AGENDA OF THE COMMON COUNCIL
City of Angola, Indiana
Angola Training Center, 306 West Mill Street 1B

Monday, July 17, 2023 – 7:15 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 July 5 minutes. (attachment)

   - Minutes of the June 5 and 19 Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1734-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (302 W. Gilmore) (third reading) (attachment)

2. Ordinance No. 1735-2023. AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024. (second reading) (attachment)

3. Discussion regarding in-kind items for the Sheets Family Park.

NEW BUSINESS

1. Ordinance No. 1736-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (Sheets Family Park) (first reading) (attachment)

2. Speedway Professional Park Rezone (attachment)
   - Ordinance No. 1737-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THECITY OF ANGOLA, INDIANA. (Speedway Professional Park Lot 2) (first reading) (attachment)
   - Ordinance No. 1738-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (Speedway Professional Park Lot 1) (first reading) (attachment)

3. Ordinance No. 1739-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (Villas of Glendarin) (first reading) (attachment)

4. Resolution No. 2023-849. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA. (Industrial Contracting & Engineering) (attachment)

5. Resolution No. 2023-850. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (attachment)

6. Jeff Rowe from Baker Tilly presents the Water Utility and Wastewater Utility Financial Management Reports. (separate attachment)

7. Request approval of the Agreement for Services with HWC Engineering for the Downtown Revitalization Master Plan in the amount of $44,900. (attachment)

8. Set elected official salaries for 2023. (attachment)

9. Request approval of the Façade Grant with Kortney Sutton for property located at 107 W Gale Street in the amount not to exceed $5,000. (attachment)

10. Request approval of the lien and utility bad debt reports totaling $9,999.10 for the twelve months ending 12/31/2022. (attachment)

11. Clerk-Treasurer's Depository Statement and Cash Reconcilement for the month ending June 2023 is presented for Council information. (attachment)

12. Reports:
    - Clerk-Treasurer
    - Department heads

13. Request approval of the Allowance of Accounts Payable Vouchers 63804 through 64048 totaling $954,078.90 which includes interfund transfers of $99,149.90. (separate attachment)

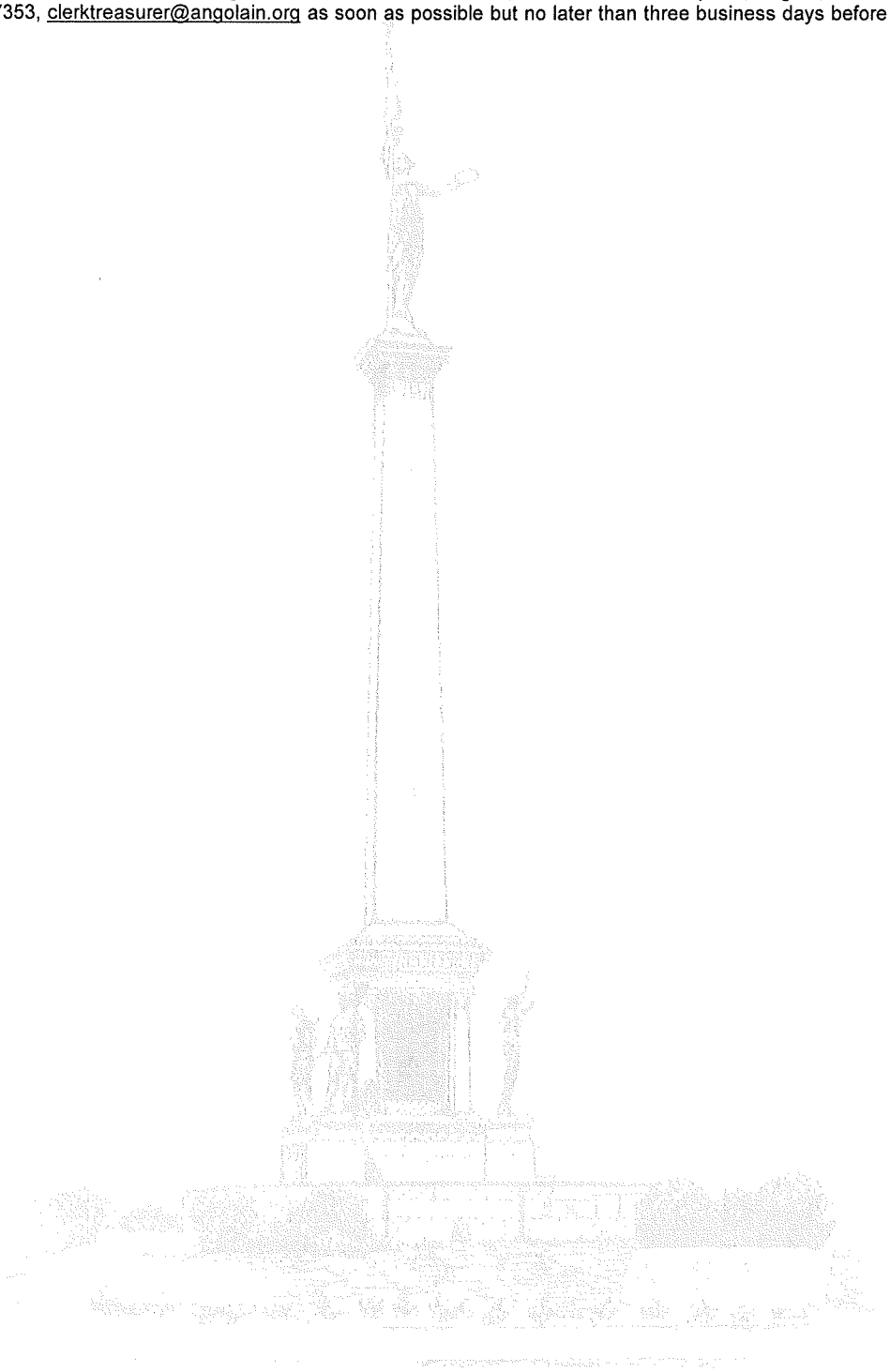
14. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, August 7.

ADJOURNMENT

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



July 5, 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, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid answered roll. No council member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Engineer Amanda Cope, Chief of Police Ken Whitmire, Fire Chief Doug Call, Water Superintendent Tom Selman, Street commissioner Chad Ritter, Park Superintendent Matt Hanna, Fire Battalion Chief Jason Meek, Assistant Wastewater Superintendent Cory Ritter, Human Resource Director Sue Essman, Systems Administrator Nathan Armstrong, Community Coordinator Mackenzie Bird, and Deputy Clerk Stephanie Dean.

Also, among those present were Jennifer Sharkey, Sarah Funkhouser, Wade Stiefken, Randy Coffey, Beth Swary of WLKI, and Caitlynn Shipe of The Herald Republican.

REMARKS BY MAYOR HICKMAN

Great job by Mackenzie Bird on the 4th of July parade. This was her first time coordinating the parade. Two eagles flew over the mound right as the parade started. Thank you to the Police, Street, and Fire Departments. Also, great job Nathan on the downtown sound system. The Fire Department 150th Anniversary Celebration was a great event. To Matt Hanna, everything was great at Commons Park and the fireworks were outstanding. Thank you to everyone that contributed. Now on to Angola Ballons Aloft this weekend.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the June 19, 2023 minutes. Council Member Crum seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1732-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS, was read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve on third and final reading carried 5-0.

Public hearing regarding the proposed solid waste charge was open by Mayor Hickman at 7:02 p.m. There being no comment the hearing was considered closed at 7:03 p.m. Ordinance No. 1733-2023, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE, was read by title and presented to Council on second reading. Council Member Armstrong moved to approve. Council

Member Crum seconded the motion. The motion carried 5-0. Ordinance No. 1733-2023, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE, was then read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve on third and final reading carried 5-0.

Ordinance No. 1734-2023, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA (302 W Gilmore), was read by title and presented to Council on second reading. Council Member McDermid moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

NEW BUSINESS

Ordinance No. 1735-2023, AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024, was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Armstrong seconded the motion. Discussion followed. The motion carried 5-0.

Council Member McDermid moved to approve the request for the Police Department to sale on Govdeals.com a 2020 Dodge Durango (asset no. 8942). Council Member Armstrong seconded the motion. Discussion followed. The motion carried 5-0.

Discussion was held regarding the $100,000 in-kind contribution toward the Sheets Family Park approved at the June 19th meeting. City Engineer Cope provided a report showing the value of contributions being made including permitting and connection fees to be waved, water and wastewater utilities services to be provided at no cost, and additional costs for the Parks Department to operate the park annually. Cope reported that after speaking with department heads about possible material and labor in kind donations the consensus was reached that it a better use of the funds may be as a contribution toward the endowment that covers future major costs. Discussion followed. No action was taken and the matter was tabled until the July 17th meeting.

DEPARTMENT HEAD REPORTS

Clerk-Treasurer Herbert reported that Jeff Rowe from Baker Tilly Advisors would be presenting the annual Financial Management Reports for the Water and Wastewater Utilities at the July 17th meeting.

Community Coordinator Mackenzie Bird reported that Food Truck Fridays would begin next Friday July 14th. Art festival will be August 5th and Cruise to the Monument will be September 20th.

Park Superintendent Hanna thanked everyone that chipped in and helped on July 4th. The park staff did a great job at the park area, and I heard great things about the parade. The day was a huge success.

Systems Administrator Armstrong apologized for the Christmas music being played from the downtown sound system for a short time Friday afternoon. At least we know the system is working.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 63580 through 63803 totaling $709,141.33. Council Member Crum seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:23 p.m.

_____
Richard M. Hickman, Mayor
Presiding Officer

Attest:

_____
Ryan P. Herbert, Clerk-Treasurer

DRAFT

JUNE 5, 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, Fire Chief Doug Call, Economic Development and Planning Director Jennifer Barclay, City Engineer Amanda Cope, Water Superintendent Tom, Selman, Wastewater Superintendent Jeff Gaff, Street Commissioner Chad Ritter, Assist Chief of Police Darrin Taylor, and Human Resources Director Sue Essman.

Also, among those present were Cheri Carpenter, Christine Reiniche, Jennifer Sharkey, Beth Swary of WLKI, and Caitlynn Shipe of The Herald Republican.

APPROVAL OF MINUTES

Member Olson moved to approve the May 1, 2023 Minutes. Member Martin seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member Olson moved to approve the Stormwater Management/ BMP Facilities Agreement with West Commons, LLC for property located at 125 McKinley St. Member Martin seconded the motion. The motion carried 3-0.

Member Olson moved to approve the Agreement Between Owner and Developer for Construction Contract between the City of Angola and TRG Construction, LLC for storm infrastructure within McKinley Street existing right-of-way. Member Martin seconded the motion. The motion carried 3-0.

Cheri Carpenter of 228 Broadmore Circle and Christine Reiniche of 230 Broadmore Circle returned to the board regarding drainage problems on their properties (tabled from the May 1 meeting). Discussion was continued about the options to help the drainage problem. City Engineer Cope said the best option would be both A & B together at an estimated cost of $10,250. The owners raised concerns about the use of corrugated pipe rather than solid. Street Commissioner Ritter explained that would be a significant increase in cost. Cope stated that corrugated pipe is sufficient for a project like this. Member Martin made the motion that the city would pay to have the repairs made and the owners would reimburse $2,500 each which would be around half the total cost. Member Olson seconded the motion. The motion carried 3-0.

Member Martin moved to approve the request to remove the CPAT Certification from the full-time firefighters hiring process and return to in-house physical ability testing. Member Olson seconded the motion. Discussion followed. The motion carried 3-0.

Member Martin moved to approve lowering the minimum age for part-time and full-time firefighter new hires to 18 years old. Member Olson seconded the motion. The motion carried 3-0.

Noted for Board information that the maximum age for a firefighter to join the 1977 Pension Fund has been raised from 35 to 39 per statute.

DEPARTMENT HEAD REPORTS

Fire Chief Call reported that retired volunteer firefighter Dan Cope passed away yesterday.

ADJOURNMENT

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

Richard M. Hickman

Richard M. Hickman, Chair

Attest:

Ryan P. Herbert

Ryan P. Herbert, Clerk-Treasurer

JUNE 19, 2023

A Special 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 6:45 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, Police Chief Ken Whitmire, Fire Chief Doug Call, Economic Development and Planning Director Jennifer Barclay, City Engineer Amanda Cope, Water Superintendent Tom, Selman, Wastewater Superintendent Jeff Gaff, Park Superintendent Matt Hanna, and Human Resources Director Sue Essman.

Also, among those present were Jennifer Sharkey, David Roe, Ken Wilson, Isaac Lee, Sarah Funkhouser, Wade Stiefken, Beth Swary of WLKI, and Caitlynn Shipe of The Herald Republican.

The purpose of this meeting was for consideration and action on the Termination of Agreement with JK Property Investments, LLC Re: Terrace of Buck Lake/Villas of Buck Lake Water Line and Infrastructure. Member Martin moved to approve the termination of the agreement. Member Olson seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:46 p.m.

Richard M. Hickman, Chair

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1734-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately .20-acre of land to High Density Multiple-Family Residential (R5) District. The property wholly includes Parcel ID 760626240627000012 and located at 302 W. Gilmore St.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its June 12, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on June 12, 2023, heard input from the public and ultimately forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The .20-acre parcel located at 302 W. Gilmore St. The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the High Density Multiple-Family Residential (R5) District.

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

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

Exhibit A

~~CONVEYS AND WARRANTS TO:~~ The City of Angola, a political subdivision of the State of Indiana, the property described below located in Steuben County, Pleasant Township, State of Indiana, to wit:

Lot Numbered One Hundred Fifty-Seven (157) in the Plat of Gilmore's Addition to the Village (now City) of Angola, as recorded in Plat Book 1, Page 2, Steuben County Recorder's Office. The common address of said property is: 302 W. Gilmore Stret, Angola, IN 46703.

Exhibit B



ORDINANCE NO. 1735-2023

AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024

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

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

WHEREAS, funding is available, and the Common Council wishes to increase compensation of said appointed officers, deputies, other employees, police and firefighters for the year 2024;

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

Section 1. From and after December 24, 2023 and continuing through December 14, 2024 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

Office of the Clerk-Treasurer		
Deputy Clerk	24.82 -	33.09 hourly
Deputy Payroll Clerk	23.14 -	30.85 hourly
Deputy Utility Clerk	22.30 -	28.61 hourly
Office of the Mayor		
Board of Public Works & Safety Member		820.00 quarterly
Human Resource Director	2,208.32 -	2,944.43 biweekly
Administrative Assistant	21.46 -	28.61 hourly
Economic Development & Planning Department		
Economic Development & Planning Director	2,208.32 -	2,944.43 biweekly
Planner	24.82 -	32.00 hourly
Permitting Coordinator	23.14-	30.04 hourly
Community Coordinator	21.46 -	28.61 hourly
Information Technology Department		
Systems Administrator	2,334.67-	3,112.89 biweekly
Law Department		
City Attorney	1658.13 -	2,210.84 biweekly

Engineering Department		
City Engineer	3,317.31 -	4,423.08 biweekly
Engineering Assistant	30.18-	40.25 hourly
MS4/Engineering Assistant	25.39 -	33.86 hourly
Building & Safety Department		
Building Commissioner	2,208.32 -	2,944.43 biweekly
Fire Department		
Fire Chief	2,248.88-	2,998.50 biweekly
Battalion Chief	1,976.00 -	2,640.00 biweekly
Captain	1,896.80-	2,529.08 biweekly
Lieutenant	1,821.01 -	2,428.02 biweekly
First Class Firefighter	1,745.22-	2,326.96 biweekly
Firefighter	1,574.99 -	2,099.98 biweekly
PT Firefighter	15.00 -	20.00 hourly
Police Department		
Chief of Police	2,248.88-	2,998.50 biweekly
Assistant Chief of Police	2,146.51 -	2,890.63 biweekly
Sergeant	2,052.01 -	2,790.74 biweekly
Detective	2,012.63 -	2,737.19 biweekly
First Class Patrol Officer	1,896.80 -	2,579.66 biweekly
Patrol Officer	1,612.76 -	2,373.52 biweekly
Dispatcher	20.53-	27.73 hourly
PT Patrol Officer	18.20 -	24.25 hourly
PT Dispatcher	16.54 -	22.00 hourly
PT Code Enforcement	15.00 -	20.00 hourly
PT School Crossing Guard	15.00 -	20.00 shift (am/pm)
Street Department		
Street Commissioner	2,208.32-	2,944.43 biweekly
Assistant Street Commissioner	23.64 -	31.53 hourly
Maintenance	21.77 -	28.81 hourly
Parks & Recreation Department		
Park Superintendent	2,208.32-	2,944.43 biweekly
Assistant Park Superintendent	23.64-	31.53 hourly
Maintenance	19.99 -	28.81 hourly
Events and Marketing Coordinator	21.46 -	28.61 hourly
PT Recreation Staff	15.00 -	20.00 hourly

Water Department		
Water Superintendent	2,331.01 -	3,108.01 biweekly
Assistant Water Superintendent	25.79-	34.39 hourly
Certified Operator	23.18-	30.90 hourly
Operator	20.79 -	27.71 hourly
Wastewater Department		
Wastewater Superintendent	2,331.01-	3,108.01 biweekly
Assistant Wastewater Superintendent	25.79-	34.39 hourly
Lab Technician/Pretreatment Coordinator	24.10 -	32.13 hourly
Certified Operator	23.18 -	30.90 hourly
Operator	20.79 -	27.71 hourly
Any Department		
PT Assistant	15.00 -	20.00 hourly
PT Clerk	15.00 -	20.00 hourly
PT Operator	15.00 -	20.00 hourly
PT Maintenance	15.00 -	20.00 hourly
PT Seasonal Maintenance	15.00 -	20.00 hourly
Intern	0.00 -	20.00 hourly

Section 2. New and incumbent employees.

