 3 PAGE 7A IN THE OFFICE OF THE RECORDER OF STEUBEN COUNTY, INDIANA, IN PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 28 IN THE ORIGINAL PLAT OF SAID CARLIN VIEW ADDITION TO CARLINS SUBDIVISION; THENCE NORTH 88 DEGREES 57 MINUTES 39 SECONDS EAST (BEARING BASED UPON INDIANA STATE PLANE COORDINATES, EAST ZONE, GRID) A DISTANCE OF 125.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID PLAT, A DISTANCE OF 758.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS ESTABLISHED; THENCE SOUTH 89 DEGREES 16 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS ESTABLISHED, A DISTANCE OF 125.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID PLAT; THENCE NORTH 0 DEGREES 51 MINUTES 38 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND THE EAST THE LINE OF SAID PLAT, A DISTANCE OF 757.30 FEET TO THE POINT OF BEGINNING, CONTAINING 2.17 ACRES, MORE OR LESS.

**ORDINANCE NO. 1725-2023**

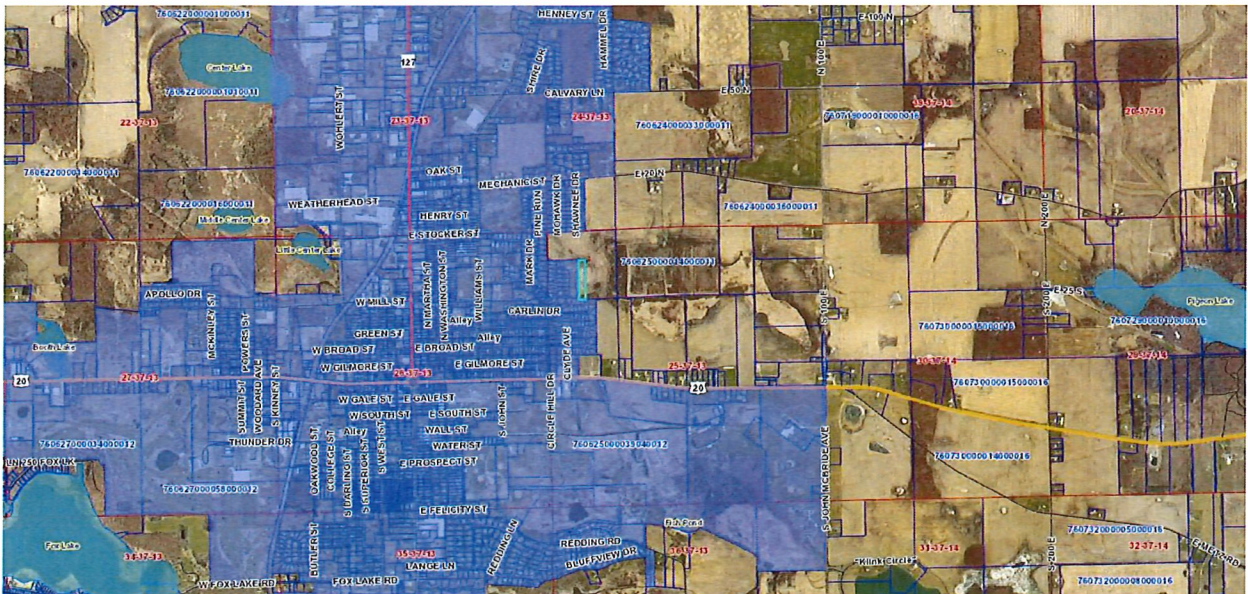
## EXHIBIT "B"

### DEPICTION OF ANNEXATION AREA

Aerial view of Annexation Area



In relation with the current boundaries of the City of Angola, Indiana (below)



**RESOLUTION NO. 2023-844**

**RESOLUTION OF THE ANGOLA COMMON COUNCIL  
APPROVING AN INTERLOCAL AGREEMENT WITH STEUBEN COUNTY TO  
SHARE BUILDING COMMISSIONER'S DUTIES IN THE EVENT OF  
TEMPORARY ABSENCES**

Whereas, the City has a department known as the Angola Building Safety Department the head of which is the Building Safety Commissioner whose duties are to issue building permits and to inspect buildings to ensure compliance with applicable building laws and ordinances: and

Whereas, the County has a department known as the Steuben County Building Commission the head of which is the Steuben County Building Commissioner, whose duties are to issue building permits and to inspect buildings to ensure compliance with applicable building laws and ordinances; and

Whereas, on occasion either the County or the City Building Commissioner is unavailable; and

Whereas, it would be desirable if the City Building Commissioner could do the work of the County Building Commissioner in the event the County Building Commissioner were temporarily unavailable, and it would be desirable if the County Building Commissioner could do the work of the City Building Commissioner in the event the City Building Commissioner was temporarily unavailable;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana that:

In the event the County Building Commissioner is unavailable the City Building Commissioner will act as and perform the work of the County Building Commissioner; and in the event the City Building Commissioner is unavailable the County Building Commissioner will act as and perform the work of the City Building Commissioner.

There shall be no payment or exchange of any monetary consideration for these services. This agreement may be terminated at any time by either party by sending a termination letter to the other party.

The Mayor is hereby authorized to enter an Interlocal Agreement with Steuben County containing substantially the terms set out in this Resolution.

**RESOLUTION NO. 2023-844**

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana  
on the 20th day of February 2023.

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

Attest:

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana  
to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of February 2023.

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola,  
Indiana this \_\_\_\_\_ day of February 2023.

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



## INTERLOCAL AGREEMENT

This is an agreement between the City of Angola (City) and Steuben County (County) and they hereby agree:

Whereas, the City has a department known as the Angola Building Safety Department the head of which is the Building Safety Commissioner whose duties are to issue building permits and to inspect buildings to ensure compliance with applicable building laws and ordinances; and

Whereas, the County has a department known as the Steuben County Building Commission the head of which is the Steuben County Building Commissioner, whose duties are to issue building permits and to inspect buildings to ensure compliance with applicable building laws and ordinances; and

Whereas, on occasion either the County or the City building commissioner is unavailable; and

Whereas, it would be desirable if the City Building Commissioner could do the work of the County Building Commissioner in the event the County Building Commissioner were temporarily unavailable, and it would be desirable if the County Building Commissioner could do the work of the City Building Commissioner in the event the City Building Commissioner was temporarily unavailable;

It is, therefore, agreed that:

In the event the County Building Commissioner is unavailable the City Building Commissioner will act as and perform the work of the County Building Commissioner; and in the event the City Building Commissioner is unavailable the County Building Commissioner will act as and perform the work of the City Building Commissioner.

There shall be no payment or exchange of any monetary consideration for these services.

This agreement may be terminated at any time by either party by sending a termination letter to the other party.

City of Angola by:

Steuben County by:

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

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

\_\_\_\_\_  
Will Howard, President  
County Commissioners

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

## TERMINATION AGREEMENT

This Termination Agreement (this "**Termination Agreement**"), dated \_\_\_\_\_, 2023, by and between the **CITY OF ANGOLA, INDIANA**, a political subdivision created and existing under the constitution and laws of the State of Indiana, and having its principal place of business at 210 North Public Square, Angola, Indiana 46703 ("**City**"), by its legislative body, and **ANGOLA FIRST DEVELOPMENT, LLC**, an Indiana limited liability company, and having its principal place of business at 3320 W. 800 S., Ashley, Indiana 46705 ("**Developer**", and together with City, the "**Parties**", and each, a "**Party**").

### WITNESSETH:

WHEREAS, the Parties have entered into a certain unrecorded, written Development Agreement, dated June 19, 2017 (the "**Agreement**"), a Memorandum of which was recorded by City as Document Number 22080470 in the Steuben County Recorder's Office on August 18, 2022.; and

WHEREAS, a dispute has arisen between the Parties regarding the scope and application of several of the terms and conditions of the Agreement, and in particular, the Land Use Matters referenced in Section 5 of the Agreement as they pertain to use of the real property owned by Developer that is legally described in the addendum attached to this Termination Agreement as Exhibit A (the "**Real Estate**"); and

WHEREAS, neither of the Parties admit any wrongdoing or breach of the Agreement, but the Parties agree that time is of the essence and desire to resolve any of their respective claims and enter into this Termination Agreement to establish and to agree upon a course of action to resolve any such claims; and

WHEREAS, the Parties desire to terminate the Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 8.5 of the Agreement, the Parties may not amend or terminate the Agreement except by a writing signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of the Agreement. Subject to the terms and conditions of this Termination Agreement, the Agreement is hereby terminated as of the date this Termination Agreement is fully executed by the Parties (the "**Termination Date**"). From and after the Termination Date, the Agreement shall be void and of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate.

2. Certain Rights and Obligations/Termination Payment. As material consideration for the covenants, agreements, and undertakings of the Parties under this Termination Agreement,

WJ.



contemporaneously with the full execution of this Termination Agreement:

(a) Developer shall pay City in cash or other certified funds, the amount of Four Hundred Fifty-five Thousand and 00/100 Dollars (\$455,000.00);

(b) Developer shall execute and deliver to City for purposes of recording with the Steuben County, Indiana, Recorder, a Declaration of Covenants and Protective Restrictions, substantially in the form attached hereto as Exhibit B, which shall apply to the Real Estate; and

(c) City shall execute and deliver to Developer for purposes of execution by Developer and recording with the Steuben County, Indiana, Recorder, a Notice of Termination of Development Agreement, substantially in the form attached hereto as Exhibit C.

3. Full Release of City.

(a) In consideration of the covenants, agreements, and undertakings of the Parties under this Termination Agreement, Developer, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, permitted successors, and permitted assigns (collectively, "**Developer Releasors**"), hereby releases, waives, and forever discharges City and its respective present and former, direct and indirect, elected officials, employees, officers, agents, representatives, permitted successors, and permitted assigns (collectively, the "**City Releasees**"), of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "**Developer Claims**"), which any of the Developer Releasors ever had, now have, or hereafter can, shall, or may have against any of the City Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement, arising out of or relating to the Agreement, except for any Developer Claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Termination Agreement.

(b) Developer, on behalf of itself and each of its respective Developer Releasors, understands that it may later discover Developer Claims or facts that may be different than, or in addition to, those that it or any other Developer Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 3, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and such Party's decision to enter into it and grant the release contained in this Section 3. Nevertheless, the Developer Releasors intend to fully, finally and forever settle and release all Developer Claims that now exist, may exist or previously existed, as set forth in the release contained in this Section 3, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Developer Releasors hereby waive any right or Developer Claims that might arise as a result of any such different or additional Developer Claims or facts.

WJr

4. Full Release of Developer.

(a) In consideration of the covenants, agreements, and undertakings of the Parties under this Termination Agreement, City, on behalf of itself and its respective present and former, direct and indirect, elected and appointed officials, employees, officers, agents, representatives, governmental bodies and agencies, permitted successors, and permitted assigns (collectively, the "**City Releasors**"), hereby releases, waives, and forever discharges Developer and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, the "**Developer Releasees**"), of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "**City Claims**"), which any of the City Releasors ever had, now have, or hereafter can, shall, or may have against any of the Developer Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement arising out of or relating to the Agreement, except for any City Claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Termination Agreement. Notwithstanding anything in this Termination Agreement to the contrary, the release contained in this Section 4 shall not be deemed to release any Developer Releasees from compliance with any zoning, plan commission, building department, or health and safety law, ordinance, regulation, rule, code, order, or other requirement or rule of law of the City to which Developer Releasees or the Real Estate are subject.

(b) City, on behalf of itself and each of its respective City Releasors, understands that it may later discover City Claims or facts that may be different than, or in addition to, those that it or any other City Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 4, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and such Party's decision to enter into it and grant the release contained in this Section 4. Nevertheless, the City Releasors intend to fully, finally and forever settle and release all City Claims that now exist, may exist or previously existed, as set forth in the release contained in this Section 4, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. City Releasors hereby waive any right or City Claims that might arise as a result of any such different or additional City Claims or facts.

5. Remedies.

(a) The following each shall constitute an "**Event of Default**" for purposes of this Termination Agreement:

(i) The making of any false or inaccurate representation in this Termination Agreement; or

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(ii) The failure of a Party to observe or comply with any provision or covenant in this Termination Agreement, and such default is not cured to the reasonable satisfaction of the non-defaulting Party within fifteen (15) days of the date Notice (as defined in Section 7(a)) of such default is given, which Notice shall specify with reasonable particularity the basis for the default claimed.

(b) If an Event of Default by a Party occurs, the other Party may seek all legal and equitable remedies available, including without limitation, specific performance of this Termination Agreement, which remedies shall be cumulative and are not mutually exclusive.

(c) The Parties agree that it may be impossible to measure in money the damages which will accrue to a Party by reason of a failure by a Party to perform any of the Party's obligations under this Termination Agreement. Therefore, if a Party institutes any action or proceeding against the other Party to specifically enforce the provisions of this Termination Agreement, the other Party shall be deemed to waive the claim or defense that the Party seeking specific performance has an adequate remedy at law.

(d) The failure of a Party to enforce an Event of Default by the other Party shall not be construed as a waiver of the right to enforce such Event of Default at a later time or to enforce any other breach of this Termination Agreement.

(e) The prevailing Party in any litigation initiated to enforce or defend any right or obligation under this Termination Agreement shall be entitled to recover the reasonable attorney fees, expenses, and costs incurred by the prevailing Party in connection with such litigation.

6. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power, and authority to enter into this Termination Agreement and to perform its obligations hereunder.

(b) The execution of this Termination Agreement by the individual whose signature is set forth at the end of this Termination Agreement on behalf of such Party, and the delivery of this Termination Agreement by such Party, have been duly authorized by all necessary corporate, other entity, or governmental action (as applicable) on the part of such Party.

(c) This Termination Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) It: (i) knows of no Developer Claims or City Claims (as applicable) against the other Party relating to or arising out of the Agreement that are not covered by the applicable releases contained in Section 3 or Section 4; and (ii) has neither assigned nor transferred any Developer Claims or City Claims released herein (as applicable) to any person or entity, and no person or entity has subrogated to or has any interest or rights in any such Claims.

(e) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND

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WARRANTIES SET FORTH IN THIS SECTION OF THIS TERMINATION AGREEMENT, (A) NEITHER PARTY NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT, IN ENTERING INTO THIS TERMINATION AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

7. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Termination Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 7(a)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective (i) on the date the Notice is given by a Party to the receiving Party, and (ii) only if the Party giving the Notice has complied with the requirements of this Section 7(a). The refusal by a Party to accept delivery of a Notice shall not affect the giving of the Notice.

(b) This Termination Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Indiana.

(c) This Termination Agreement and each of the terms and provisions hereof may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Termination Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Termination Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) The Parties drafted this Termination Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Parties understand and agree that this Termination Agreement is a settlement and compromise of disputed claims and by entering into this Termination Agreement make no admissions of liability. This Termination Agreement, any actions or statements made by the Parties in connection with this Termination Agreement, the terms of this Termination Agreement, and the fact that this Termination Agreement was reached shall not

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be admissible as evidence in any court or other dispute resolution proceeding except in a proceeding to enforce the terms of this Termination Agreement.