(A) Except for employees of the Clerk-Treasurer, the Office of the Mayor will evaluate and approve appointed officers, deputies, and other employees and police and firefighters (employee) compensation. When establishing compensation, due consideration shall be given to the following:
(1) the skills, qualifications, and training of the employee;
(2) the review and recommendation of the department head as documented on the Employee Performance Review; and
(3) any other factors as the Office of the Mayor deems important in establishing compensation.

(B) The Clerk-Treasurer is hereby authorized to grant the above compensation to employees of the Office of Clerk-Treasurer. When establishing compensation, due consideration shall be given to the following:
(1) the skills, qualifications, and training of the employee;
(2) the review and recommendation of the Clerk-Treasurer as documented on the Employee Performance Review.

Section 3. Compensation adjustments.

The Office of the Clerk-Treasurer shall be notified in writing by the Office of the Mayor of all employee compensation adjustments and the effective date.

Section 4. Fire department.

(A) Firefighters shall receive longevity pay over and above base salary, commencing January 1 following the completion of one full year of service. Years of service are determined on 12/31 of the prior year for the current year's longevity. Longevity compensation shall be computed by a percentage of the First Class Firefighter top rate fixed in the effective salary ordinance. The percentage is determined in accordance with the following schedule:

Upon the completion of continuous service of:	Percentage
One (1) full year to four (4) years	1%
Five (5) to nine (9) years	3%
Ten (10) to fourteen (14) years	5%
Fifteen (15) to nineteen (19) years	7%
Twenty (20) or more years	9%

(B) The hourly rate of firefighters who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall

(1) receive hourly rate based on 2,756 hours per salary ordinance year (13 28-day work periods times 212 hours); and

(2) receive overtime for all hours worked over 212 hours in a 28-day work period.

(B) Compensation for full-time fire department firefighters will be as follows:

(1) Firefighter (without minimum certifications*) - beginning with the hire date and continuing through the second year of continuous service with the Angola Fire Department. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.

(2) First Class Firefighter (with minimum certifications *) - beginning with the hire date. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.

* Minimum Certifications: Firefighter I and II and EMR, NIMS 100,200,700&800, HazMat Operations.

Section 5. Police department.

(A) Police department officers shall receive longevity pay over and above base salary, commencing January 1 following the completion of one full year of service. Years of service are determined on 12/31 of the prior year for the current year's longevity. Longevity compensation shall be computed by a percentage of the First Class Patrol Officer top rate fixed in the effective salary ordinance. The percentage is determined in accordance with the following schedule:

Upon the completion of continuous service of:	Percentage
One (1) full year to four (4) years	1%
Five (5) to nine (9) years	3%
Ten (10) to fourteen (14) years	5%
Fifteen (15) to nineteen (19) years	7%
Twenty (20) or more years	9%

(B) Full-time, non-exempt officers shall receive shift differential pay whose regular shift assignment is B or C shift of $2,000 per year. Bi-weekly salary will be adjusted to reflect the shift differential. In the case of a mid-year shift reassignment, bi-weekly salary will be adjusted accordingly, beginning the first Sunday following reassignment. Shift differential will not apply in case of sporadic or temporary shift changes.

(C) The hourly rate of police officers who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall

(1) receive hourly rate for all hours over and above scheduled hours. Hourly rate is based on 2,223 hours per salary ordinance year (13 28-day work periods times 171 hours); and

(2) receive overtime for all hours worked over 171 hours in a 28-day work period.

(D) Compensation for full-time police department officers will be as follows:

(1) Patrol Officer – beginning with the hire date and continuing through the second year of continuous service with the Angola Police Department.

(3) First Class Patrol Officer – beginning with the third year of continuous service with the Angola Police Department.

(4) After completion of one year of continuous service as Patrol Officer, the Chief of Police may recommend First Class Patrol Officer status for an officer who has had previous full-time police experience of at least two years, has successfully completed the Indiana Law Enforcement Academy, and has displayed a level of performance with the department, which would warrant consideration. Such recommendation shall be carefully considered and must receive approval from the Office of the Mayor.

(E) Upon the award of a federal or state grant for additional policing activities, police department officers who are voluntarily working additional policing activities during off-duty hours shall receive the hourly rate specified by the grant. If no hourly rate is specified by the grant, the officer shall be paid their hourly rate.

(1) The term "Traffic Safety Education and Enforcement" includes activities with a primary purpose of educating the motoring public, bicyclists, and pedestrians, and enforcement of State

Traffic Laws pertaining to them and their safety on all applicable thoroughfares

Traffic Safety Education and Enforcement Overtime is a volunteer work assignment that has been approved by Traffic Safety Education and Enforcement assignment and is in excess of the officers normally scheduled hours of work. Traffic Safety Education and Enforcement Overtime shall be paid at a rate two times that of the officer's regular hourly duty rate of pay regardless of the funding source.

(F) Part-time School Crossing Guards will receive shift pay on regularly scheduled school days that are cancelled.

Section 6. Effective date.

This ordinance shall become and remain in full force and effect upon passage and adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of August 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 August 2023.

_____
Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of August 2023.

_____

Richard M. Hickman, Mayor

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

City of Angola Plan Commission
Certificate and Recommendation

On July 10, 2023, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by YMCA of Steuben County (property owner) for 4.12-acres of land located in the 500 block of E Harcourt Rd (Parcel ID 760623000002000012). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

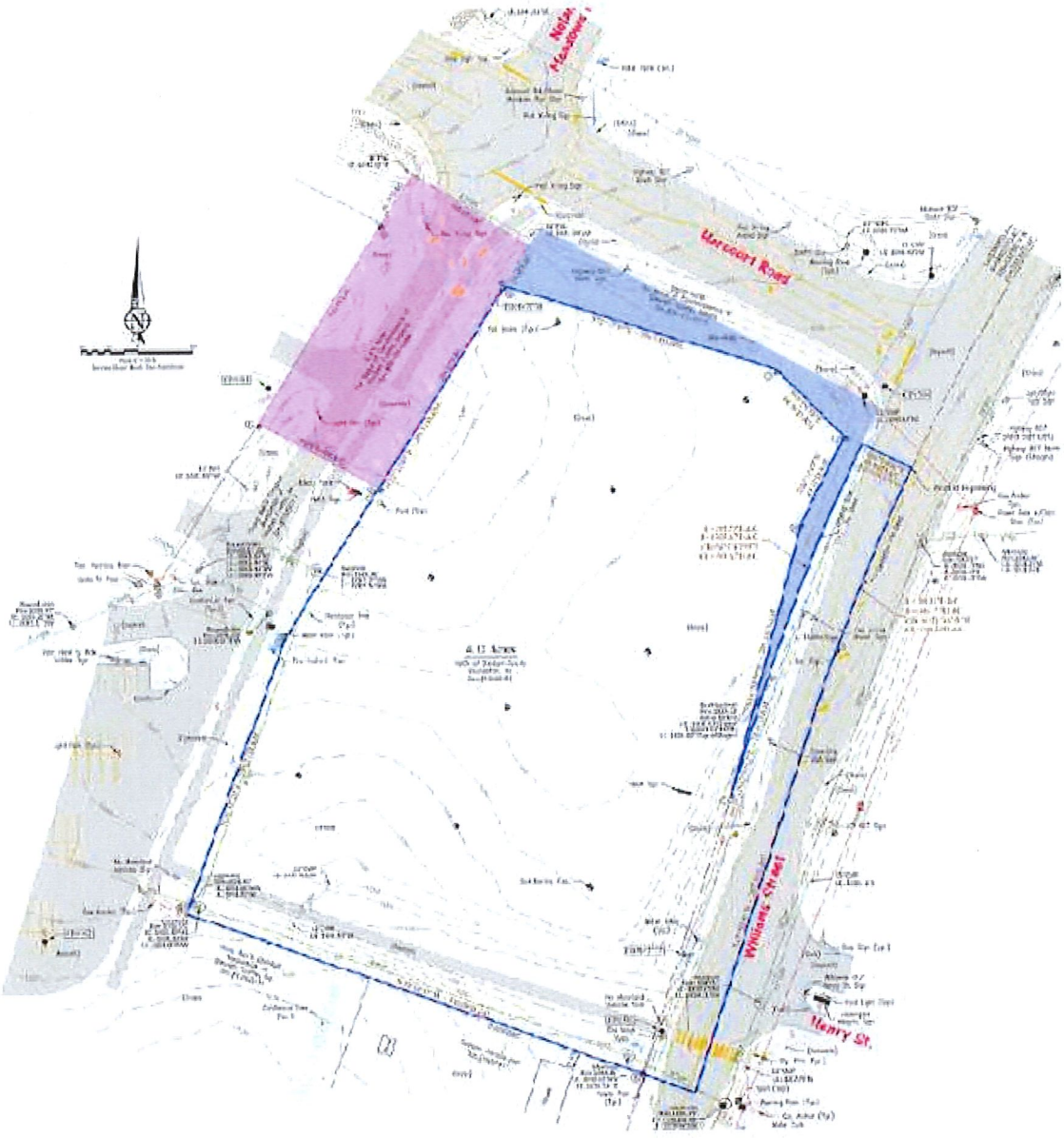
The rezoning request includes changing the zoning of the property to IS: Institutional District.

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

Certified by:

Brett Steele, *Planner*
Economic Development and Planning Department

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org



ORDINANCE NO. 1736-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of 4.12-acres of land to Institutional (IS) District. The property wholly includes Parcel ID 760623000002000012 and located in the 500 block of E Harcourt Rd.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its July 10, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on July 10, 2023, heard input from the public and ultimately forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The 4.12-acre parcel located in the 500 block E Harcourt Rd. The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the Institutional (IS) District.

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

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2023.

_____

ORDINANCE NO. 1736-2023

Richard M. Hickman, Mayor

Attest:

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Richard M. Hickman, Mayor

Exhibit A

RECORD DESCRIPTION - DOC.#16020136

Part of a tract of land in the Northeast quarter of Section 23, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana described in Deed Record 98-03-0139 and more fully described as follows:

Commencing at an iron rod found at the apparent Northeast corner of said Section 23, THENCE South 87 degrees 55 minutes 04 seconds East 431.76 feet to the centerline of State Road 827; THENCE South 38 degrees 47 minutes 21 seconds West 452.65 feet along said centerline; THENCE South 39 degrees 59 minutes 00 seconds West 69.64 feet along said centerline to the PC of a curve to the left along said centerline with a Radius of 1465.77 feet, an arc length of 338.62 feet and a chord bearing South 32 degrees 06 minutes 15 seconds West 337.87 feet to the True Point of Beginning of this description; THENCE continuing along the curve to the left along said centerline having a radius of 1465.77 feet, an arc length of 188.41 feet, and a chord bearing South 21 degrees 48 minutes 13 seconds West 188.28 feet to the PT of said curve; THENCE South 17 degrees 50 minutes 42 seconds West 287.59 feet (recorded as South 19 degrees 56 minutes 42 seconds West 287.29 feet) along said centerline point; THENCE North 70 degrees 18 minutes 15 seconds West 390.00 feet (recorded as North 70 degrees 09 minutes 53 seconds West 390.00 feet) to an iron rod found; THENCE North 19 degrees 48 minutes 20 seconds East 209.97 feet (recorded as North 19 degrees 56 minutes 42 seconds East 209.98 feet) to an iron rod found; THENCE North 32 degrees 22 minutes 45 seconds East 299.31 feet to a concrete highway monument at the right-of-way of Harcourt Road as recorded in Deed Record 00-11-0113; THENCE South 72 degrees 37 minutes 39 seconds East 206.14 feet (recorded as South 72 degrees 10 minutes 26 seconds East 206.36 feet) to a concrete highway monument; THENCE South 45 degrees 01 minutes 48 seconds East 68.66 feet (recorded South 44 degrees 28 minutes 34 seconds East 68.51 feet) to a concrete highway monument on the new right-of-way of State Road 827; THENCE South 26 degrees 23 minutes 10 seconds West 69.33 feet (recorded as South 27 degrees 10 minutes 57 seconds West 68.92 feet) along said new right-of-way to a concrete highway monument; THENCE South 14 degrees 50 minutes 10 seconds West 201.16 feet (recorded as South 15 degrees 14 minutes 06 seconds West 201.21 feet) to a concrete monument where the new right-of-way meets the original right-of-way; THENCE along said original right-of-way North 17 degrees 50 minutes 42 seconds East 74.65 feet to the start of a curve to the right on said original right-of-way having a radius of 1505.67 feet, an arc length of 193.75 feet, and a chord bearing North 21 degrees 47 minutes 59 seconds East 193.64 feet; THENCE from the original right-of-way South 64 degrees 30 minutes 50 seconds East 40.00 feet perpendicular to the centerline of State Road 827 and to the Point of Beginning; containing 3.69 acres, more or less, to the right-of-ways, and 4.12 acres, more or less, to the centerline, excluding land that has been deeded to Steuben County.

Exhibit B


HARCOURT RD
Area To Be Zoned:
IS
Angola Trail
KREBS CT
HENNEY ST
PLANS
PLANS
PLANS
498
500

City of Angola
Plan Commission
Staff Report

Project Name:	Sheets Family Park
Application Type:	Rezone
Applicant:	Jones Petrie Rafinski
Owner:	YMCA of Steuben County
Location:	500 Block of E Harcourt Rd
Current Zoning & Overlay Districts:	Small to Medium General Commercial (C1) District
Proposed Zoning:	IS: Institutional District
Current Use:	Vacant
Hearing Date:	July 10, 2023
Required Notice:	Legal Notice of the Public Hearing appeared in The Herald Republican on June 30, 2023. Thirty-one (31) property owners within 300-feet of the project were sent notice by Certificate of Mailing on June 21, 2023.
Applicable Code Provisions:	Title 18: Unified Development Ordinance Indiana Code: Zoning Ordinance 36-7-4-600 Series
Floodplain Status:	Not within a floodplain

Summary

In 1998, Breeden YMCA was established in Steuben near the intersection of Harcourt Rd and Williams St. Their mission is to strengthen community by empowering young people, by improving the health and well-being of people of all ages, and inspiring action in and across communities. Over the course of three decades, the property has exchanged hands from Charles Sheets to the Breeden YMCA INC and settling with Young Mens Christian Association (YMCA) of Steuben County.

In March of 1998, Charles Sheets purchased a 4.12-acre lot towards the East end of the YMCA campus, later transferring ownership to YMCA of Steuben County in 2022. This property was left zoned C1 in hopes of commercial development. The YMCA of Steuben County in conjunction with Charles Sheets have the vision of creating Sheets Family Park, a development to include an inclusive playground, splash pad, pickleball courts, pavilion, public restrooms, and community gathering space. This type of development is not permitted within the C1 zoning district, and a determination was made for the parcel to be zoned IS: Institutional District to accommodate many of the key components included in this type of development.

Applicable Zoning Code Provisions

Although an end user is identified in this case, the following permitted uses would be permitted by right if the rezone request were approved.

(A) Accessory Permitted Uses.
- (1) Small wind turbine system.

(B) Commercial Permitted Uses.
- (1) Technology park.

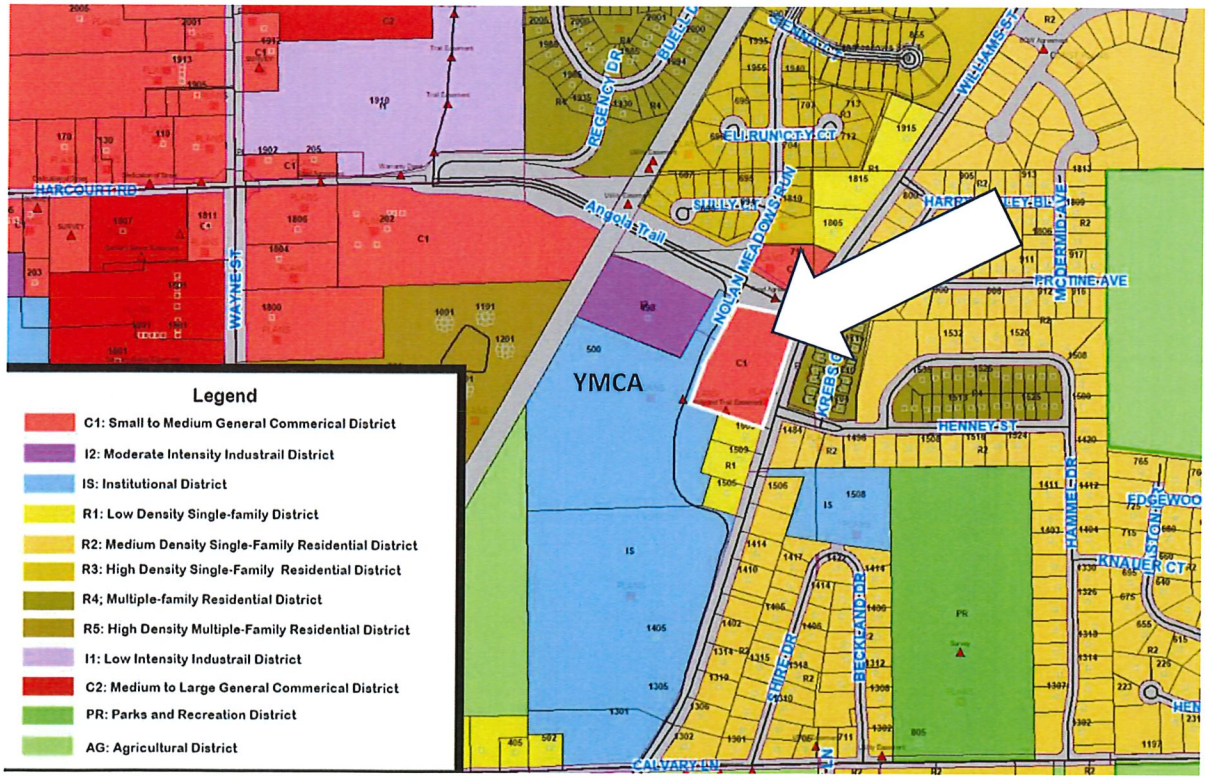
(C) Institutional Permitted Uses.
- (1) Bus station.
- (2) Cemetery or mausoleum.
- (3) Child care institution.
- (4) Church, temple or mosque.
- (5) Community center.
- (6) Government office.
- (7) Government operation (non-office).
- (8) Hospital.
- (9) Library.
- (10) Museum.
- (11) Parking lot, public.
- (12) Police, fire or rescue station.
- (13) Post office.
- (14) School (P – 12).
- (15) Swimming pool, public.
- (16) Trade or business school.
- (17) University or college.