(f) If any term or provision of this Termination Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Termination Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Termination Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Each of the Parties shall, and shall cause its respective affiliates to, from time to time upon request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Termination Agreement and give effect to the transactions contemplated hereby.

(h) This Termination Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(i) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation, and execution of this Termination Agreement (including the fees and expenses of its advisors, accounts, and legal counsel).

(j) Except as expressly set forth in the second sentence of this subsection, this Termination Agreement benefits solely the Parties and their respective permitted successors and permitted assigns, and nothing in this Termination Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Termination Agreement. The Parties hereby designate all respective Releasees identified in Section 3 or Section 4 (as applicable), as third-party beneficiaries having the right to enforce each right and obligation contained in such respective Sections.

(k) This Termination Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(l) The Parties also agree and acknowledge that the execution of this Termination Agreement is not the result of any undue influence or duress, whether economic or otherwise. The Parties expressly assume the risk that this Termination Agreement may have been made on the basis of a mistake of fact or a mistake of law as to any matter not expressly set forth as a representation and warranty herein. The Parties expressly accept and assume the risk of such possible differences in fact and agree that this Termination Agreement shall remain effective notwithstanding such differences. The Parties specifically represent that each has carefully read and fully understands all of the provisions of this Termination Agreement, and that each Party is voluntarily and knowingly entering into it. The Parties also specifically represent that prior to

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signing this Agreement, each was provided a reasonable period of time within which to consider whether to accept and execute this Termination Agreement. The Parties have been advised that this is an important legal document and that each should consult with an attorney of its choosing prior to entering into this Termination Agreement. Each Party specifically represents that it has been given an opportunity to consult with counsel and that, to the extent desired, it has consulted with an attorney of its choosing regarding the terms and conditions of this Termination Agreement.

(m) Time is of the essence in this Termination Agreement.

(n) In computing a time period prescribed in this Termination Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

(o) The provisions in Sections 3, 4, and 5, and all respective representations and warranties of the Parties contained in this Termination Agreement, shall survive termination of this Termination Agreement and shall not be merged into the documents to be delivered by the Parties under this Termination Agreement, but shall survive for such periods as prescribed by the applicable statutes of limitations under Indiana law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

Wjr.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

“CITY”

CITY OF ANGOLA, INDIANA, a political  
subdivision

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

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

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

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

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

APPROVED, and signed by the Mayor of the City of Angola, Steuben County, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Richard Hickman, Mayor

*WJL*

"DEVELOPER"

ANGOLA FIRST DEVELOPMENT, LLC, an  
Indiana limited liability company

By: Wayne E. Klink  
Wayne E. Klink, Manager

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**Exhibit "A"**  
**Legal Description of the Real Estate**

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, being contained entirely within three tracts of land now (or formerly) owned by Angola Gardens, LLC, as recorded in instrument number 199-05-0794, I 05030834, and I 06080580, in the records of the office of the Steuben County, Indiana Recorder, and being more particularly described as follows:

Commencing at the northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degrees 02 minutes 44 seconds East on the east line of the West Half of said southwest Quarter, 975.51 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070., being the Point of Beginning; thence continuing South 01 degree 02 minutes 44 seconds East on said east line of the West Half of the Southwest Quarter, 1682.14 feet to the southeast corner of the West Half of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 1268.86 feet along the south line of said Southwest Quarter to the southeast corner of a tract of land described as Tract 2 in document I 02090814 in the records of the Steuben County Indiana Recorder; thence north 00 degrees 18 minutes 53 seconds west, 40 feet to the northeast corner of said Tract 2; thence South 89 degrees 08 minutes 53 seconds West 40 feet to the northwest corner of said Tract 2; thence South 00 degrees 18 minutes 53 seconds East 40 feet to the southwest corner of said Tract 2, located on the south line of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 20 feet to the Southwest Corner of said Section 28; thence North 00 degrees 18 minutes 53 seconds West on the west line of said Southwest Quarter 605.63 feet to a masonry nail set with .T-E INC, FIRM ID #0070. identification; thence North 84 degrees 20 minutes 04 seconds East, 12.85 feet to an INDOT concrete right of way monument; thence North 01 degrees 39 minutes 51 seconds East 620.88 feet along the easterly right of line of County Road 300 West to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence continuing along said easterly right-of-way on a curve to the right, having a radius of 1253.24 feet, with an arc length of 527.19 and subtended by a chord bearing North 13 degrees 37 minutes 43 seconds East 523.31 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence South 88 degrees 16 minutes 44 seconds East, 1147.74 feet to an iron rebar stake with plastic cap stamped .T-E INC, FIRM ID #0070., also being the point of beginning, containing 50.49 acres, more or less.

EXCEPT,

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degree 02 minutes 41 seconds East on the East line of the West Half of said Southwest Quarter, 975.51 feet to the Point of Beginning, said point being the Northeast corner of a 50.49 acre tract of land conveyed to Angola First Development, LLC by Instrument Number 1510-0137, said point also being the Northwest corner of a 0.517 acre tract of land conveyed to the City of Angola by Instrument Number 0904-0607; thence South 01 degrees 02 minutes 41 seconds East, on and along the East line of said 50.49 acre tract and on and along the West line of said 0.517 acre tract, a distance of 100.00 feet; thence North 88 degrees 18 minutes 15 seconds West, a distance of 100.52 feet; thence North 00 degrees 48 minutes 08 seconds West, a distance of 100.02 feet to the North line of said 50.49 acre tract; thence South 88 degrees 16 minutes 40 seconds East, on and along said North line, a distance of 100.10 feet to the Point of Beginning, containing 0.230 acres of land, more or less, being subject to and/or together with all easements and rights-of-way of record.

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## EXHIBIT B

### DECLARATION OF COVENANTS AND PROTECTIVE RESTRICTIONS

ANGOLA FIRST DEVELOPMENT, LLC, an Indiana limited liability company (“**Developer**”) executes this Declaration of Covenants and Protective Restrictions (this “**Declaration**”) effective as of the \_\_\_\_\_, 2023.

WHEREAS, Developer is the owner of the parcel of real estate described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Real Estate**”).

WHEREAS, this Declaration is being given and made for the benefit of the CITY OF ANGOLA, INDIANA, a political subdivision created and existing under the constitution and laws of the State of Indiana (“**City**”).

NOW, THEREFORE, the Real Estate shall be subject to the following covenants and protective restrictions (collectively, the “**Covenants**”), all of which shall run with the land:

1. For purposes of this Declaration, the following definitions shall apply:

a. “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

b. “Dwelling Site” means a site within a Manufactured Home Park with required improvements and utilities that is leased for the long-term placement of a Manufactured Home Dwelling or a Mobile Home Dwelling.

c. “Manufactured Home Dwelling” means a single-family dwelling unit designed and built in a factory, installed as a permanent residence, which bears a seal certifying that it was built in compliance with the federal Manufactured Housing Construction and Safety Standards Law (1974 U.S.C. Section 5401 et seq.), and which also complies with the following specifications:

- i. Was constructed after January 1, 1981, and exceeds 950 square feet of occupiable space per IC 36-7-4(d);
- ii. Is attached to a permanent foundation of masonry construction and has a permanent concrete or concrete block perimeter enclosure constructed in accordance with the One- and Two-Family Dwelling Code;
- iii. Has wheels, axles, and towing chassis removed;

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iv. Has a pitched roof with a minimum rise of 2:12; and

v. Consists of two or more sections which, when joined, have a minimum dimension of 23 feet in width for at least 60 percent of its length.

d. "Manufactured Home Park" means a parcel of land (including the Real Estate or any part thereof) containing two (2) or more Dwelling Sites, with required improvements and utilities, that are leased, owned, licensed, or used for the long-term placement of Manufactured Home Dwellings or Mobile Home Dwellings, and which term includes any street used or intended for use as part of the facilities of such Manufactured Home Park.

e. "Mobile Home Dwelling" means a transportable dwelling unit which is a minimum of eight (8) feet in width and which is built on a permanent foundation or tied down with perimeter skirting when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained therein, and which was manufactured either:

i. Prior to June 15, 1976 and bears a seal attached under Indiana Public Law 135, 1971, certifying that it was built in compliance with the standards established by the Indiana Administrative Building Council; or

ii. Subsequent to or on June 15, 1976 and bears a seal, certifying that it was built in compliance with the Federal Mobile Home Construction & Safety Standards.

f. "Person" means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, trust, association or other entity.

2. So long as, and during any period of time that, the Real Estate shall be owned, operated, maintained, or qualify as a Manufactured Home Park, there shall not be located upon the Real Estate, and no Person or any Affiliate of any Person shall place, maintain, or operate thereon, cumulatively more than one hundred twenty-four (124) Manufactured Home Dwellings and Mobile Home Dwellings. No single family dwelling or transportable dwelling, fabricated in an off-site manufacturing facility, which is transportable in one or more sections, shall be placed, or allowed to remain, or be operated upon the Real Estate unless said structure is a Manufactured Home Dwelling or a Mobile Home Dwelling.

3. The Covenants shall run with the land and shall be binding upon the Real Estate and upon Developer and its successors and assigns. The owners of the Real Estate and City and each of their successors, assigns, and grantees shall have the right to enforce any of the provisions contained herein, together with any and all rights and remedies available at law or in equity, including, but not limited to, injunctive relief. The rights and remedies shall be cumulative; no one right or remedy shall be construed as exclusive of any other; and exercise of any one right or remedy shall not preclude the exercise of any other right or remedy at the same or any subsequent time. The prevailing party in any proceeding, whether at law or in equity, brought to enforce any of the Covenants, or to defend any such proceeding, shall be entitled to recover from the opposing

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party all of the reasonable attorney's fees and related costs and expenses it incurred in such proceeding.

4. The Covenants shall be governed by the laws of the State of Indiana.

5. This Declaration, which is for the benefit of City, may only be amended with the written consent of Developer, or its successor or assign, and City.

6. By accepting the delivery of any deed for the Real Estate, or any part thereof, and the subsequent recording of any such deed with the Steuben County Recorder's Office, any future grantee of the Real Estate agrees to the Covenants, which shall run with the Real Estate.

[SIGNATURE PAGE FOLLOWS]

WJr.

Executed this 10th day of February 2023.

"DEVELOPER"

ANGOLA FIRST DEVELOPMENT, LLC, an  
Indiana limited liability company

By: Wayne E. Klink  
Wayne E. Klink, Manager

STATE OF INDIANA       )  
  ) SS:  
COUNTY OF Steuben )

Before me, a Notary Public in and for said County and State, this 10th day of February, 2023, personally appeared Wayne E. Klink, Manager of Angola First Development, LLC, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

Kimberly Smith  
Notary Public, State of Indiana  
SEAL 692311  
County of DeKalb

Kimberly Smith  
Notary Public

My Commission Expires: 11-01-2024  
THIS INSTRUMENT PREPARED BY: Kevin P. Bruns, Beers Mallers Backs & Salin, LLP, 108 W. Michigan Street, LaGrange, Indiana 46761-1818 (260) 463-4949

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_, Printed Name

WJ.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE REAL ESTATE**

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, being contained entirely within three tracts of land now (or formerly) owned by Angola Gardens, LLC, as recorded in instrument number 199-05-0794, I 05030834, and I 06080580, in the records of the office of the Steuben County, Indiana Recorder, and being more particularly described as follows:

Commencing at the northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degrees 02 minutes 44 seconds East on the east line of the West Half of said southwest Quarter, 975.51 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070., being the Point of Beginning; thence continuing South 01 degree 02 minutes 44 seconds East on said east line of the West Half of the Southwest Quarter, 1682.14 feet to the southeast corner of the West Half of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 1268.86 feet along the south line of said Southwest Quarter to the southeast corner of a tract of land described as Tract 2 in document I 02090814 in the records of the Steuben County Indiana Recorder; thence north 00 degrees 18 minutes 53 seconds west, 40 feet to the northeast corner of said Tract 2; thence South 89 degrees 08 minutes 53 seconds West 40 feet to the northwest corner of said Tract 2; thence South 00 degrees 18 minutes 53 seconds East 40 feet to the southwest corner of said Tract 2, located on the south line of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 20 feet to the Southwest Corner of said Section 28; thence North 00 degrees 18 minutes 53 seconds West on the west line of said Southwest Quarter 605.63 feet to a masonry nail set with .T-E INC, FIRM ID #0070. identification; thence North 84 degrees 20 minutes 04 seconds East, 12.85 feet to an INDOT concrete right of way monument; thence North 01 degrees 39 minutes 51 seconds East 620.88 feet along the easterly right of line of County Road 300 West to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence continuing along said easterly right-of-way on a curve to the right, having a radius of 1253.24 feet, with an arc length of 527.19 and subtended by a chord bearing North 13 degrees 37 minutes 43 seconds East 523.31 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence South 88 degrees 16 minutes 44 seconds East, 1147.74 feet to an iron rebar stake with plastic cap stamped .T-E INC, FIRM ID #0070., also being the point of beginning, containing 50.49 acres, more or less.

EXCEPT,

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degree 02 minutes 41 seconds East on the East line of the West Half of said Southwest Quarter, 975.51 feet to the Point of Beginning, said point being the Northeast corner of a 50.49 acre tract of land conveyed to Angola First Development, LLC by Instrument Number 1510-0137, said point also being the Northwest corner of a 0.517 acre tract of land conveyed to the City of Angola by Instrument Number 0904-0607; thence South 01 degrees 02 minutes 41 seconds East, on and along the East line of said 50.49 acre tract and on and along the West line of said 0.517 acre tract, a distance of 100.00 feet; thence North 88 degrees 18 minutes 15 seconds West, a distance of 100.52 feet; thence North 00 degrees 48 minutes 08 seconds West, a distance of 100.02 feet to the North line of said 50.49 acre tract; thence South 88 degrees 16 minutes 40 seconds East, on and along said North line, a distance of 100.10 feet to the Point of Beginning, containing 0.230 acres of land, more or less, being subject to and/or together with all easements and rights-of-way of record.

*W Jr.*

## EXHIBIT C

### NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT

This Notice of Termination of Development Agreement (this "Notice"), is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the **CITY OF ANGOLA, INDIANA**, a political subdivision created and existing under the constitution and laws of the State of Indiana, and having its principal place of business at 210 North Public Square, Angola, Indiana 46703 ("**City**"), and **ANGOLA FIRST DEVELOPMENT, LLC**, an Indiana limited liability company, and having its principal place of business at 3320 W. 800 S., Ashley, Indiana 46705 ("**Developer**", and together with City, the "**Parties**", and each, a "**Party**").