(D) Residential Permitted Uses.
- (1) Nursing home

Contextual Zoning & Land Use

The property is zoned C1: Small to Medium General Commercial. Surrounding land uses include:

- North – Project Help and Nolan Meadows
- East – Subdivisions: The Fountains and Herrington Heights
- South – R1 Residential, Assembly of God, and YMCA lot
- West – YMCA, Commercial restaurants and businesses, and Village Green Apartment Complex



Site Photos



View looking NW over lot from Williams St



View looking directly West over lot from Williams St



View looking SW over lot from Intersection Williams St & SR-827 (Harcourt Rd)



View looking directly South over lot from SR-827 (Harcourt Rd)



View looking SE over lot from Entrance to YMCA of Steuben County



View looking NE over lot from YMCA of Steuben County parking lot

Comprehensive Plan

Principle 1 – MANAGE COMMUNITY FORM AND GROWTH

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

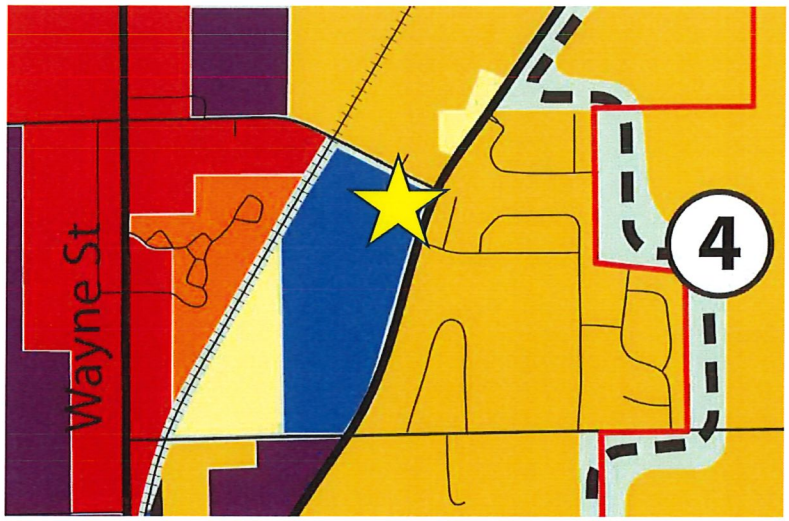
Principle 4 – Nurture Environmental Quality

- Objective 4.10: Add a city park on the north side of the city to serve existing and proposed residential areas on the north side.

Principle 5 – PROMOTE ECONOMIC VIBRANCY

- Objective 5.7: Increase efforts to attract and retain businesses and residents.

The Future Land Use maps shows this area as Institutional with Medium Density Residential practically surrounding the property besides general commercial and high density residential to the west.



Public Input

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

Staff Conclusion & Recommendations

In conclusion, Staff is supportive of the request. The development of this property is beneficial to the community by providing a much-needed public amenity for families with young children to enjoy. Furthermore, the addition of a park on the north side of city limits improves the quality of life to the community and the rapidly growing residential neighborhoods close by.

It should be noted that a development plan for the splash pad will appear in front of this board in the near future. First, the developer will apply for a land use variance for an 'Outdoor Sports Complex'. We are projecting that no development standard variances are needed.

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

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

Motion to:

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

Vote of Members:

	Yes	No	Abstain	Absent
Jerold McDermid				
Veryl Carpenter				
Jeff Martin				
Amanda Cope				
Joshua Fletcher				
Christina King				
Brant Moore				
Jeffrey Peters				
Nick Sutton				
Susan Ralston				
Stephen White				

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

City of Angola Plan Commission
Certificate and Recommendation

On June 12, 2023, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by Todd Fredrick (property owner) for 40.90-acres of land located in the 3400 block of N SR-127 (Parcel ID760602000031000011). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

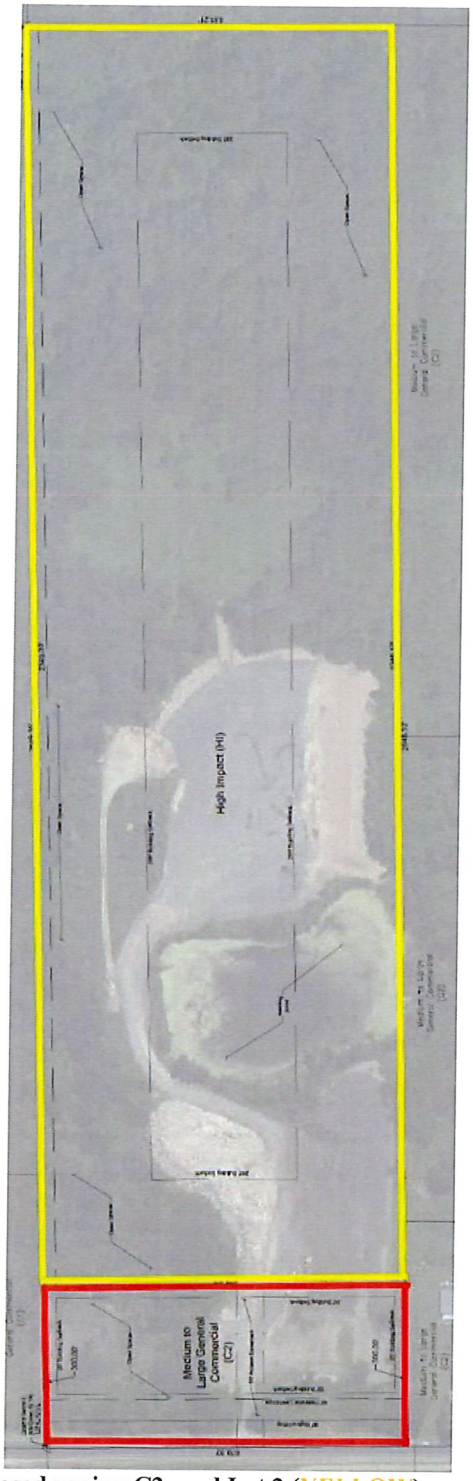
The rezoning request includes changing the zoning of the property; the front lot of 4.5-acres (lot 1) to C2: Medium to Large General Commercial District and the second lot of 36-acres (lot 2) to HI: High Impact *with a recorded commitment for the sole permitted use of concrete batch plant to be permitted as long as the property is zoned HI.*

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

Certified by:

Brett Steele, *Planner*
Economic Development and Planning Department

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org



Lot 1 (RED) proposed zoning C2; and Lot 2 (YELLOW) proposed zoning HI.

ORDINANCE NO. 1737-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately 36.515-acres of land to High Impact (HI) District; with commitment of the sole permitted use of 'Concrete Batch Patch' to be permitted as long as the property is zoned HI: High Impact. The property includes Speedway Professional Park as part of Parcel ID 76060200003100011 located on SR-127.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its June 12, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on June 12, 2023, heard input from the public and ultimately forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

WHEREAS, the City of Angola Plan Commission per IC36-7-4-1015 required a commitment of the sole permitted use of 'Concrete Batch Plant' to be permitted as long as the property is zoned HI: High Impact.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The 36.515-acre parcel located on SR-127. The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to High Impact (HI) District; with a commitment of the sole permitted use of 'Concrete Batch Plant' to be permitted as long as the property is zoned HI: High Impact.

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

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2023.

_____
Richard M. Hickman, Mayor

Attest:

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Richard M. Hickman, Mayor

Exhibit A

Parcel ID 760602000031000011

RECORD LEGAL DESCRIPTION

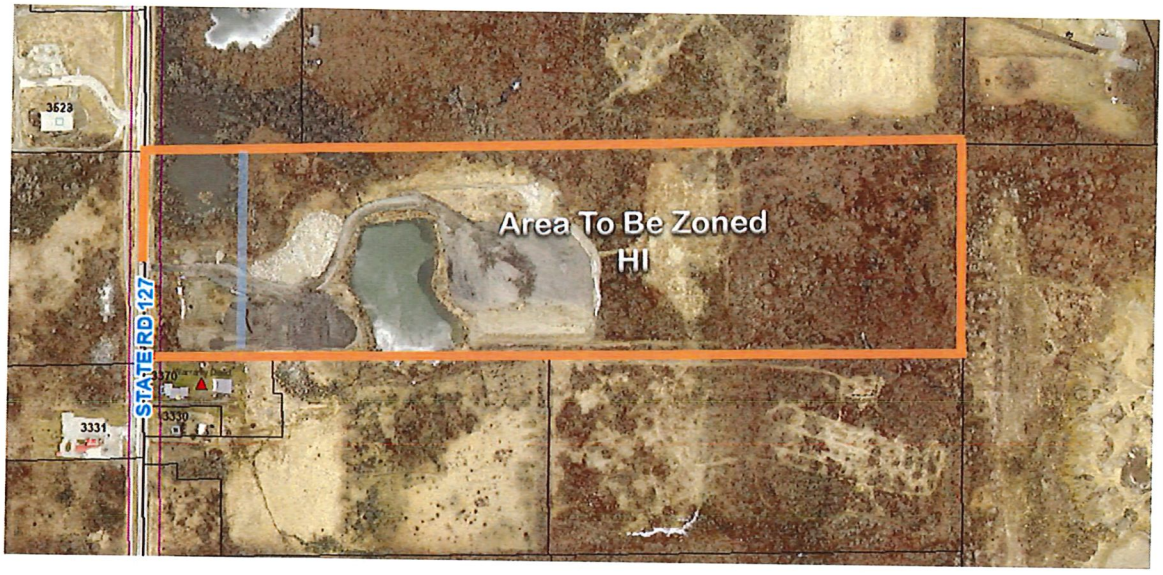
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, EXCEPTING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING EAST ON THE QUARTER QUARTER SECTION LINE (CALLED THE EIGHTH LINE) A DISTANCE OF 255.0 FEET; THENCE NORTH 486.0 FEET PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE RUNNING THRU SAID SECTION 2; THENCE WEST PARALLEL WITH THE EIGHTH, OR QUARTER QUARTER, SECTION LINE, 255.0 FEET; THENCE SOUTH 486.0 FEET ON THE QUARTER SECTION LINE BACK TO THE TRUE POINT OF BEGINNING, SAID TRACT OF LAND BEING SUBJECT TO ONE-HALF OR 50 FEET OFF THE WEST SIDE OF THE ABOVE DESCRIBED PURPOSES ONLY. ALSO, EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 0°44'58" EAST, 646.14 FEET; THENCE SOUTH 89°24'29" WEST, 2640.7 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 160 FEET ALONG THE QUARTER SECTION LINE (CENTERLINE OF OLD U.S. HIGHWAY 27); THENCE NORTH 89°24'29" EAST, 255 FEET; THENCE SOUTH 486 FEET TO THE QUARTER, QUARTER SECTION LINE; THENCE NORTH 89°24'29" EAST, 2377.25 FEET TO THE POINT OF BEGINNING.

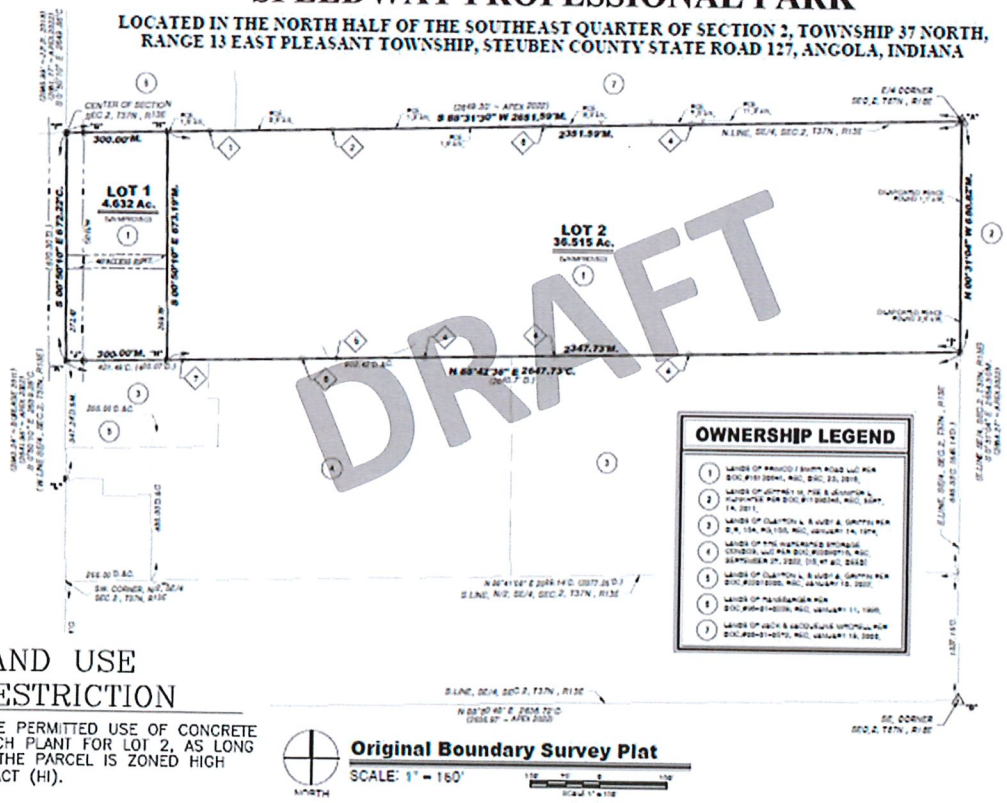
Further subdivided Speedway Professional Park, Lot 2

Exhibit B



PRIMARY PLAT OF:
SPEEDWAY PROFESSIONAL PARK

LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST PLEASANT TOWNSHIP, STEUBEN COUNTY STATE ROAD 127, ANGOLA, INDIANA



LAND USE RESTRICTION

SOLE PERMITTED USE OF CONCRETE BATCH PLANT FOR LOT 2, AS LONG AS THE PARCEL IS ZONED HIGH IMPACT (HI).

ORDINANCE NO. 1738-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately 4.632-acres of land to Medium to Large General Commercial (C2) District. The property includes Speedway Professional Park as part of Parcel ID 760602000031000011 located on SR-127.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its June 12, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on June 12, 2023, heard input from the public and unanimously forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The 4.632-acre parcel located on SR-127. The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the Medium to Large General Commercial (C2) District.

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

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2023.