1. City and Developer entered into a certain Development Agreement dated June 19, 2017 (the "**Agreement**"), a Memorandum of which was recorded by City as Document Number 22080470, in the Steuben County Recorder's Office on August 18, 2022.

2. City and Developer have executed this Notice for the purposes of placing of record the fact that City and Developer have terminated the Agreement, that the Agreement is void and is of no further force or effect, and that the rights and obligations of each of the Parties thereunder have terminated.

3. Either Party may record a counterpart of this Notice with the Steuben County Recorder.

[SIGNATURE PAGES FOLLOW]

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"CITY"

CITY OF ANGOLA, INDIANA, a political  
subdivision

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

\_\_\_\_\_, \_\_\_\_\_  
Name and Title

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Angola, Indiana, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

*WJL*



"DEVELOPER"

ANGOLA FIRST DEVELOPMENT, LLC, an  
Indiana limited liability company

By: Wayne E Klink  
Wayne E. Klink, Manager

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF STEUBEN    )

Before me, a Notary Public in and for said County and State, this 10th day of February, 2023, personally appeared Wayne E. Klink, Manager of Angola First Development, LLC, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

Kimberly Smith  
Notary Public, State of Indiana  
SEAL 692311  
County of DeKalb  
My Commission Expires: 11-01-2024

Kimberly Smith  
Notary Public

THIS INSTRUMENT PREPARED BY: Kevin P. Bruns, Beers Mullers Backs & Salin, LLP, 108 W. Michigan Street, LaGrange, Indiana 46761-1818 (260) 463-4949

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_, Printed Name

W. E. K.

**DECLARATION OF COVENANTS AND  
PROTECTIVE RESTRICTIONS**

ANGOLA FIRST DEVELOPMENT, LLC, an Indiana limited liability company (“Developer”) executes this Declaration of Covenants and Protective Restrictions (this “Declaration”) effective as of the \_\_\_\_\_, 2023.

WHEREAS, Developer is the owner of the parcel of real estate described on Exhibit “A” attached hereto and incorporated herein by reference (the “Real Estate”).

WHEREAS, this Declaration is being given and made for the benefit of the CITY OF ANGOLA, INDIANA, a political subdivision created and existing under the constitution and laws of the State of Indiana (“City”).

NOW, THEREFORE, the Real Estate shall be subject to the following covenants and protective restrictions (collectively, the “Covenants”), all of which shall run with the land:

1. For purposes of this Declaration, the following definitions shall apply:

a. “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

b. “Dwelling Site” means a site within a Manufactured Home Park with required improvements and utilities that is leased for the long-term placement of a Manufactured Home Dwelling or a Mobile Home Dwelling.

c. “Manufactured Home Dwelling” means a single-family dwelling unit designed and built in a factory, installed as a permanent residence, which bears a seal certifying that it was built in compliance with the federal Manufactured Housing Construction and Safety Standards Law (1974 U.S.C. Section 5401 et seq.), and which also complies with the following

*WJH*

specifications:

- i. Was constructed after January 1, 1981, and exceeds 950 square feet of occupiable space per IC 36-7-4(d);
- ii. Is attached to a permanent foundation of masonry construction and has a permanent concrete or concrete block perimeter enclosure constructed in accordance with the One- and Two-Family Dwelling Code;
- iii. Has wheels, axles, and towing chassis removed;
- iv. Has a pitched roof with a minimum rise of 2:12; and
- v. Consists of two or more sections which, when joined, have a minimum dimension of 23 feet in width for at least 60 percent of its length.

d. "Manufactured Home Park" means a parcel of land (including the Real Estate or any part thereof) containing two (2) or more Dwelling Sites, with required improvements and utilities, that are leased, owned, licensed, or used for the long-term placement of Manufactured Home Dwellings or Mobile Home Dwellings, and which term includes any street used or intended for use as part of the facilities of such Manufactured Home Park.

e. "Mobile Home Dwelling" means a transportable dwelling unit which is a minimum of eight (8) feet in width and which is built on a permanent foundation or tied down with perimeter skirting when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained therein, and which was manufactured either:

- i. Prior to June 15, 1976 and bears a seal attached under Indiana Public Law 135, 1971, certifying that it was built in compliance with the standards established by the Indiana Administrative Building Council; or
- ii. Subsequent to or on June 15, 1976 and bears a seal, certifying that it was built in compliance with the Federal Mobile Home Construction & Safety Standards.

WJ.

f. "Person" means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, trust, association or other entity.

2. So long as, and during any period of time that, the Real Estate shall be owned, operated, maintained, or qualify as a Manufactured Home Park, there shall not be located upon the Real Estate, and no Person or any Affiliate of any Person shall place, maintain, or operate thereon, cumulatively more than one hundred twenty-four (124) Manufactured Home Dwellings and Mobile Home Dwellings. No single family dwelling or transportable dwelling, fabricated in an off-site manufacturing facility, which is transportable in one or more sections, shall be placed, or allowed to remain, or be operated upon the Real Estate unless said structure is a Manufactured Home Dwelling or a Mobile Home Dwelling.

3. The Covenants shall run with the land and shall be binding upon the Real Estate and upon Developer and its successors and assigns. The owners of the Real Estate and City and each of their successors, assigns, and grantees shall have the right to enforce any of the provisions contained herein, together with any and all rights and remedies available at law or in equity, including, but not limited to, injunctive relief. The rights and remedies shall be cumulative; no one right or remedy shall be construed as exclusive of any other; and exercise of any one right or remedy shall not preclude the exercise of any other right or remedy at the same or any subsequent time. The prevailing party in any proceeding, whether at law or in equity, brought to enforce any of the Covenants, or to defend any such proceeding, shall be entitled to recover from the opposing party all of the reasonable attorney's fees and related costs and expenses it incurred in such proceeding.

4. The Covenants shall be governed by the laws of the State of Indiana.

5. This Declaration, which is for the benefit of City, may only be amended with the written consent of Developer, or its successor or assign, and City.

6. By accepting the delivery of any deed for the Real Estate, or any part thereof, and the subsequent recording of any such deed with the Steuben County Recorder's Office, any future grantee of the Real Estate agrees to the Covenants, which shall run with the Real Estate.

[SIGNATURE PAGE FOLLOWS]

WJL

Executed this 10th day of February 2023.

"DEVELOPER"

ANGOLA FIRST DEVELOPMENT, LLC, an  
Indiana limited liability company

By: Wayne E. Klink  
Wayne E. Klink, Manager

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Steuben )

Before me, a Notary Public in and for said County and State, this 10th day of February, 2023, personally appeared Wayne E. Klink, Manager of Angola First Development, LLC, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

Kimberly Smith  
Notary Public, State of Indiana  
SEAL 692311  
County of DeKalb  
My Commission Expires: 11/01/2024

Kimberly Smith  
Notary Public

THIS INSTRUMENT PREPARED BY: Kevin P. Bruns, Beers Mellers Backs & Salin, LLP, 108 W. Michigan Street, LaGrange, Indiana 46761-1818 (260) 463-4949

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_. Printed Name

3BL2012

*W.E.K.*

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE REAL ESTATE**

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, being contained entirely within three tracts of land now (or formerly) owned by Angola Gardens, LLC, as recorded in instrument number 199-05-0794, I 05030834, and I 06080580, in the records of the office of the Steuben County, Indiana Recorder, and being more particularly described as follows:

Commencing at the northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degrees 02 minutes 44 seconds East on the east line of the West Half of said southwest Quarter, 975.51 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070., being the Point of Beginning; thence continuing South 01 degree 02 minutes 44 seconds East on said east line of the West Half of the Southwest Quarter, 1682.14 feet to the southeast corner of the West Half of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 1268.86 feet along the south line of said Southwest Quarter to the southeast corner of a tract of land described as Tract 2 in document I 02090814 in the records of the Steuben County Indiana Recorder; thence north 00 degrees 18 minutes 53 seconds west, 40 feet to the northeast corner of said Tract 2; thence South 89 degrees 08 minutes 53 seconds West 40 feet to the northwest corner of said Tract 2; thence South 00 degrees 18 minutes 53 seconds East 40 feet to the southwest corner of said Tract 2, located on the south line of said Southwest Quarter; thence South 89 degrees 08 minutes 53 seconds West 20 feet to the Southwest Corner of said Section 28; thence North 00 degrees 18 minutes 53 seconds West on the west line of said Southwest Quarter 605.63 feet to a masonry nail set with .T-E INC, FIRM ID #0070. identification; thence North 84 degrees 20 minutes 04 seconds East, 12.85 feet to an INDOT concrete right of way monument; thence North 01 degrees 39 minutes 51 seconds East 620.88 feet along the easterly right of line of County Road 300 West to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence continuing along said easterly right-of-way on a curve to the right, having a radius of 1253.24 feet, with an arc length of 527.19 and subtended by a chord bearing North 13 degrees 37 minutes 43 seconds East 523.31 feet to an iron rebar stake with a plastic cap stamped .T-E INC, FIRM ID #0070.; thence South 88 degrees 16 minutes 44 seconds East, 1147.74 feet to an iron rebar stake with plastic cap stamped .T-E INC, FIRM ID #0070., also being the point of beginning, containing 50.49 acres, more or less.

*WJH.*

EXCEPT,

Part of the Southwest Quarter of Section 28, Township 37 North, Range 13 East, Steuben County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the West 1/2 of said Southwest Quarter; thence South 01 degree 02 minutes 41 seconds East on the East line of the West Half of said Southwest Quarter, 975.51 feet to the Point of Beginning, said point being the Northeast corner of a 50.49 acre tract of land conveyed to Angola First Development, LLC by Instrument Number 1510-0137, said point also being the Northwest corner of a 0.517 acre tract of land conveyed to the City of Angola by Instrument Number 0904-0607; thence South 01 degrees 02 minutes 41 seconds East, on and along the East line of said 50.49 acre tract and on and along the West line of said 0.517 acre tract, a distance of 100.00 feet; thence North 88 degrees 18 minutes 15 seconds West, a distance of 100.52 feet; thence North 00 degrees 48 minutes 08 seconds West, a distance of 100.02 feet to the North line of said 50.49 acre tract; thence South 88 degrees 16 minutes 40 seconds East, on and along said North line, a distance of 100.10 feet to the Point of Beginning, containing 0.230 acres of land, more or less, being subject to and/or together with all easements and rights-of-way of record.

WJ

**NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT**

This Notice of Termination of Development Agreement (this "Notice"), is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the **CITY OF ANGOLA, INDIANA**, a political subdivision created and existing under the constitution and laws of the State of Indiana, and having its principal place of business at 210 North Public Square, Angola, Indiana 46703 ("**City**"), and **ANGOLA FIRST DEVELOPMENT, LLC**, an Indiana limited liability company, and having its principal place of business at 3320 W. 800 S., Ashley, Indiana 46705 ("**Developer**"), and together with City, the "**Parties**", and each, a "**Party**").

1. City and Developer entered into a certain Development Agreement dated June 19, 2017 (the "**Agreement**"), a Memorandum of which was recorded by City as Document Number 22080470, in the Steuben County Recorder's Office on August 18, 2022.

2. City and Developer have executed this Notice for the purposes of placing of record the fact that City and Developer have terminated the Agreement, that the Agreement is void and is of no further force or effect, and that the rights and obligations of each of the Parties thereunder have terminated.

3. Either Party may record a counterpart of this Notice with the Steuben County Recorder.

[SIGNATURE PAGES FOLLOW]

WJL



"CITY"

CITY OF ANGOLA, INDIANA, a political  
subdivision

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Name and Title

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Angola, Indiana, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

WJL

"DEVELOPER"

ANGOLA FIRST DEVELOPMENT, LLC, an  
Indiana limited liability company

By: Wayne E. Klink  
Wayne E. Klink, Manager

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF STEUBEN    )

Before me, a Notary Public in and for said County and State, this 01<sup>st</sup> day of February, 2023, personally appeared Wayne E. Klink, Manager of Angola First Development, LLC, and acknowledged the execution of the above and foregoing Notice of Termination of Development Agreement to be his free and voluntary act and deed for the purposes set forth therein.

Witness my hand and notarial seal.

Kimberly Smith  
Notary Public, State of Indiana  
SEAL 69231  
County of DeKalb  
My Commission Expires 11/01/2024

Kimberly Smith  
Notary Public

THIS INSTRUMENT PREPARED BY: Kevin P. Bruns, Beers Mullers Backs & Salin, LLP, 108 W. Michigan Street, LaGrange, Indiana 46761-1818 (260) 463-4949

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_. Printed Name

3BL2052

W. J. r.

# Remote Worker Recruiting - Angola, Indiana

This Agreement (Agreement) is made as of February, 24, 2023 (the Effective Date) by and between the City of Angola, IN ("Client") who is located at 210 N Public Sq, Angola, IN 46703, and TMap, LLC DBA MakeMyMove who is located at 215 E. 38th St., Indianapolis, Indiana, 46205 (TMap).

MakeMyMove will work with the Client and the Indiana Economic Development Corporation to develop and execute a remote worker recruiting strategy and conduct a 12 month program commencing on April 1, 2023 (Commencement Date) to generate a pool of qualified applicants and recruit those individuals to live in Angola, IN . Through this partnership we will:

- Establish an inventory of community assets
- Develop the value proposition and relocation incentive
- Quantify the value of a remote worker
- Build a target pool specifically for the Client
- Execute a targeted marketing campaign to generate highly qualified applicants
- Build processes to qualify, manage and convert applicants

**In addition to the deliverables above, our shared objective is to achieve a goal of 6 (six) individuals with signed agreements who will relocate to the City of Angola, IN.**

## SERVICES PROVIDED

MakeMyMove will provide the following services:

- Data sourcing, scoring and storage
- Data analysis and development of a value calculator
- Coordinated message development for targeted talent campaigns
- Project coordination provisioning of a marketing platform and CRM
- Candidate engagement campaign execution
- Process development for the candidate experience
- Performance/Results monitoring and reporting

## COMPENSATION

In consideration of the performance of the services, Client shall pay MakeMyMove \$53,000, contingent upon approval of IEDC Grant. Client will make an initial payment of \$28,000 on April, 1, 2023. The remaining payment of \$25,000 will be due on July, 1, 2023. A 5% penalty will be added to any amount that is 15 days or more past due.

Client will pay MakeMyMove a \$500 commission for each candidate identified from the initial pilot who relocates to live and work remotely in the City of Angola, Indiana within 12 (twelve) months of the Commencement date of the program.

## TERM AND TERMINATION

The term of this agreement commences upon Commencement Date and expires upon the earlier of 365 days or the relocation of 6 (six) new households through this program. Either party may terminate this agreement upon 60 days written notice to the other party at any time.

## OWNERSHIP OF DOCUMENTS AND MATERIALS

Except for the Contractor's Intellectual Property, all documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") specifically developed pursuant to or in connection with the services performed by Contractor under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the Client so that all Materials will be the property of the Client.

## CONFIDENTIALITY

"Confidential Information" means (i) any information regarding Client's current employees, staffing needs, or employment policies, (ii) any information concerning the existing or future products of Client; (iii) the terms of this Agreement, (iv) any software, documentation, materials or information provided to MakeMyMove by Client in order to assist MakeMyMove in performing the services; and (v) any additional information designated in writing as "confidential" by Client. Confidential Information will not include, however, any information described above to the extent any of the following may be included therein: (1) information that becomes known to the general public without breach of the non-disclosure obligations of this Agreement; (2) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (3) information that is

required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

MakeMyMove agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

## **EQUAL OPPORTUNITY EMPLOYER POLICY**

Both the Client and MakeMyMove are Equal Opportunity Employers, and each of the parties endeavors to recruit, hire, and engage employees, independent contractors, and applicants for employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

## **INDEMNIFICATION**

Each party agrees to indemnify and hold the other harmless with respect to any and all losses, damages or expenses (including reasonable attorney's fees) which either party shall sustain as a result of the other's negligent acts, errors or omissions in carrying out the responsibilities in this Agreement. The indemnified Party shall provide the indemnifying Party with prompt written notice of any such indemnification claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to settle any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

## **GENERAL TERMS**

MakeMyMove is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. MakeMyMove will be responsible for all tax withholdings.

*Dispute Resolution.* Any controversy, dispute or claim arising out of or relating to this contract shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation; the mediator in such an instance shall have no authority to modify the terms of this Agreement. The mediation proceeding shall be held at a location mutually agreed to by the parties in writing. The administrative cost of the mediation and the mediator's fee shall be shared equally by the parties. If the parties are unsuccessful

at resolving the dispute through mediation, the parties agree that the method of subsequent dispute resolution will be in a court of competent jurisdiction. Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Indiana, without giving effect to applicable conflicts of law principles. Survival. The provisions of the Presentation, Confidentiality, and General Terms sections shall survive the expiration or termination of this Agreement.

Assignment. MakeMyMove hereby irrevocably assigns information generated in the course of this Agreement to Client. Such information includes, without limitation, resumes, contact information, and call/prospecting histories, or other written or recorded communications with prospective employees of Client. In the event that such information cannot be assigned, MakeMyMove grants to Client a fully-paid, transferable, assignable, worldwide, exclusive, perpetual license to such information.

Client: By (Sign)\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MakeMyMove : By (Sign)\_\_\_\_\_

DocuSigned by:

Ben Ledo

AD78CE69F29E477...

Name: Ben Ledo Title: \_\_\_\_\_

V.P. of Enterprise Sales

Angola IN Remote Worker Recruiting Program		
<b>Qualified Angola Relocations</b>	<b>6</b>	
<b>Program Expenses</b>		
Program Setup	\$5,000	
Program Administration (Marketing, Account Management, Fulfillment)	\$48,000	
Remote Worker Incentives (Assumes \$5K)	\$30,000	\$5,000 per remote worker
MMM Commissions	\$3,000	\$500 per relocation
<b>Total</b>	<b>\$86,000</b>	
Angola Contribution	\$21,500	
LEI Contribution	\$21,500	
IEDC Contribution	\$43,000	
Investment per relocation	\$14,333	
<b>ROI Estimate (assuming household income of \$100K)</b>		
Local Property Tax	\$1,156	
Local Income Tax	\$1,445	
Direct Consumer Output	\$58,507	
<b>Total</b>	<b>\$61,108</b>	
<b>ROI Estimate</b>	<b>Yr 1</b>	<b>Yr 5</b>
Incremental Property Tax	\$6,936	\$34,680
Incremental Income Tax	\$8,670	\$43,350
Incremental Direct Consumer Output	\$351,042	\$1,755,210
<b>Total</b>	<b>\$366,648</b>	<b>\$1,833,240</b>

## GRANT AGREEMENT

This Grant Agreement (this “Grant Agreement”), entered into by and between **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and the **City of Angola, IN** (the “**Grantee**”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$64,500 (the “Grant”) to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibit A** to this Grant Agreement, which is attached hereto and incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

**3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the IEDC and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the IEDC written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project and metrics as is requested by the State and as provided for in **Exhibit A**.

**4. Term.** This Grant Agreement commences on March, 15, 2023 and shall remain in effect through March, 14, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.



## **5. Grant Funding.**

A. The IEDC shall fund this Grant in the amount of \$64,500 total, of which, \$32,500 shall be disbursed upon execution of this Grant Agreement. Grantee shall submit an invoice for the remaining \$32,000 upon confirming 3 (three) individuals have relocated per the terms of Exhibit A.

B. The approved Project Budget is set forth as **Exhibit A**. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

C. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the IEDC and this Grant Agreement has been fully approved by the State.

## **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IEDC agrees to provide such advance payment at its sole discretion. Advance payment shall be made only upon submission of a proper claim made in writing setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. All payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

C. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

D. The IEDC may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. All final claims and reports must be submitted to the IEDC within 30 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

F. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The IEDC may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the IEDC or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A** and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of two (2) years after final payment for inspection by the IEDC or its authorized designee. Copies shall be furnished to the IEDC at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the IEDC Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, [https://www.in.gov/sboa/files/erfa\\_2016.pdf](https://www.in.gov/sboa/files/erfa_2016.pdf). Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

**9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be

reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC or its agencies, and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

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

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

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IEDC of Indiana for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.

- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Terre Haute County, State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the IEDC or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the IEDC is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION  
Attn: General Counsel  
One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204-2288  
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:  
Ryan Herbert  
Clerk-Treasurer  
City of Angola, IN

E-mail: rherbert@angolain.or

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law (2) this Grant Agreement, (3) Exhibits prepared by the IEDC, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the IEDC will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IEDC to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the IEDC all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice,

specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions:**

**“Separateness” of the Parties.** The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the IEDC Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the IEDC Educational Institution. The existence or status of any one contract or grant between the IEDC and the IEDC Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.



### **Non-Collusion, Acceptance**

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

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

**COMMUNITY:** \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE/POSITION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Position/Title

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

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**Bradley B. Chambers, Secretary of Commerce**

**(Digital Signature Stamp Below)**

**STATE BUDGET AGENCY**

\_\_\_\_\_  
Zachary Q. Jackson  
Director

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

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT  
MONTH ENDING JANUARY 2023