_____
Richard M. Hickman, Mayor

Attest:

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Richard M. Hickman, Mayor

Exhibit A

Parcel ID 760602000031000011

RECORD LEGAL DESCRIPTION

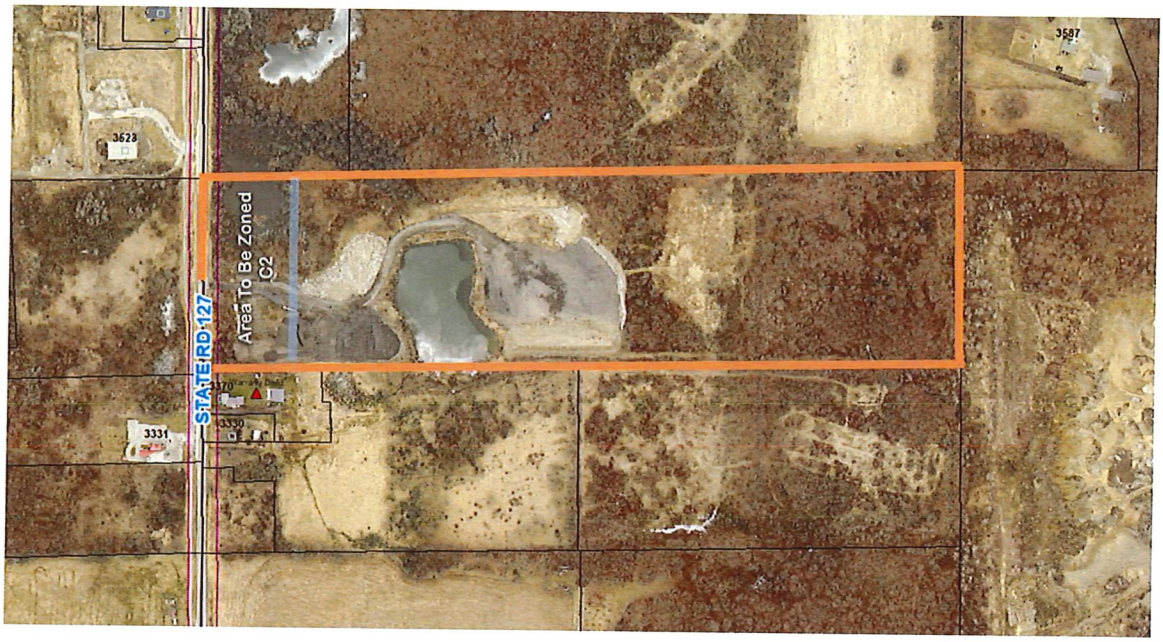
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, EXCEPTING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING EAST ON THE QUARTER QUARTER SECTION LINE (CALLED THE EIGHTH LINE) A DISTANCE OF 255.0 FEET; THENCE NORTH 486.0 FEET PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE RUNNING THRU SAID SECTION 2; THENCE WEST PARALLEL WITH THE EIGHTH, OR QUARTER QUARTER, SECTION LINE, 255.0 FEET; THENCE SOUTH 486.0 FEET ON THE QUARTER SECTION LINE BACK TO THE TRUE POINT OF BEGINNING, SAID TRACT OF LAND BEING SUBJECT TO ONE-HALF OR 50 FEET OFF THE WEST SIDE OF THE ABOVE DESCRIBED PURPOSES ONLY. ALSO, EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 0°44'58" EAST, 646.14 FEET; THENCE SOUTH 89°24'29" WEST, 2640.7 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 160 FEET ALONG THE QUARTER SECTION LINE (CENTERLINE OF OLD U.S. HIGHWAY 27); THENCE NORTH 89°24'29" EAST, 255 FEET; THENCE SOUTH 486 FEET TO THE QUARTER, QUARTER SECTION LINE; THENCE NORTH 89°24'29" EAST, 2377.25 FEET TO THE POINT OF BEGINNING.

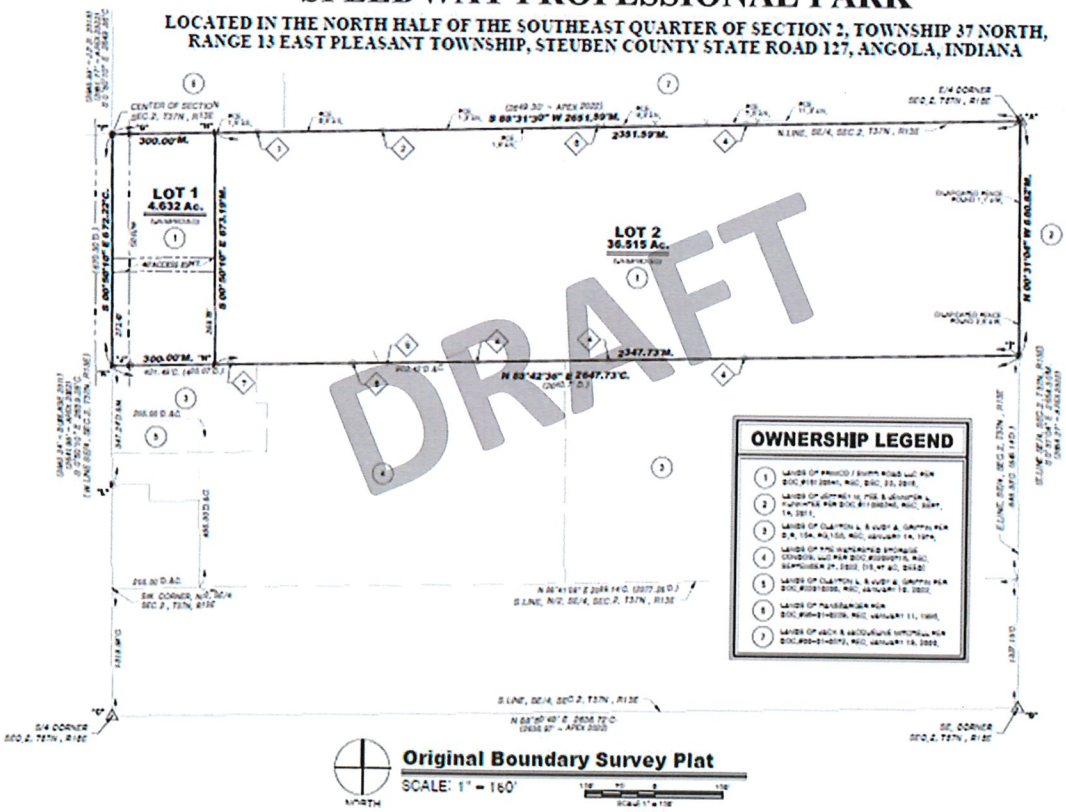
Further subdivided Speedway Professional Park, Lot 1

Exhibit B



PRIMARY PLAT OF:
SPEEDWAY PROFESSIONAL PARK

LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST PLEASANT TOWNSHIP, STEUBEN COUNTY STATE ROAD 127, ANGOLA, INDIANA

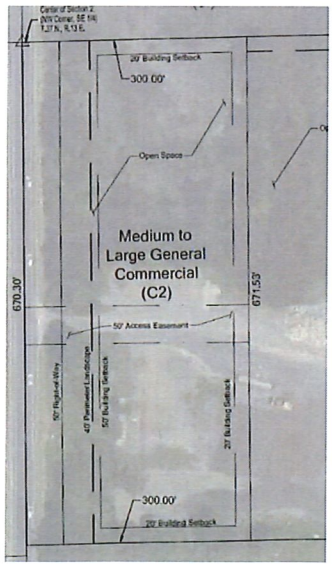


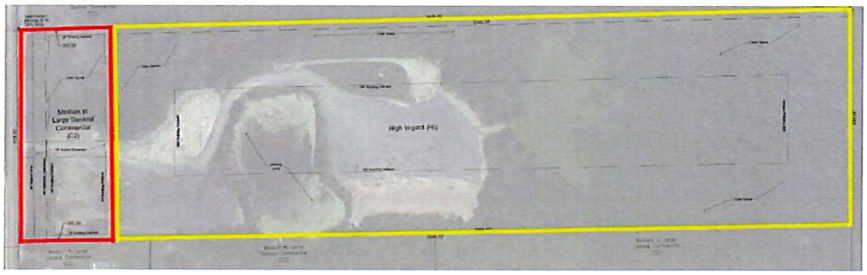
City of Angola
Plan Commission
Staff Report

Project Name:	Speedway Professional Park
Application Type:	Rezone
Applicant/Owner:	Primco / Smith Road, LLC
Location:	3400 block of N State Road 127 - ETJ
Current Zoning & Overlay Districts:	AG: Agricultural District
Proposed Zoning:	C2: Medium to Large General Commercial & HI: High Impact
Current Use:	Construction staging and stockpiling of materials
Proposed Use:	Commercial & Gravel or sand mining
Hearing Date:	June 12, 2023
Required Notice:	Legal Notice of the Public Hearing appeared in The Herald Republican on June 2, 2023. Nine (9) property owners within 300-ft of the project were sent notice by Certificate of Mailing on May 26, 2023.
Applicable Code Provisions:	Title 18: Unified Development Ordinance Indiana Code: Zoning Ordinance 36-7-4-600 Series Indiana Code: Subdivision Control 36-7-4-700 Series
Floodplain Status:	Not within a floodplain

Summary

The Primco/Smith Road LLC property along SR-127 has been utilized for construction staging and stockpiling of materials since at least 2006. Planning for the future, the company intends to relocate one of their concrete batch plants to this location. The petitioner has owned this 40.9-acre parcel of land since 2016 and wishes to plat the property into two lots and rezone each lot to maximize the area's growth.





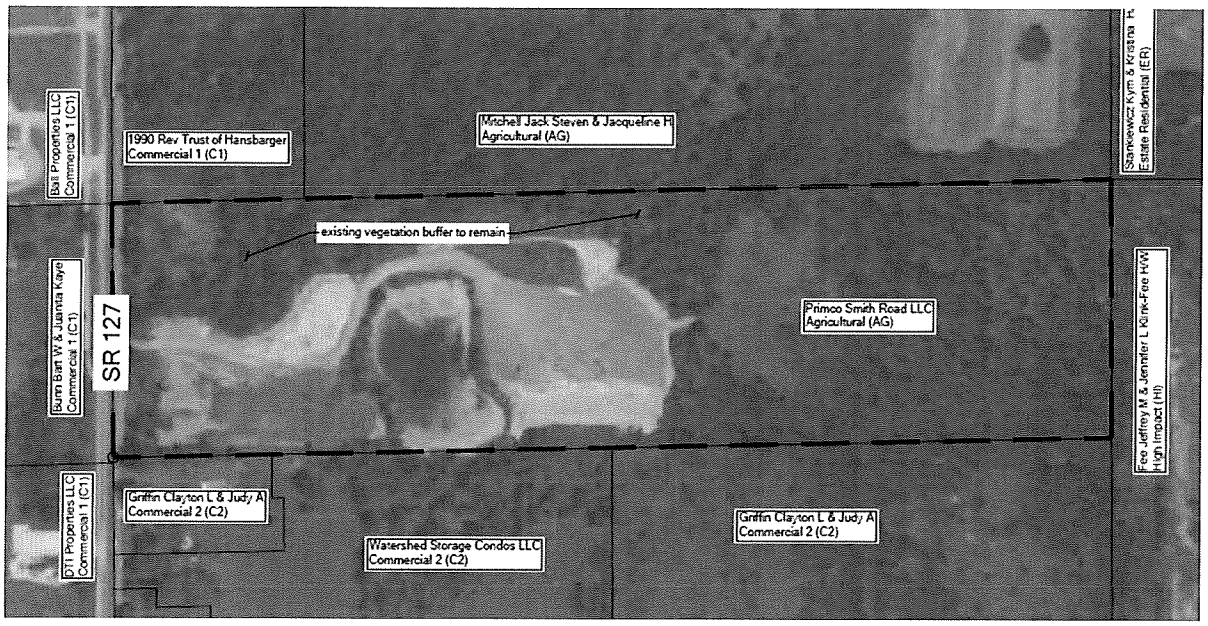
Currently, the City of Angola is in the advanced stages of negotiations and planning on running city utilities along State Road 127 to Pokagon State Park opening the possibility of growth north of the city limits. The petitioner wishes to plat approximately 4.5-acres (shown in **RED**) lot fronting the SR-127 to promote commercial development that provides goods and services to the regional population and tourist, rezoning this lot to C2: Medium to Large General Commercial District. Additionally, the second lot will encompass the remaining acreage of 36-acres (shown in

YELLOW) requesting a rezone to HI: High Impact District to accommodate the future operation of gravel/sand mining.

The petitioner desires favorable recommendation on proposed rezone before presenting primary plat before plan commission on July 10th.

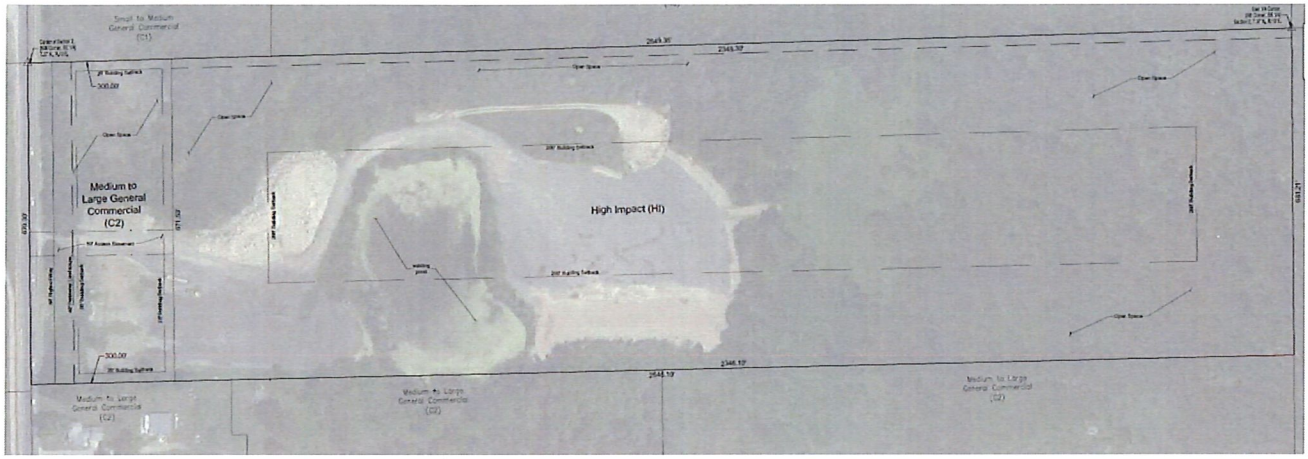
Site Plan

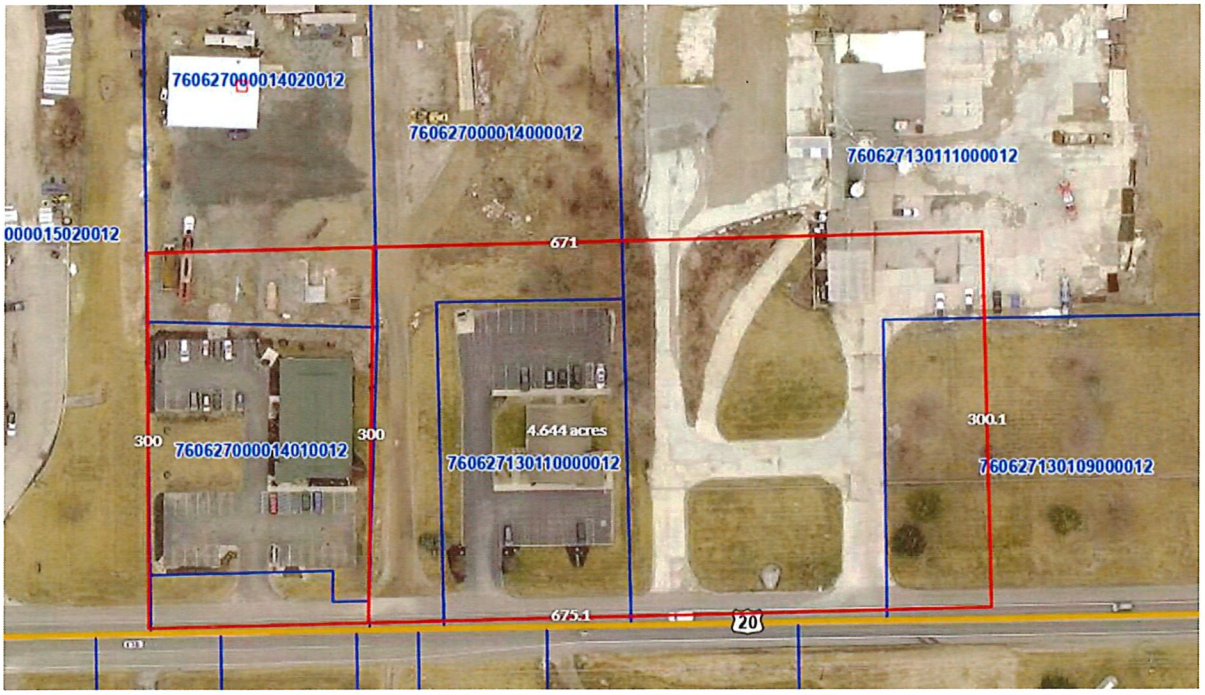
Existing



Proposed

The proposed plat would include 4.5-acres along SR-127 and would include a 50-ft access easement along the existing drive lane to the remainder of the property. On the north side of this drive the property has a standing pond and would likely not be developable. On the south side of the drive is feasible to have a commercial building and associated parking.





*Example of Commercial Use structure within the proposed commercial area (Outlined in **RED**) as seen from IMI, 1310 W Maumee St. This includes Indiana Farm Bureau Insurance and Cameron Family Medicine.*

Applicable Zoning Code Provisions

Although an end user is identified in this case, the following permitted uses would be permitted by right if the rezone request were approved:

HI: High Impact

(A) Accessory Permitted Uses.

(1) Small wind turbine system.

(B) Commercial Permitted Uses.

(1) Amusement park.
(2) Race track.
(3) Shooting range.
(4) Stadium.
(5) Truck stop.
(6) Type 6 retail, special handling.

(C) Industrial Permitted Uses.

(1) Construction demolition landfill.
(2) Gravel or sand mining.
(3) Incinerator.
(4) Junkyard.
(5) Metal shredding.
(6) Rendering plant.
(7) Sanitary landfill or refuse dump.
(8) Scrap metal yard.
(9) Sewage treatment plant.
(10) Storage tanks (hazardous).
(11) Storage tanks (nonhazardous).

(D) Institutional Permitted Uses.

(1) Jail.
(2) Juvenile detention facility.
(3) Prison

C2: Medium to Large General Commercial

(A) Accessory Permitted Uses.

(1) Farmers' market.
(2) Permanent outdoor display area.
(3) Small wind turbine system.

(B) Commercial Permitted Uses.

(1) Automobile oriented business.
(2) Bank machine or ATM drive-up.
(3) Bank machine or ATM walk-up.
(4) Bank with drive-up window.
(5) Bank without drive-up window.
(6) Banquet hall.
(7) Bar or tavern.
(8) Barber or beauty shop.
(9) Billiard or arcade room.
(10) Bowling alley.
(11) Broadcast studio.
(12) Club or lodge.
(13) Coffee shop.
(14) Coin laundry.
(15) Commercial training facility or school.
(16) Country club.
(17) Dance or night club.
(18) Day care, adult.
(19) Day care, child.
(20) Delicatessen.
(21) Fitness center or health club.
(22) Funeral home or mortuary.
(23) Gas station.
(24) Health spa or day spa.
(25) Hotel or motel.
(26) Ice cream shop.
(27) Kennel.
(28) Miniature golf.
(29) Movie theater.
(30) Office, construction trade.
(31) Office, design services.
(32) Office, general services.
(33) Office, medical.
(34) Photographic studio.
(35) Recreation center or play center.
(36) Restaurant.
(37) Restaurant with drive-up window.
(38) Restaurant with outdoor dining.
(39) Skating rink.
(40) Studio arts.
(41) Swimming pool.
(42) Tailor or pressing shop.
(43) Tanning salon.
(44) Tattoo or piercing parlor.
(45) Type 1 retail, very low intensity.
(46) Type 2 retail, low intensity.
(47) Type 3 retail, medium intensity.
(48) Type 4 retail, high intensity.

(C) Industrial Permitted Uses.

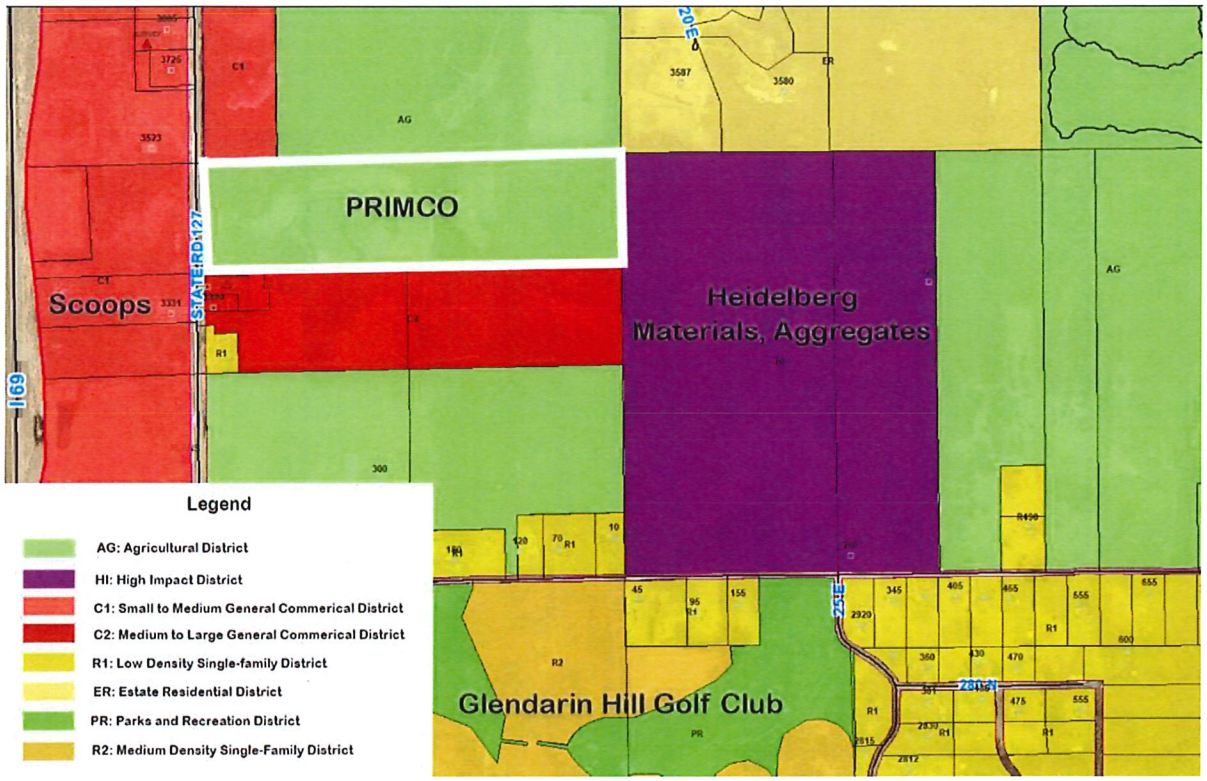
(1) Warehouse self storage facility.

(D) Institutional Permitted Uses.
(1) Government office.
(2) Parking lot, public.
(3) Recycling collection point.
(4) Trade or business school.
(E) Residential Permitted Uses.
(1) Nursing home.

Contextual Zoning & Land Use

The property is zoned AG: Agricultural District. The property is located in the City's Extra-Territorial Jurisdiction (ETJ). Surrounding land uses include:

- North – C1 land, Agricultural, and Estate Residential to the Northeast
- East – Sand and Gravel pit zoned HI
- South – future site of Watershed Storage Condos and agricultural district
- West – C1 properties; Scoops Ice Cream



Site Photos



Looking East upon entry



Looking NW over proposed C2 zoned Lot



Looking SW over proposed C2 zoned Lot



Looking East over remaining Land to be zoned HI



NE of pond, looking east over pad area for batch plant placement



Panoramic – Looking East over pad.

Comprehensive Plan

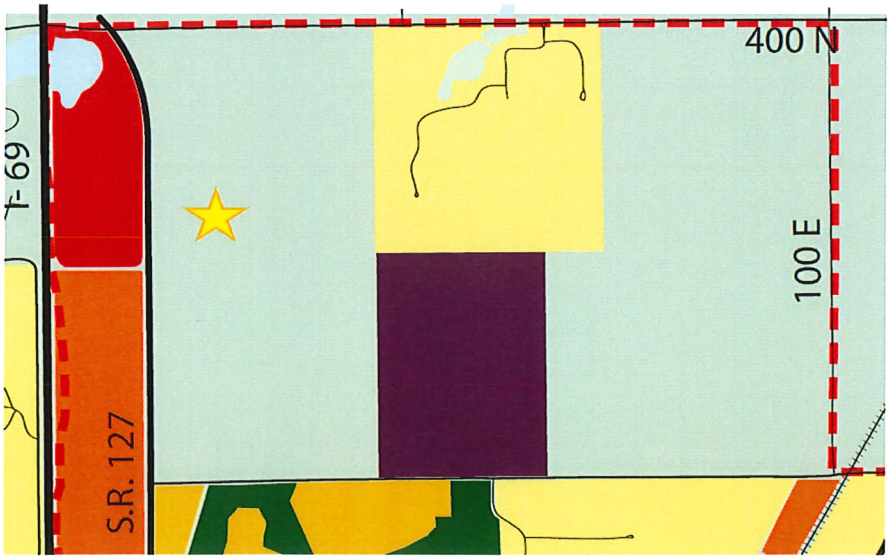
Principle 1 – MANAGE COMMUNITY FORM AND GROWTH

- Objective 1.2 – Utilize the Land Classification Plan and Land Classification Plan Map as the foundation for zoning decisions.
- Objective 1.5: Strongly encourage redevelopment of underutilized, vacant, or abandoned structures and lots.

Principle 5 – PROMOTE ECONOMIC VIBRANCY

- Objective 5.3: Ensure that shovel-ready sites are available for business and industrial growth.
- Objective 5.7: Increase efforts to attract and retain businesses and residents.

The Future Land Use map shows this area as Agricultural with General Commercial to the West/Northwest, High Density Residential to the southwest of the property, low density residential to the northeast, and Industrial to the east.



Public Input
Staff did not receive any public input as a result of the legal notices.

Staff Conclusion & Recommendations
In conclusion, the development of this property further connects and densifies our sprawling commercial growth to the north. The property is beyond large enough to accommodate all development standards for HI district and the commercial outlot will capitalize on the potential expansion of utilities and enhance the visual appearance of the corridor.

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

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

Motion to:

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

Vote of Members:

	Yes	No	Abstain	Absent
Jerold McDermid				
Veryl Carpenter				
Jeff Martin				
Amanda Cope				
Joshua Fletcher				
Christina King				
Brant Moore				
Jeffrey Peters				
Nick Sutton				
Susan Ralston				
Stephen White				

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

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

Motion to:

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

Vote of Members:

	Yes	No	Abstain	Absent
Jerold McDermid				
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Nick Sutton				
Susan Ralston				
Stephen White				

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

City of Angola Plan Commission
Certificate and Recommendation

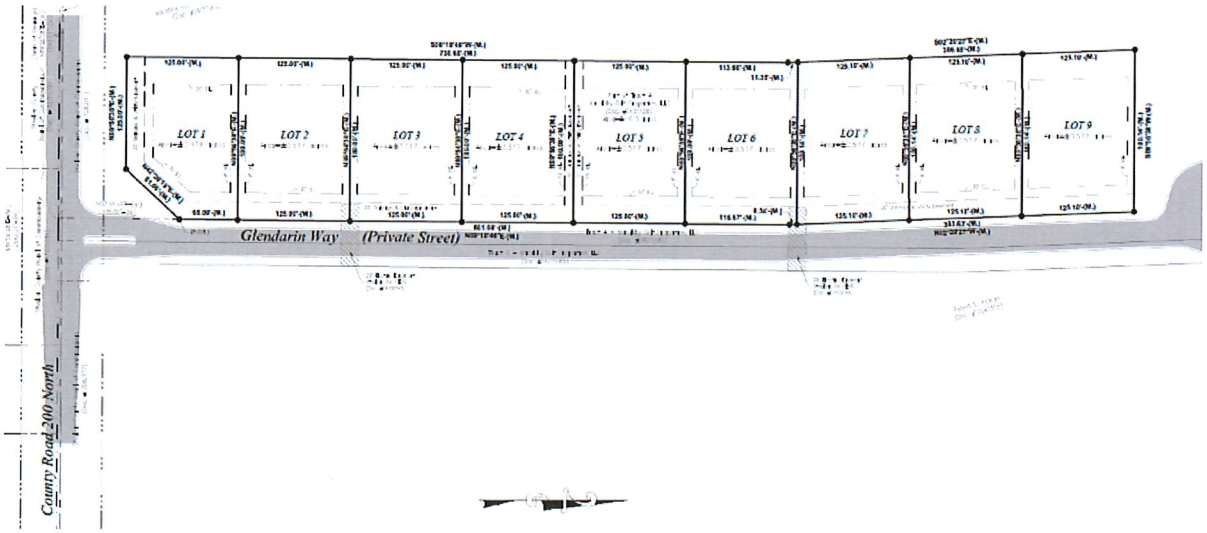
On July 10, 2023, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by Macabby Golf Properties LLC (property owner) for 4.615-acres of land located along Glendarin Way (Parcel ID 760612000015020011). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

The rezoning request includes changing the zoning of the property to R4: Multiple-Family Residential District.

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

Certified by:

Brett Steele, *Planner*
Economic Development and Planning Department



ORDINANCE NO. 1739-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of approximately 4.615-acre of land to Multiple-Family Residential (R4) District. The property includes The Villas of Glendarin Hills as part of Parcel ID 760612000015020011 located on Glendarin Way.

WHEREAS, Ordinance No. 1286-2008, as amended, adopted an Official Zoning Map for the City of Angola, Indiana; and

WHEREAS, Indiana Code section §36-7-4-600 et. Seq provides for amendments to the zoning map of a municipality by ordinance of the municipality; and

WHEREAS, the City of Angola Plan Commission at its July 10, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on July 10, 2023, heard input from the public and ultimately forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:

The 4.615-acre parcel located on Glendarin Way. The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the Multiple-Family Residential (R4) District.

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

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

ORDINANCE NO. 1739-2023

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2023.

_____
Richard M. Hickman, Mayor

Attest:

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Ryan Herbert, Clerk-Treasurer

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

_____
Richard M. Hickman, Mayor

Exhibit A

LEGAL DESCRIPTION

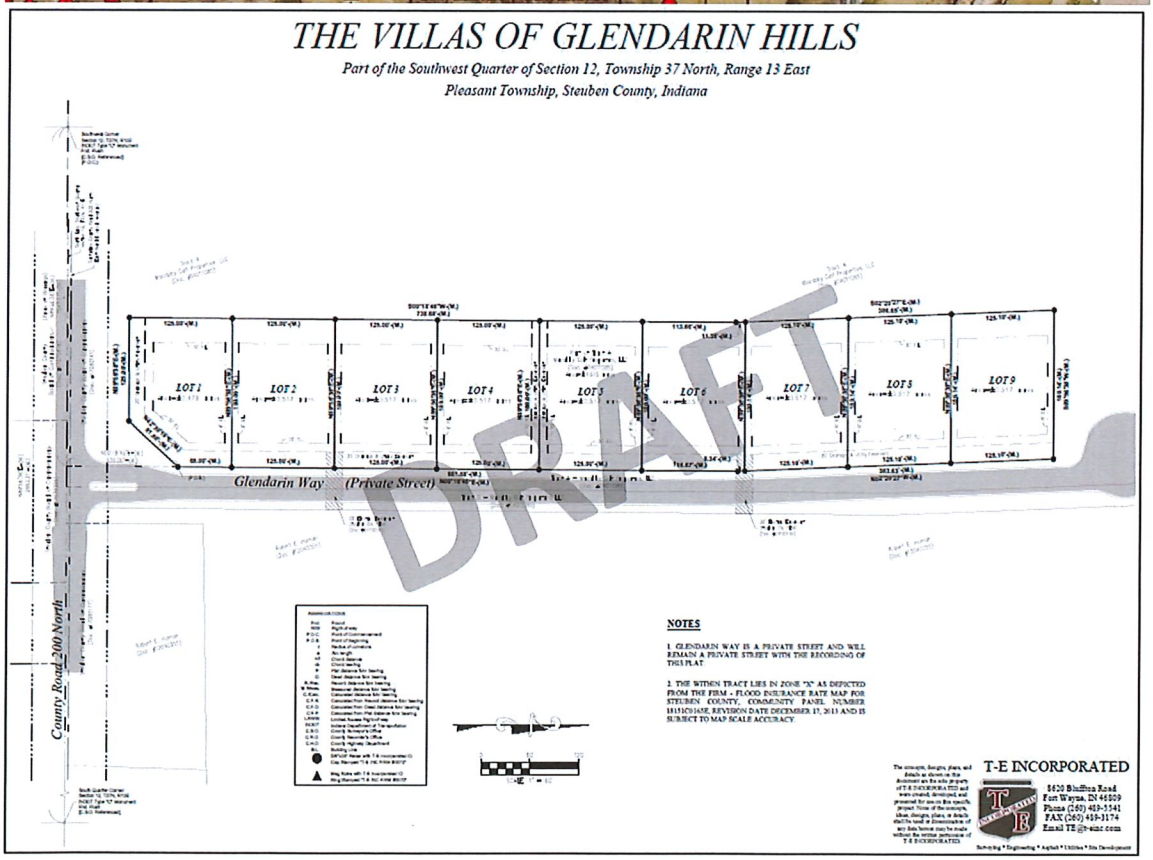
THIS DESCRIPTION, PREPARED BY AARON J. CARL, PROFESSIONAL SURVEYOR LICENSE NUMBER LS20800123 AND EMPLOYED BY T-E INCORPORATED, WAS CREATED AS PART OF AN ORIGINAL SURVEY FOR JOB NO. 23040 ON May 17, 2023. ALL DOCUMENTS REFERENCED HEREIN ARE RECORDED IN THE OFFICE OF THE RECORDER OF STEUBEN COUNTY, INDIANA.

PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EASE, PLEASANT TOWNSHIP, STEUBEN COUNTY, INDIANA, ALSO BEING PART OF TRACT "A" CONVEYED TO MACABBY GOLF PROPERTIES, LLC BY DOCUMENT 04011085, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, BEING MARKED BY AN INDOT TYPE C MONUMENT; THENCE NORTH 89 DEGREES 56 MINUTES 38 SECONDS EAST (BEING THE BASIS OF ALL BEARINGS THIS DESCRIPTION), ON AND ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1547.11 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 5/8-INCH DIAMETER REBAR WITH AN IDENTIFICATION CAP STAMPED "T-E INC FIRM ID #0070" (FROM HEREIN REFERRED TO AS "T-E CAP"); THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 681.68 FEET TO A "T-E CAP"; THENCE NORTH 02 DEGREES 20 MINUTES 27 SECONDS WEST, A DISTANCE OF 383.63 FEET TO A "T-E CAP"; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 180.14 FEET TO A "T-E CAP"; THENCE SOUTH 02 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 386.65 FEET TO A "T-E CAP"; THENCE SOUTH 00 DEGREES 18 MINUTES 46 SECONDS WEST, A DISTANCE OF 738.68 FEET TO A "T-E CAP"; THENCE NORTH 89 DEGREES 56 MINUTES 38 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A "T-E CAP"; THENCE NORTH 42 DEGREES 39 MINUTES 19 SECONDS EAST, A DISTANCE OF 81.66 FEET TO THE POINT OF BEGINNING, CONTAINING 4.615 ACRES, MORE OR LESS, BEING SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Exhibit B


BAGPIPERS WAY
110
106
104
102
3110
3030
3068
3049
3021
3026
Area To Be Zoned: R4
GLENDARIN WAY
400
438
200 N
WENDELL JACOB AVE
Warranty Deed
Utility Easement
Road Easement
PLANS


THE VILLAS OF GLENDARIN HILLS
Part of the Southwest Quarter of Section 12, Township 37 North, Range 13 East
Pleasant Township, Steuben County, Indiana
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
Glendarin Way (Private Street)
County Road 200 North
DRAFT
NOTES
1. GLENDARIN WAY IS A PRIVATE STREET AND WILL REMAIN A PRIVATE STREET WITH THE RECORDING OF THIS PLAT
2. THE WITHIN TRACT LIES IN ZONE "X" AS DEPICTED FROM THE FIRM - FLOOD INSURANCE RATE MAP FOR STEUBEN COUNTY, COMMUNITY PANEL NUMBER 18151C0165E, REVISION DATE DECEMBER 17, 2013 AND IS SUBJECT TO MAP SCALE ACCURACY
T-E INCORPORATED
8620 Bluffton Road
Fort Wayne, IN 46809
Phone (260) 459-5541
FAX (260) 459-3174
Email TE@t-einc.com

City of Angola
Plan Commission
Staff Report

Project Name:	The Villas of Glendarin Hills
Application Type:	Primary and Secondary Plat / Rezone
Applicant:	A&D Specs
Owner:	Glen Kelly
Location:	Glendarin Way (EJT)
Current Zoning & Overlay Districts:	PR: Parks and Recreation
Proposed Zoning:	R4: Multiple-Family Residential District
Current Use:	Golf Course
Proposed Use:	Dwelling, Two-Family (Duplex)
Hearing Date:	July 10, 2023
Required Notice:	Legal Notice of the Public Hearing appeared in The Herald Republican on June 30, 2023. Thirty (30) property owners within 300-ft of the project were sent notice by Certificate of Mailing on June 27, 2023.
Applicable Code Provisions:	Title 18: Unified Development Ordinance Indiana Code: Zoning Ordinance 36-7-4-600 Series Indiana Code: Subdivision Control 36-7-4-700 Series
Floodplain Status:	Not within a floodplain

Summary

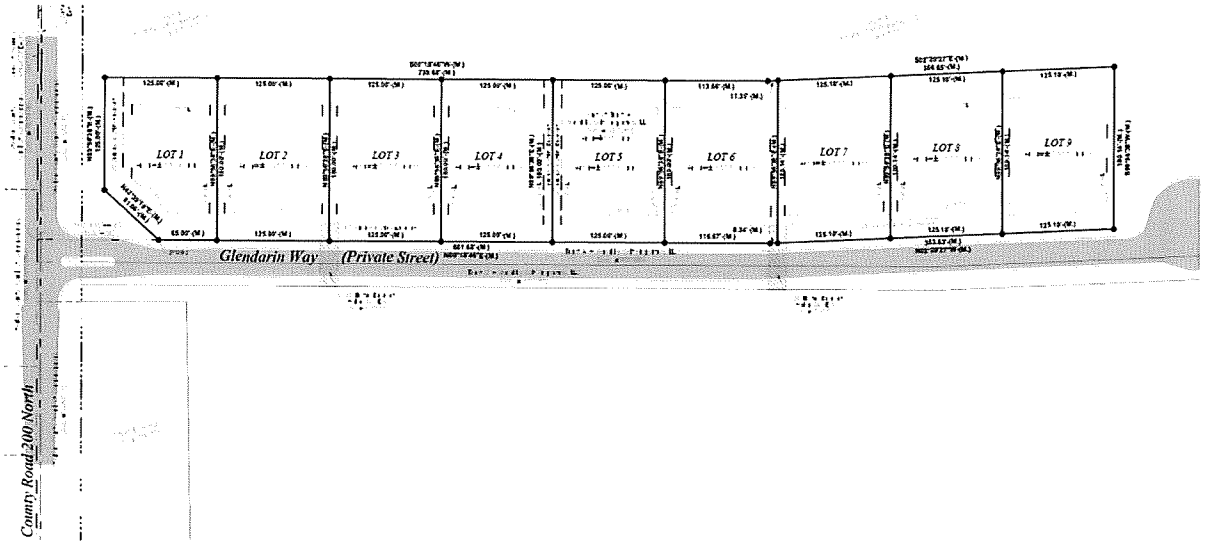
The Villas of Glendarin Hills is a 9-lot subdivision to be divided from a 92.71-acre parcel currently being used by Glendarin Hills Golf Club. The 9-lots are located along the west side of Glendarin Way (Private Street) connecting to CR 200 N. The stretch of lots will span approximately 0.25-mile north consuming vacant land built up of vegetation and consist of two accessory buildings being utilized as maintenance facilities by the golf course. With construction set to begin soon of the new Glendarin Storage building northwest of the club house, these two accessory buildings will be razed.



The current zoning is PR: Parks and Recreation, which supports the use of a golf course. The petitioner requests the 9-lots, a total of 4.615-acres to be rezoned to R4: Multiple-Family Residential to accommodate residential permitted use of dwelling, two-family (duplex). Each lot will connect to city utilities at Glendarin Way and have an in/egress easement along Glendarin Way.

Site Plan

The standard residential subdivision would include 4.615-acres along Glendarin Way (Private Road). Lot 1 is the smallest lot at ±0.479-acre and the remaining lots, 2-9, are all ±0.517-acres. All lots provide adequate setbacks for electrical, drainage, and utility easements. The petitioner has proposed to build nine duplexes, which would provide eighteen housing units, to meet all standards within the ordinances. All proposed lots will be accessed via Glendarin Way and an established cul-de-sac at the northern end of the subdivision.



Applicable Zoning Code Provisions

Although an end user is identified in this case, the following permitted uses would be permitted by right if the rezone request were approved:

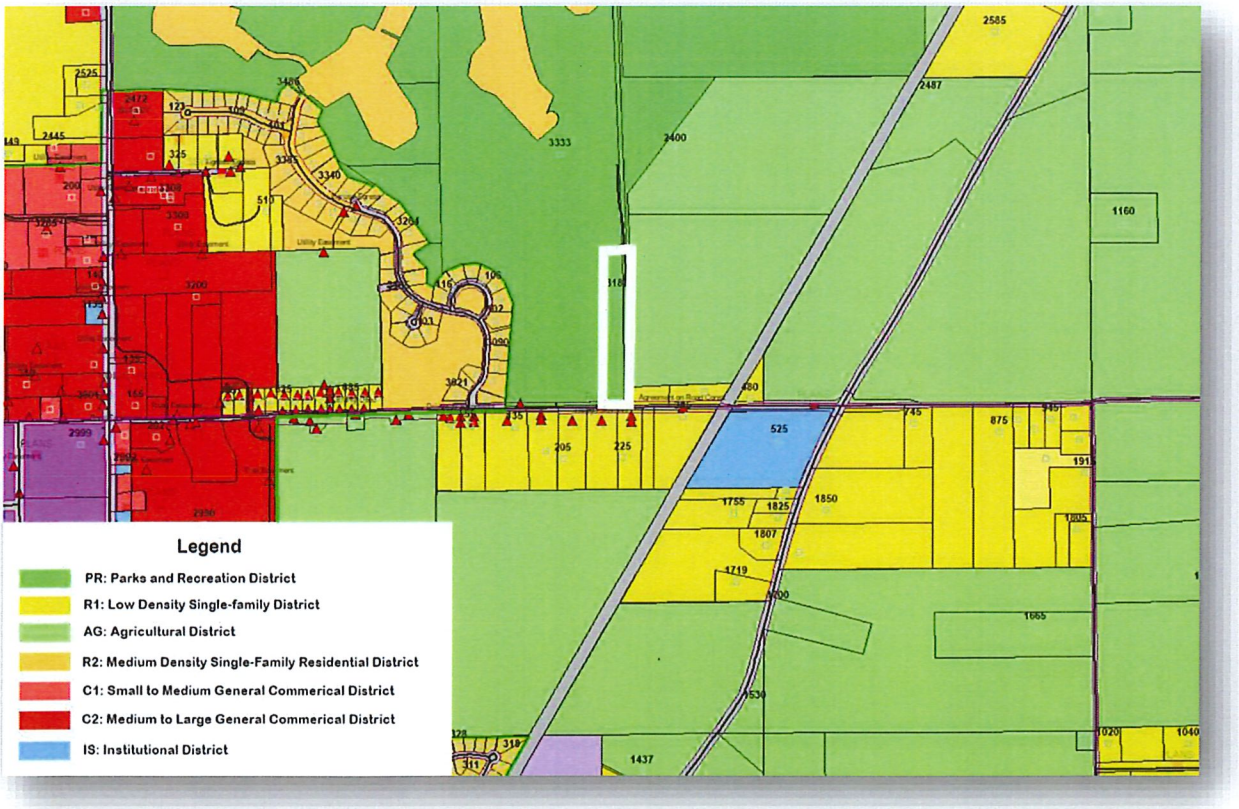
(A) Accessory Permitted Uses.
- (1) Home business, type 1.
- (2) Home business, type 2.
- (3) Small wind turbine system.

(B) Residential Permitted Uses.
- (1) Assisted living facility.
- ***(2) Dwelling, two-family (duplex).***
- (3) Dwelling, three-family (triplex).
- (4) Dwelling, four-family (quadplex).

Contextual Zoning & Land Use

The property is zoned PR: Parks and Recreation. The property is located in the City's Extra-Territorial Jurisdiction (ETJ). Surrounding land uses include:

- North – Glendarin Hills Golf Club and vacant agricultural zoning
- East – Low Density Residential and Fairview Missionary Church
- South – Low Density Residential and vacant agricultural zoning
- West – Glendarin Hills Golf Club, Low/Medium Density Residential, large commercial stores



Site Photos



View looking NW from Entrance to Glendarin Way



View looking NW from Entrance to Glendarin Way cont.



View NW over lots with currently maintenance facilities from Glendarin Way



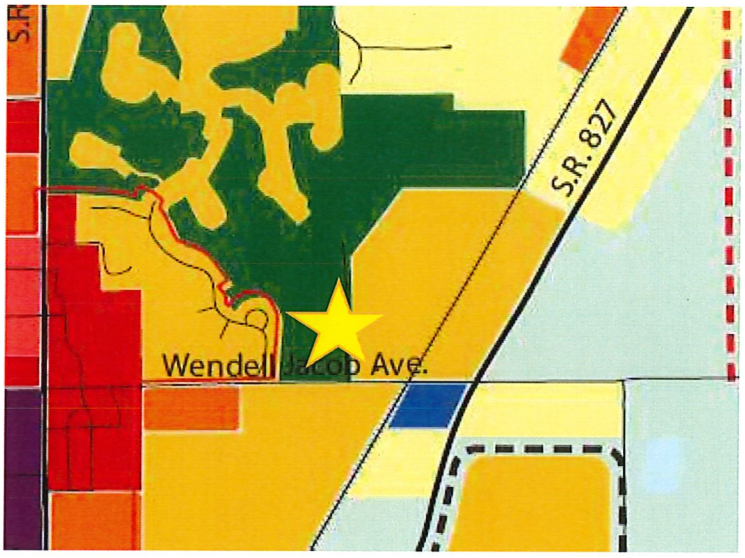
View looking SW from cul-de-sac on Glendarin Way

Comprehensive Plan

Principle 1 – MANAGE COMMUNITY FORM AND GROWTH

- Objective 1.2 – Utilize the Land Classification Plan and Land Classification Plan Map as the foundation for zoning decisions.
- Objective 1.5: Strongly encourage redevelopment of underutilized, vacant, or abandoned structures and lots.
- Objective 1.10: Encourage a broader range of housing types and mixed densities to better meet the needs of older residents and to appeal to younger families and the workforce in Angola and Steuben County.
- Objective 1.16(a): Promote housing growth to attract and support the regional workforce and creative class populations.

The Future Land Use map shows this area as Parks and Recreation with Medium Density Residential surrounding the area.



Steuben Co. Housing Study

Steuben Co. completed a housing study in 2020. The study reports potentially over 2,000 households of all income levels have the potential to move into Steuben Co. each year. 31% are younger singles or couples; 24% are empty nesters & retirees with 36% housing preference of rental units. The annual absorption rate for Angola alone is 26 to 33 rental units each year and 88 to 110 units county wide.

Public Input

Staff did not receive any public input as a result of the legal notices.

Staff Conclusion & Recommendations

In conclusion, staff is supportive of the request. The development of these properties is a simple and cost-effective way to increase density and allows more housing options within existing developed areas. Redeveloping underutilized lots to promote housing growth is desired per the Steuben County housing study. In addition, a dwelling, two-family (duplex) supports quality residential development of Steuben County.

The Plan Commission shall make the following findings of fact. Approval of findings may be in the form of a general statement. Disapproval of findings shall specify the provision of this title or city of Angola's construction standards with which there is not compliance or the manner in which the project is not consistent with the Angola Comprehensive Plan.

1. The subdivision of land is consistent with the Angola Comprehensive Plan.

IS (Approval): The Villas of Glendarin Hills is consistent with the Angola Comprehensive Plan future land use map and objectives 1.2, 1.5, 1.7, 1.10, and 1.16(a).

2. The subdivision of land satisfies the development requirements of Division IV of this title, Subdivisions.

WILL (Approval): The Villas of Glendarin Hills will satisfy the Subdivision Requirements established in Division 4: Subdivision Types for a residential development with no foreseeable variances, once plan review comments and conditions of approval are adequately addressed.

3. The subdivision of land satisfies the standards of Division V of this title, Design Standards.

WILL (Approval): The Villas of Glendarin Hills will satisfy the applicable Design Standard once plan review comments and conditions of approval are adequately addressed. The subdivision does not propose any internal streets or sidewalks.

4. The subdivision of land satisfies any other applicable provisions of this title.

WILL (Approval): The Villas of Glendarin Hills will satisfy other applicable provisions of the Unified Development Ordinance. The property will be developed in a manner consistent to complement the surrounding character, once the plan review comments and conditions of approval are adequately addressed.

5. The subdivision of land satisfies the construction requirements of the city of Angola's construction standards.

WILL (Approval): The Villas of Glendarin Hills is honoring easements and setbacks to those easements that serve the area, but any future construction will satisfy the construction requirements of the City of Angola.

Motion to:

____ Approve
____ Approve with Conditions
____ Approve with Commitments
____ Approve with Conditions & Commitments
____ Deny
____ Table to _____ (date)

Conditions of Approval:

1. _____
2. _____

Recorded Commitments:

1. _____
2. _____

Vote of Members:

	Yes	No	Abstain	Absent
Jerold McDermid				
Veryl Carpenter				
Jeff Martin				
Amanda Cope				
Joshua Fletcher				
Christina King				
Brant Moore				
Jeffrey Peters				
Nick Sutton				
Susan Ralston				
Stephen White				

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

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

Motion to:

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

Vote of Members:

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Stephen White				

invest steuben
Steuben Co. Economic Development Corp.

MEMORANDUM

TO: City of Angola

CC: Mayor Richard Hickman

FROM: Isaac R Lee, MBA, Executive Director
Steuben County EDC

DATE: July 11, 2023

SUBJECT: Industrial Contractors & Engineering Tax Abatement

I have reviewed the information submitted by Industrial Contractors and Engineering (ICE), regarding a proposal to add $969,000 in new machinery in 2023 to further plans of growth for the City of Angola location. Total New Jobs projected by this project include (3) with an average hourly wage above $18.00 per hour (not including benefits) at their current location. They are requesting consideration of a personal property tax abatement for this project.

Based on the submission of project information, the Steuben County EDC has scored the project and will recommend the approval of the proposed 3-year modified abatement for Personal Property provided in Resolution XXXXX. I have submitted the cost-benefit analysis summary as part of the local offering. This assumes that the company will remain in business at the same location for the next 15 years. I also assumed a discount rate of 5% and assumed that 75% of the new employees will reside in Steuben County. The rate of residency is derived from the company's current human resources data.

	Year 1	Year 2	Year 3
Personal Property Pert.	100%	100%	80%

The total value of this proposed tax abatement is estimated to be **$24,592**.

RESOLUTION NO. 2023-849

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

(Industrial Contracting & Engineering (Pokagon Trail Holdings LLC is Property Taxpayer) 319 Pokagon Trail, Angola, IN 46703)

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

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

WHEREAS, Industrial Contracting & Engineering (Pokagon Trail Holdings LLC is Property Taxpayer), an Indiana for-profit corporation (the "Applicant"), has paid any required filing fees and, pursuant to the ERA Designation Resolution, has filed with the Council a Statement of Benefits Personal Property/Form SB-1/PP for the installation of new manufacturing equipment for consideration and approval, a copy of which is attached hereto as Exhibit "B" and incorporated herein; and

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

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

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

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

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

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

a. The said Real Estate is zoned for industrial use and located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and

b. That the installation of new manufacturing equipment, all as described in the Statement of Benefits would be to the benefit and welfare of all citizens and taxpayers of the City; and

c. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunity to residents of the City; and

d. That the estimated increase in employment, increase in annual salaries, and the cost value of the installation of new manufacturing equipment, all as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and

e. That the estimate of the cost of the new manufacturing equipment is reasonable for equipment of the types set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the installation of the new manufacturing equipment; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed installation of the new manufacturing equipment; and the totality of benefits, is sufficient to justify the deduction.

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

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

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

Year of Deduction	Percentage
1st	100%
2nd	100%
3rd	80%

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

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

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

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

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

Section 8. This Resolution shall be effective upon passage.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. 2023-849

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this _____ day of July, 2023.