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	\$ 4,797,116.42	\$ 307,000.96	\$ 5,104,117.38	\$ -	\$ 732,830.02	\$ 732,830.02	\$ 4,371,287.36
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 1,800,036.34	\$ -	\$ 1,800,036.34	\$ -	\$ 27,711.07	\$ 27,711.07	\$ 1,772,325.27
Motor Vehicle Highway	\$ 1,616,536.44	\$ 39,032.99	\$ 1,655,569.43	\$ -	\$ 124,588.75	\$ 124,588.75	\$ 1,530,980.68
Local Road & Street	\$ 199,514.92	\$ 7,631.73	\$ 207,146.65	\$ -	\$ -	\$ -	\$ 207,146.65
Motor Vehicle Highway Restricted	\$ 159,719.55	\$ 16,899.40	\$ 176,618.95	\$ -	\$ -	\$ -	\$ 176,618.95
Parks & Recreation Operating	\$ 679,856.57	\$ -	\$ 679,856.57	\$ -	\$ 87,266.30	\$ 87,266.30	\$ 592,590.27
LIT Economic Development	\$ 2,023,979.06	\$ 59,459.25	\$ 2,083,438.31	\$ -	\$ -	\$ -	\$ 2,083,438.31
Donation	\$ 156,926.58	\$ 9,755.00	\$ 166,681.58	\$ -	\$ 1,054.96	\$ 1,054.96	\$ 165,626.62
Federal Grants Operating	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 37,168.08	\$ 411.00	\$ 37,579.08	\$ -	\$ 300.00	\$ 300.00	\$ 37,279.08
Riverboat	\$ 111,753.78	\$ -	\$ 111,753.78	\$ -	\$ 5,300.00	\$ 5,300.00	\$ 106,453.78
Local Road & Bridge Matching Grant	\$ 61,272.68	\$ -	\$ 61,272.68	\$ -	\$ -	\$ -	\$ 61,272.68
Rainy Day	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Hazardous Materials Response	\$ 10,957.04	\$ -	\$ 10,957.04	\$ -	\$ -	\$ -	\$ 10,957.04
LIT Public Safety	\$ 1,647,604.47	\$ 66,415.42	\$ 1,714,019.89	\$ -	\$ 89,296.34	\$ 89,296.34	\$ 1,624,723.55
Opioid Settlement Unrestricted	\$ 15,262.17	\$ -	\$ 15,262.17	\$ -	\$ -	\$ -	\$ 15,262.17
Opioid Settlement Restricted	\$ 35,611.70	\$ -	\$ 35,611.70	\$ -	\$ -	\$ -	\$ 35,611.70
Fire Operating	\$ 1,312,577.60	\$ 348,000.00	\$ 1,660,577.60	\$ -	\$ 188,475.04	\$ 188,475.04	\$ 1,472,102.56
Redevelopment General	\$ 581,030.79	\$ -	\$ 581,030.79	\$ -	\$ -	\$ -	\$ 581,030.79
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 125,468.30	\$ -	\$ 125,468.30	\$ -	\$ -	\$ -	\$ 125,468.30
Cumulative Capital Development	\$ 477,442.10	\$ -	\$ 477,442.10	\$ -	\$ -	\$ -	\$ 477,442.10
Park Nonreverting Capital	\$ 107,281.20	\$ 1,802.70	\$ 109,083.90	\$ -	\$ 738.27	\$ 738.27	\$ 108,345.63
Park Cumulative Building	\$ 146,906.21	\$ -	\$ 146,906.21	\$ -	\$ -	\$ -	\$ 146,906.21
Local Major Moves Construction	\$ 186,374.39	\$ 2,705.91	\$ 189,080.30	\$ -	\$ -	\$ -	\$ 189,080.30
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 295,205.81	\$ 177,683.23	\$ 472,889.04	\$ -	\$ 199,883.15	\$ 199,883.15	\$ 273,005.89
Water Sinking	\$ 428,414.42	\$ 23,133.86	\$ 451,548.28	\$ -	\$ 138,803.13	\$ 138,803.13	\$ 312,745.15
Water Improvement	\$ 2,481,484.36	\$ 4,052.00	\$ 2,485,536.36	\$ -	\$ -	\$ -	\$ 2,485,536.36
Water Customer Deposit	\$ 70,890.00	\$ 1,500.00	\$ 72,390.00	\$ -	\$ 1,890.00	\$ 1,890.00	\$ 70,500.00
Water Construction	\$ 3,731.66	\$ -	\$ 3,731.66	\$ -	\$ -	\$ -	\$ 3,731.66
Wastewater Operating & Maintenance	\$ 409,359.03	\$ 259,378.22	\$ 668,737.25	\$ -	\$ 270,420.25	\$ 270,420.25	\$ 398,317.00
Wastewater Sinking	\$ 923,707.33	\$ 29,691.93	\$ 953,399.26	\$ -	\$ 151,893.75	\$ 151,893.75	\$ 801,505.51
Wastewater Improvement	\$ 2,154,343.38	\$ 51,925.00	\$ 2,206,268.38	\$ -	\$ 22,055.40	\$ 22,055.40	\$ 2,184,212.98
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 270,044.34	\$ -	\$ 270,044.34	\$ -	\$ 12,729.84	\$ 12,729.84	\$ 257,314.50
Payroll Withholding	\$ 44,511.70	\$ 332,612.25	\$ 377,123.95	\$ -	\$ 341,710.30	\$ 341,710.30	\$ 35,413.65
Escrow	\$ 42,675.00	\$ 400.00	\$ 43,075.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 33,075.00
<b>TOTAL - CASH FUNDS</b>	<b>\$ 24,916,519.33</b>	<b>\$ 1,739,490.85</b>	<b>\$ 26,656,010.18</b>	<b>\$ -</b>	<b>\$ 2,406,946.57</b>	<b>\$ 2,406,946.57</b>	<b>\$ 24,249,063.61</b>
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 15,004.66	\$ 3,789.12	\$ 18,793.78	\$ -	\$ -	\$ -	\$ 18,793.78
Moneys on Deposit (interest only) (8)	\$ 218,447.90	\$ 58,364.97	\$ 276,812.87	\$ -	\$ -	\$ -	\$ 276,812.87
Local Major Moves Construction (2)	\$ 2,541,284.44	\$ 9,486.91	\$ 2,550,771.35	\$ -	\$ -	\$ -	\$ 2,550,771.35
Total of Investments by Funds	\$ 2,774,737.00	\$ 71,641.00	\$ 2,846,378.00	\$ -	\$ -	\$ -	\$ 2,846,378.00
<b>TOTAL - ALL FUNDS</b>	<b>\$ 27,691,256.33</b>	<b>\$ 1,811,131.85</b>	<b>\$ 29,502,388.18</b>	<b>\$ -</b>	<b>\$ 2,406,946.57</b>	<b>\$ 2,406,946.57</b>	<b>\$ 27,095,441.61</b>

**CITY OF ANGOLA**

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT  
MONTH ENDING JANUARY 2023**

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)	\$ 36,203.25	\$ -	\$ 36,203.25
Wastewater Sinking - Debt Service Reserve (20)	\$ 765,302.26	\$ -	\$ 765,302.26
<u>Farmers State Bank</u>			
General Checking (3)	\$ 6,991,195.37	\$ (67,177.38)	\$ 6,924,017.99
General Savings (8)	\$ 15,776,812.87	\$ -	\$ 15,776,812.87
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,471.93	\$ -	\$ 1,471.93
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,018,793.78	\$ -	\$ 1,018,793.78
TRECS (2)	\$ 507.38	\$ -	\$ 507.38
TOTALS	\$ 24,590,286.84	\$ (67,177.38)	\$ 24,523,109.46
INVESTMENTS MADE FROM DEPOSITORY BALANCES		\$	-
ADD: Cash in Office		\$	1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 11712		\$	246.88
Deposit in transit (3) 11713		\$	5,248.41
Deposit in transit (3) 11716		\$	100.00
Deposit in transit (3) 11717		\$	1,190.17
Deposit in transit (3) 11722		\$	10,761.92
Deposit in transit (3) 11723		\$	1,270.82
Deposit in transit (3) 11724		\$	298.39
Deposit in transit (3) 11725		\$	1,540.05
Moneys on Deposit (interest only EOM)		\$	(295,606.65)
Outstanding NSF Invoice Cloud		\$	(37.63)
Outstanding NSF Invoice Cloud		\$	(43.47)
Outstanding Paypal Deposit		\$	(93.83)
Outstanding Credit Card Deposit		\$	(170.91)
TOTAL CASH BALANCE, Plus Depository Balances Invested		\$	24,249,063.61
Total of Investments - All funds (As shown in Col 7 opposite page)		\$	2,846,378.00
TOTAL CASH BALANCE AND INVESTMENTS		\$	27,095,441.61