_____
Richard M. Hickman, Mayor and Presiding Officer

Attest:

_____
Ryan 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 July, 2023.

_____
Ryan Herbert, Clerk-Treasurer

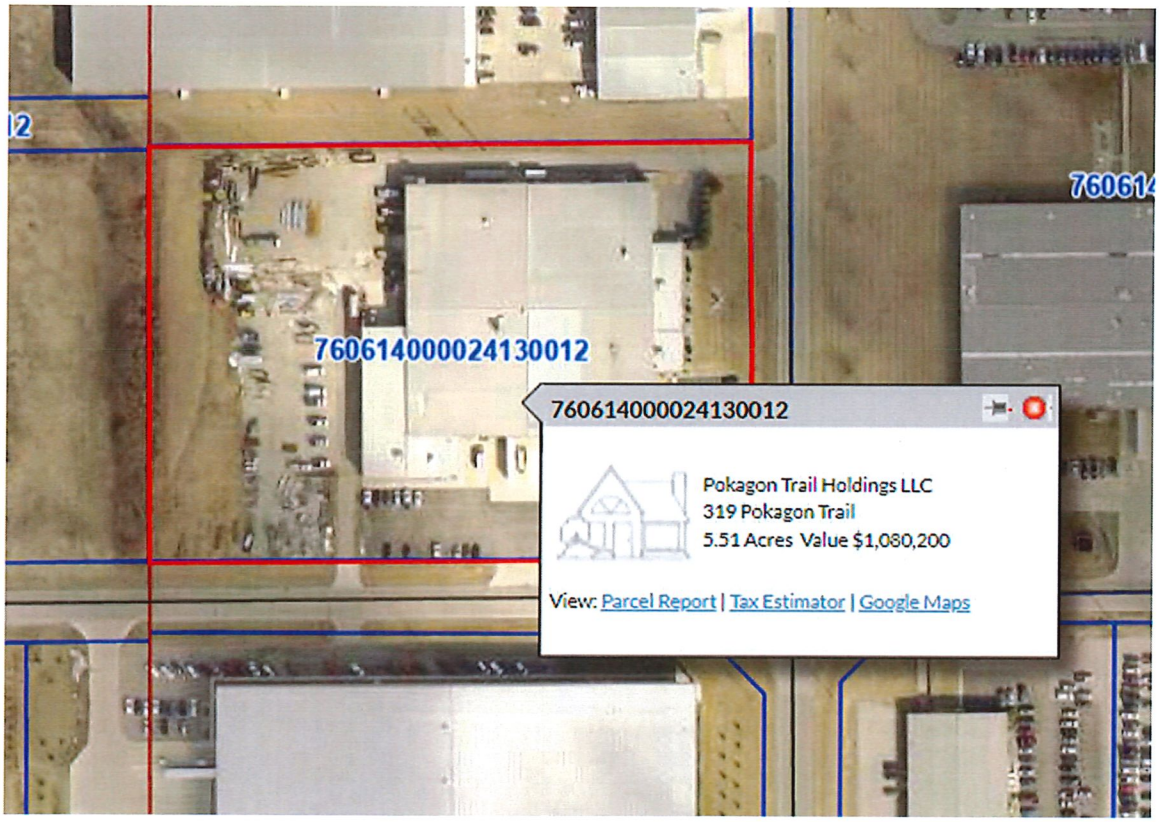
This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July, 2023.

_____
Richard M. Hickman, Mayor

RESOLUTION NO. 2023-849

EXHIBIT "A"
REAL ESTATE DESCRIPTION

Parcel ID Number: 760614000024130012
Industrial Contracting & Engineering (Pokagon Trail Holdings LLC)
319 Pokagon Trail, Angola, IN 46703)
Sec/Twp/Rng 14-37-13
ANGOLA CORP
PT NW1/4 Sec 14 5.507A
Steuben County
Township: PLEASANT TOWNSHIP
State District 012 ANGOLA CITY
City of Angola Zoning District: Moderate Intensity Industrial (I2) District



RESOLUTION NO. 2023-849

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

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

FORM SB-1 / PP

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

INSTRUCTIONS:

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

SECTION 1 TAXPAYER INFORMATION

Name of taxpayer	Name of contact person	
JK ICE Ventures, Inc.	Kenneth Wilson	
Address of taxpayer (number and street, city, state, and ZIP code)		Telephone number
319 Pokagon Trail, Suite C Angola, IN 46703		(260) 665-2123

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body		Resolution number (s)	
City of Angola			
Location of property	County	DLGF taxing district number	
319 Pokagon Trail, Suite C Angola, IN 46703	Steuben	76012	

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. *(Use additional sheets if necessary.)*		ESTIMATED	
		START DATE	COMPLETION DATE
Beam Line - $809,000	Manufacturing Equipment	09/01/2023	11/30/2023
Fork Truck - $34,950	R & D Equipment		
Paint Booth Fans, makeup air, louvers - $50,000	Logist Dist Equipment	09/01/2023	11/30/2023
Overhead Cranes - $75,000			
Electrical for the above - $35,000	IT Equipment		

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
34	2,200,000	34	2,200,000	3	165,000

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the **COST** of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values	1,229,150				100,500		4,950	
Plus estimated values of proposed project	969,000				34,950			
Less values of any property being replaced								
Net estimated values upon completion of project	2,198,150				135,450		4,950	

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (*pounds*) _____ Estimated hazardous waste converted (*pounds*) _____

Other benefits:

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Date signed (month, day, year)
Kenneth Wilson	7/11/2023
Printed name of authorized representative	Title
Kenneth Wilson	President

Page 1 of 2

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed _____ calendar years * *(see below)*. The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:
1. Installation of new manufacturing equipment; ☐ Yes ☐ No
2. Installation of new research and development equipment; ☐ Yes ☐ No
3. Installation of new logistical distribution equipment. ☐ Yes ☐ No
4. Installation of new information technology equipment; ☐ Yes ☐ No

☐ Enhanced Abatement per IC 6-1.1-12.1-18 *Check box if an enhanced abatement was approved for one or more of these types.*

C. The amount of deduction applicable to new manufacturing equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

D. The amount of deduction applicable to new research and development equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

E. The amount of deduction applicable to new logistical distribution equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

F. The amount of deduction applicable to new information technology equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

G. Other limitations or conditions *(specify)*_____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

☐ Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: _____ *(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)*

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ( )	Date signed *(month, day, year)*
Printed name of authorized member of designating body	Name of designating body	
Attested by: *(signature and title of attester)*	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17
Abatement schedules
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

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

RESOLUTION NO. 2023-850

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

WHEREAS, certain conditions have developed since the adoption of the existing annual budget for the year 2023 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for various functions of departments.

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

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

GENERAL FUND- BUILDING SAFETY

$8,000.00	from	101-312.00-00436.50 General Repairs & Maintenance
$8,000.00	to	101-312.00-00412.97 PT Assistant

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 17th day of July 2023 by the vote of _____ ayes and _____ nays.

_____
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 July 2023.

_____

Ryan P. Herbert, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2023.

_____

Richard M. Hickman, Mayor

CITY OF ANGOLA INDIANA
Department of Economic Development & Planning
210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

July 11, 2023

Mayor & Angola Common Council:

Trine University received the Lily Foundation Collage and Community Collaboration noncompetitive Phase 1 'planning' grant. This phase of the grant is to engage in planning activities aimed at envisioning and developing, in collaboration with community stakeholders, plans to enhance and revitalize in some significant way the quality of life and place in the community.

As part of the planning phase the city is partnering with Trine University and contracting HWC Engineering to host 3-days of public input sessions. These sessions will kick-off the City's update to the Downtown Revitalization Plan that was last complete in May 2008.

The Economic Development & Planning Department has budgeted for the expense and request approval of the agreement.

Thank you,

Jennifer Barclay
Director of Economic Development & Planning

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** ("Agreement") is recognized as being established the _____ day of _____, 2023 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "**HWC**") and City of Angola, Indiana and Trine University (hereinafter referred to as "**CLIENT**"), concerning the following:

The Project name, location and address:

Downtown Revitalization Master Plan
Angola, Indiana

The CLIENT's name and address:

City of Angola
210 N. Public Square
Angola, IN 46703

Trine University
One University Avenue
Angola, IN 46703

The Project's designated CLIENT representative and his/her contact information (including title, address, phone number, fax number and email address):

Jennifer Barclay
Economic Development + Planning Director
City of Angola, IN
210 N. Public Square
Angola, IN 46703
Phone 260-665-7465
jbarclay@angolain.org

Gretchen M. Miller
Vice President for Administration/Chief of Staff
Trine University
One University Avenue
Angola, IN 46703
260-665-4312
millerg@trine.edu

The Project's designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Cory J. Whitesell, P.E.
Director of Landscape Architecture and Planning
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
317-753-2200 (cell)
cwhitesell@hwcengineering.com

The applicable HWC Project number: 2023-212-S

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

Downtown Revitalization Master Plan

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY **HWC**

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE **CLIENT**

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the **CLIENT**, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC Shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by **HWC** as instruments of service shall remain the property of **HWC**. The **CLIENT** shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by **CLIENT**.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

HWC agrees that the **CLIENT** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by **HWC** and **HWC** waives all right of redress against the **CLIENT** if the **CLIENT** does not utilize same. Such Documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by **HWC**, as appropriate for the specific purpose intended, shall be at **CLIENT**'s sole risk and without liability or legal exposure to **HWC**. **CLIENT** shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that **HWC** is entitled to enforce the prohibition against misuse of the Documents by **CLIENT** by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle **HWC** to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by **HWC** or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering

practices. Failure by the CLIENT to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of **HWC**, nor the presence of **HWC** or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter **"CONTRACTOR"**) with the **CLIENT** to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **HWC** and its personnel have no authority to exercise any control over the **CONTRACTOR** or its employees in connection with their work or any health and safety programs or procedures. The **CLIENT** agrees that the **CONTRACTOR** shall be solely responsible for job site safety and warrants that this intent shall be carried out in the **CLIENT's** contract with the **CONTRACTOR**. The **CLIENT** also agrees that the **CLIENT, HWC** and **HWC's** sub-consultants shall be indemnified by the **CONTRACTOR** and shall be made additional insureds under the **CONTRACTOR's** policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC**'s signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **CLIENT** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by **CLIENT. HWC** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of **HWC**'s experience and qualifications and represent **HWC**'s best judgment as an experienced and qualified professional within the industry. However, since **HWC** has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by **CLIENT**), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the **CONTRACTOR's** methods of determining prices or over competitive bidding or market conditions, **HWC** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by **HWC.**

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this

Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of $1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of $1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of $2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by HWC. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than $2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC**'s services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of

them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

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

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

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

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the

claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless HWC, HWC's Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC**'s officers and employees, their heirs and assigns, and **HWC**'s Subconsultant's their heirs and assigns.

19. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement.

20. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the **CLIENT** and **HWC** have signed this Agreement in duplicate. One counterpart each has been delivered to the **CLIENT** and **HWC**.

This Agreement will be effective on _____.

"CLIENT"

City of Angola, Indiana

By:
Printed: Richard Hickman
Title: Mayor
Date:

"HWC"

HWC Engineering

By:
Printed: Jamie Ford Bowers, PE
Title: Partner, Vice President
Date: July 5, 2023

Trine University

By:
Printed: Gretchen M. Miller
Title: Vice President for Administration/Chief of Staff
Date:

APPENDIX "A"

SERVICES BY HWC

INTENT

In general, the scope of services for this project is to assist the City of Angola, Indiana and Trine University (together referred to as **CLIENT**) with preparing an update to the City's Downtown Revitalization Master Plan. The downtown plan will serve as part of Trine University's outreach and planning for the Lilly Endowment College and Community Collaboration initiative. It is intended to replace the Downtown 20/20 Plan (dated May 2008) with an updated strategy.

The plan will build from the current Comprehensive Plan, as well as the City's recent South Downtown plan to establish a unified vision for the greater downtown district. For the purposes of planning, the downtown district study area is defined to be bounded by the railroad to the west, Park Avenue/Water Street to the South, John Street to the east, and Gilmore Street to the north. It also includes both sides of Way Street between Gilmore Street and Mill Street. This is consistent with the downtown districts identified on page 12 of the Downtown 20/20 Plan.

To meet the schedule requirements for the plan, the plan will be developed through a three-day charette process. This will allow public participation to be received before August 8, 2023.

A detailed description of the services to be provided by **HWC** follows:

PHASE 1: COMMUNITY CHARETTE

This phase begins with preparations for the charette. **HWC** will then facilitate a three-day charette process to solicit community input on the downtown plan and to produce preliminary recommendations.

Staff Kickoff Meeting

HWC will conduct one (1) virtual meeting with Angola and Trine staff and other officials to discuss the project process and finalize the project approach and schedule. This meeting will also be used to establish invitations for various meetings to occur during the charette process.

Steering Committee Set-up

HWC will assist the **CLIENT** with the formation of a project Steering Committee. **HWC** will provide descriptions of the committee roles and duties and sample invitation letters. **HWC** will also provide advice regarding the membership of the Steering Committee. Materials for up to a 10-person steering committee are included in the base scope.

Steering Committee Workshop #1 - Steering Committee Visioning Meeting
HWC will conduct one (1) virtual kick-off meeting with the Steering Committee. The meeting will include an introduction to the planning process and a review of the charette strategy. The meeting will also include identification of current planning issues and opportunities.

Public Survey
HWC will prepare a public opinion survey related to downtown planning issues. The survey will be in the form of an online survey. HWC will be responsible for the tabulation of the survey. The survey will remain open through the charette.

Charette Announcements
HWC will prepare a handout announcing the charette and inviting community participation. The announcement will be provided in .pdf format suitable for social media or printed materials.

Charette Day 1
HWC will facilitate and document a three-day charette planning process. The first day of the charette will be focused on collecting input and ideas from the public. Activities will include:

- Steering Committee Meeting: A planning meeting will be held with the Steering Committee to collect downtown ideas and needs.
- Stakeholder Meetings: Up to five stakeholder/focus group meetings will be held to discuss key downtown topics. Attendance can include invited stakeholders, students, faculty/staff and/or downtown businesses owners.
- Public Workshop: HWC will facilitate a public workshop the evening of Day 1 to solicit input from the public. HWC will prepare meeting materials, facilitate the meeting, and prepare a meeting summary for each. HWC will prepare meeting announcements for distribution on social media.

Charette Day 2
The second day of the Charette will focus on prioritizing needs and developing recommendations to address these needs.

- Public Walking Tour: The planning team will complete a walking tour of the downtown. The public is invited to attend the tour and discuss downtown planning issues informally with the planning team.
- Steering Committee Meeting: A planning meeting will be held with the Steering Committee to review the issues and opportunities identified during day 1. Early priorities will be identified, and the group will brainstorm alternatives.
- Preliminary Alternatives and Recommendations: HWC will prepare a summary of needs, alternatives, and recommendations.
- Open House: HWC will facilitate an open studio time the afternoon/evening of Day 2 to provide an opportunity for the public to check in on the planning process, and for follow-up conversations around key topics. Input on priorities and preliminary recommendations will be collected.

Charette Day 3

The final day of the charette will focus on refining the priorities and recommendations of the plan. It will conclude with a presentation of preliminary findings from the charette.

- Steering Committee Meeting: A planning meeting will be held with the Steering Committee to review and finalize project priorities and recommendations.
- Charette Recommendations: **HWC** will prepare an updated summary of plan priorities and recommendations. This will be in the form of a PowerPoint presentation, along with accompanying sketches, maps, and diagrams from the charette.
- Public Presentation: **HWC** will facilitate a final public presentation of charette results on the evening of the third day. Additional input will continue to be collected at this meeting.

Interim Report

HWC will prepare an interim report for submittal by August 8, 2023. This report will largely consist of the Charette Recommendations PowerPoint, with revisions based on comments received during the final public presentation. A summary of the planning process and public input received will also be added to this document. This will be provided in the form of a .pdf of the PowerPoint presentation.

PHASE 2 – DOWNTOWN REVITALIZATION PLAN

In the second phase of the plan, **HWC** will produce a final downtown revitalization plan by further detailing the recommendations developed during the charette.

Action Plan

HWC will prepare specific goals and objectives for the downtown plan based on the results of the charette. **HWC** will then prepare a draft action plan for review by the Steering Committee. The action plan will identify the top priorities from the plan, and identify funding strategies, responsible party, timeline, and key next steps.

Rough Draft – Downtown Revitalization Plan

HWC will prepare a full written report summarizing the development of the downtown revitalization plan. This will be based on the Charette Recommendations PowerPoint, but will include full summaries of goals and objectives, updated mapping, and updated plan illustrations. The rough draft will be submitted to the Steering Committee for review and comment.

Steering Committee Meeting

HWC will facilitate one steering committee meeting to review the action plan and the Draft Downtown Revitalization Plan.

Final Draft - Downtown Revitalization Plan

HWC will revise the rough draft based on input received, and then will produce a final draft of the plan for review and adoption.

Public Presentation

HWC will provide a brief public presentation at a Plan Commission or City Council meeting.

Plan Adoption

If desired, City Staff will facilitate adoption presentations at Plan Commission and City Council meetings. **HWC** attendance at these meetings is not included.

Post-Adoption Revisions and Final Deliverables

HWC will make one (1) final revision to the Draft Downtown Plan to address all comments received during the adoption process. This revision will occur following the conclusion of the adoption process and will include incorporation adopting resolution appended into the plan. These revisions will incorporate any additional text or formatting changes requested. **HWC** will then produce and provide the final Downtown Plan deliverables.

Deliverables:

- Charette Recommendations Summary (.pdf format)
- Interim Report (.pdf format)
- Rough Draft (.pdf format)
- Final Draft (.pdf format)
- Final Plan (.pdf format)

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.

2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.

4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.

5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the HWC/the Engineer".

6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.

7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.

8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Notice to Proceed	July 3, 2023
Kickoff Meeting	Week of July 3, 2023
Steering Committee Kickoff Meeting	Week of July 17, 2023
Charette	Week of July 31, 2023
Interim Report	August 8, 2023
Rough Draft Report	September 2023
Final Draft Report	October 2023
Final Plan	November 2023

APPENDIX "D"

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

Activity	Fee	Responsible Party
Phase 1: Community Charette	$44,900 Lump Sum	Trine University
Phase 2: Downtown Revitalization Plan	$44,900 Lump Sum	City of Angola
TOTAL:	$89,800	

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within "Appendix "A" Services by **HWC"** related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering
2023 Hourly Billing Rates

POSITION	HOURLY RATE
Principal	$ 230.00
Division Manager	$ 220.00
Sr Project Manager	$ 210.00
Project Manager	$ 175.00
Senior Project Engineer	$ 175.00
Project Engineer I	$ 145.00
Project Engineer II	$ 120.00
Sr Designer/Technician	$ 130.00
Designer/Technician	$ 110.00
Project Coordinator	$ 100.00
Landscape Architect I	$ 135.00
Landscape Architect II	$ 110.00
Planner I	$ 135.00
Planner II	$ 110.00
Project Surveyor	$ 130.00
Survey Crew Lead I	$ 120.00
Survey Crew Lead II	$ 100.00
Survey Crew Member I	$ 85.00
Survey Crew Member II	$ 70.00
Clerical Support	$ 80.00
Inspection Manager	$ 140.00
Sr Inspector	$ 130.00
Construction Inspector I	$ 120.00
Construction Inspector II	$ 105.00
Intern	$ 60.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at $.40 per square foot.
- Plots at $2.00 per square foot.
- Black and white copies at $.10 per sheet.
- Color copies at $.50 per sheet.
- USBs at $25.00 each.
- Actual cost of photographs, postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

City of Angola
Elected Officials Salary Comparison by Year

Year	Council	%/$	Mayor*	%/$	CT	%/$
2024**	_____		_____		_____	
2023**	$ 6,800	0.00%	$ 74,524	5%	$ 77,822	5%
2022**	$ 6,800	4.62%	$ 70,836	5%	$ 74,116	5%
2021**	$ 6,500	0%	$ 67,337	2%	$ 70,587	2%
2020**	$ 6,500	0%	$ 65,953	1%	$ 69,203	1%
2019	$ 6,500	0%	$ 65,268	8.4%	$ 68,518	2.7%
2018	$ 6,500	14%	$ 60,228	1.7%	$ 66,689	1.5%
2017	$ 5,695	0%	$ 59,228	2.5%	$ 65,689	2.5%
2016	$ 5,695	2.0%	$ 57,783	2.0%	$ 64,087	2.0%
2015	$ 5,583	0%	$ 56,650	3.0%	$ 62,830	3.0%
2014	$ 5,583	0%	$ 55,000	23.0%	$ 61,000	12.9%
2013	$ 5,583	1.5%	$ 44,711	1.5%	$ 54,025	1.5%
2012	$ 5,500	$0	$ 44,050	$0	$ 53,227	$0
2011	$ 5,500	$0	$ 44,050	$1,000	$ 53,227	$1,000

* Does not include Board of Public Works & Safety salary $3,280
** Compensation for two or more professional certifications

2024 Department Head Salaries:

EDP Director	$76,555	
Systems Administrator	$80,935	
City Attorney	$57,482	
City Engineer	$115,000	
Building Commissioner	$76,555	
Fire Chief	$77,961	
Chief of Police	$77,961	does not include longevity
Street Commissioner	$76,555	
Park Superintendent	$76,555	
Water Superintendent	$80,808	
Wastewater Superintendent	$80,808	

Council Approved Amount _____
For office use only

CITY OF ANGOLA FAÇADE GRANT AGREEMENT

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

IN CONSIDERATION THEREOF, this 13th day of 20 23, Kortney Sutton ("Owner"), and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED
For purposes of this Agreement, "Owner" shall mean the Owner of the property hereinafter known as:

(INSERT PROPERTY ADDRESS) 107 W Gale Street

SECTION 2: CONSIDERATION AND SCOPE
Owner shall cause improvements to the public way and City shall grant money to the Owner for said enhancement and rehabilitation activities in a sum not to exceed $5,000.

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

SECTION 3: CONTRACT DOCUMENTS
The following Documents are attached hereto and hereinafter incorporated by reference:

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

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

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

SECTION 4: WORK TO BE PERFORMED

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

SECTION 5: OWNER RESPONSIBILITIES

a. Obtaining Quotes: Owner agrees to obtain up to two (2) quotes from qualified contractors prior to the initiation of work. Owner shall forward these quotes to the City. Owner will accept the most appropriate responsive and responsible bid. In the event Owner wishes not to proceed with any of the responsive bidders, he or she must submit in writing the reason therefore to the Department of Economic Development and Planning. The City may, in its discretion, permit Owner to select an appropriate contractor.

b. Start date: Owner agrees to commence work within 30 calendar days of receipt of an executed Grant Agreement. This requirement does not apply to the Owner's hiring of an architect or engineer and applies only to Contractor's providing labor and materials for construction.

c. Subcontracting: The Owner agrees that he/she is completely responsible for the acts or omissions of his subcontractors and of the person either directly or indirectly employed by them. **Nothing in the Contract documents shall create any contractual relationship between any contractor, subcontractor or agent of Owner, and the City of Angola.**

d. Equal Employment and Federal Labor Standards: The Owner will not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.

e. Permits, Fees, Engineering Studies and Registered Surveys: The Owner shall obtain and pay for all necessary permits, inspection charges and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies and registered surveys as required and specified.

f. Compliance with Code: The Owner shall perform all work done under the contract in a journeyman-like manner and in conformance with applicable codes, ordinances, regulations, and requirements whether or not covered by the specifications and drawings for the work as made part of the contract.

g. Protection and Storage: The Owner shall protect the premises and public right of ways from damage. Drop cloths shall be used when required. Sidewalks and roadways shall be kept clear of materials and equipment. The premises shall be protected from weather and natural elements. (see insurance details (i))

h. Clean Up and Clearance: The Owner shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Owner unless stated otherwise in the specifications. If lead hazard abatement is involved, clearance is required. Liability of all damages that may occur is that of the building owner/tenant.

i. Insurance: Owner shall maintain, during the entire term of this Agreement, general liability insurance in an amount equal to $500,000.00 or more combined single limit.

j. Information Exchange: The Owner shall agree to submit to the City, upon request, any information concerning work performed or to be performed under this Contract.

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

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

SECTION 6: QUALIFYING IMPROVEMENTS

a. The City shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.

b. Owner may not use City funds for any of the following items:
   i. Interior improvements;
   ii. Additions to existing structures;
   iii. Sidewalks;
   iv. Purchase of furnishings, equipment or other personal property
   v. Improvements completed or in progress prior to notification of approval;
   vi. Repair or creation of features not compatible with original architecture.

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

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

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

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

SECTION 8: PAYMENT *$656 for the sign and $1932.50 for sign totaling $2587.50*

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

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

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

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

SECTION 9: CONFLICT OF INTEREST

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

SECTION 10: INDEMNIFICATION

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

SECTION 11: NO LIENS

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

SECTION 12: AUTHORITY

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

(i) said person has the actual authority and power to sign and bind the person's respective principal to this Agreement; and

(ii) all action necessary to authorize execution of this Agreement has been duly taken.

SECTION 13: WARRANTIES

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

SECTION 14: BREACH; REMEDIES

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

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

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

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

SECTION 16: ADDITIONAL COVENANTS

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

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

SECTION 17: GOVERNING LAW

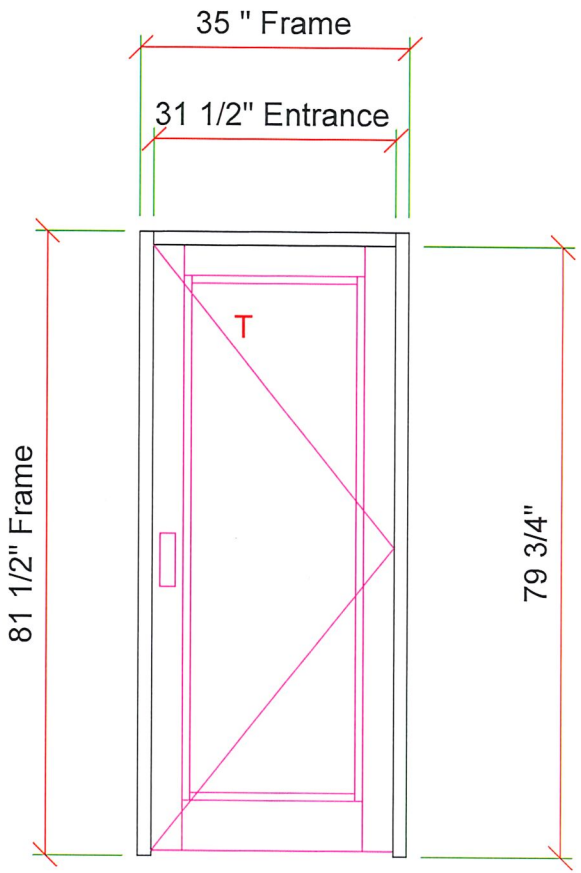
This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION 18: NOTICE

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

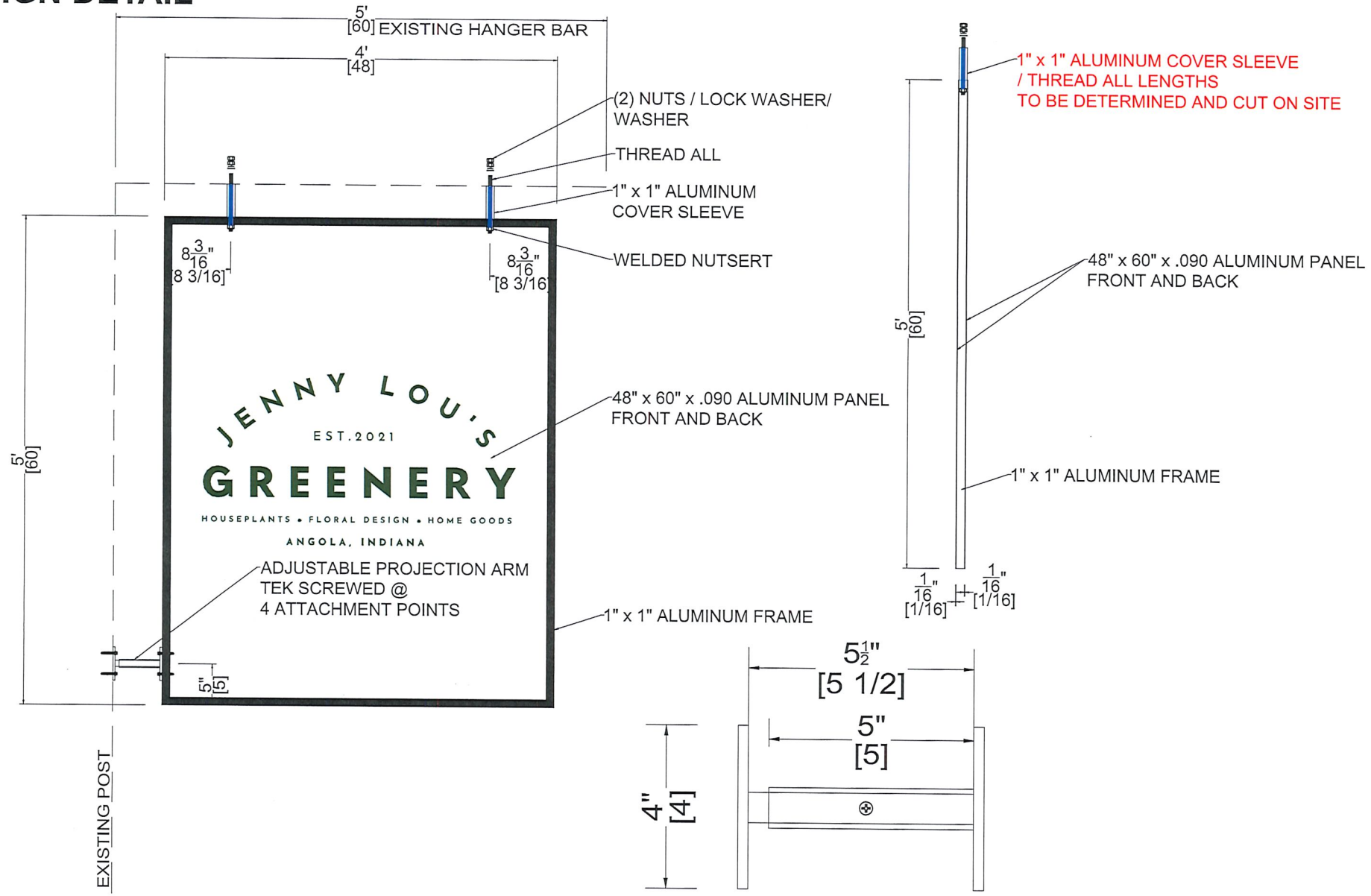
THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By: Mayor, City of Angola, Indiana	Date
Kortney Sutton By: Owner	7/13/23 Date
By: Tenant	Date



Sutton 107 W Gale - 1 - 001 - Entrance (1 Thus)
Frame: (Ano-CH/0A/2A/1-3K/0D) 4500 Series :
Storefront : 1/4 in. glass : 1-3/4 x 4-1/2 : Std Horz. :
For Exterior Use with E14059 Subsill.

SIGN DETAIL



(1) ADJUSTABLE PROJECTION ARM

JENNY LOU'S EST.2021 GREENERY HOUSEPLANTS • FLORAL DESIGN • HOME GOODS ANGOLA, INDIANA

DRAWINGS PREPARED BY:

Awning and Sign Contractors
340 Hoosier Drive Angola, IN 46703
PHONE: (888)665-1521

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REVISIONS

LOCATION	DRAWN BY: AW	SCALE: AS NOTED
Angola, IN	DRAWN: 7/12/23	SALES: DM
	DWG#:	
	JOB#:	SHT #: 3

CITY OF ANGOLA

210 North Public Square
Angola, Indiana 46703-1960

260-665-2514
260-665-9164 (Fax)

July 17, 2023

Councilmembers:

Attached for your approval is the utility bad debt list totaling $622.06 The list states the utility account number, account name, and the amount. The period of time this covers is the 12 months ending 12/31/2022.

Also included are 2 Miscellaneous Receivables totaling $743.00, and the Ruby Tuesday and Dawn Fulton Bankruptcies totaling $8634.04.

Per the State Board of Accounts, Council approval is required before the accounts can be written off as bad debt.

Thank You,

Kim Heffelfinger
Deputy Utility Clerk

Gretchen Weicht
Deputy Utility Clerk

Angola Bad Debt Report

Year Ending 2022

07/12/2023 08:57

Account # / Status / Billing Item	Service Address / Parcel # / Rate Name	Last Date Paid / Route/Book / REU's	Days	Usage	Customer Name / Last Billing Date / Previous Due	Current Billing
010501501	503 WILLIAMSON CIR	7/27/2022 12:00:00 AM			JAYCEE BACHELOR	
Inactive-Balance Du		33			7/25/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$25.77	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$25.77	**$0.00**
020047019	215 E STOCKER ST	11/14/2022 12:00:00 A			RAELYN FAY COWAN	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.95	*$0.00*
					$0.95	**$0.00**
030079400	1801 N WAYNE ST STE	9/23/2022 12:00:00 AM			SRL CORP	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$1.27	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$1.27	**$0.00**
050268311	403 N SUPERIOR ST S	3/29/2022 12:00:00 AM			TAMMY LYNN ZUNIGA	
Inactive-Balance Du		33			5/26/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.37	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$28.62	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$8.94	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.37	*$0.00*
					$55.30	**$0.00**
050268506	317 N SUPERIOR ST S	5/3/2022 12:00:00 AM			CHYANNE NICOLE HAWN	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.01	*$0.00*
					$0.01	**$0.00**
060350818	204 S WEST ST APT B	5/20/2022 12:00:00 AM			CHAD M HAGAN	
Inactive-Balance Du		33			6/22/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.37	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*

Account # / Status / Billing Item	Service Address / Parcel # / Rate Name	Route/Book / REU's	Days	Usage	Last Date Paid / Customer Name / Last Billing Date / Previous Due	Current Billing
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$6.37	**$0.00**
070378401	1106 W BROAD ST				8/11/2022 12:00:00 AM GREG BAILEY	
Inactive-Balance Du		33			10/19/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$18.81	*$0.00*
LIEN FEE		1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$57.84	*$0.00*
					$76.65	**$0.00**
090562215	109 W SOUTH ST				8/11/2022 12:00:00 AM MONTE JAMES FUHRMAN	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.37	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$6.37	**$0.00**
090573529	717 1/2 S WAYNE ST				7/20/2022 12:00:00 AM JOHN GREGORY CONRAD	
Inactive-Balance Du		33			5/24/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$19.11	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.37	*$0.00*
					$30.48	**$0.00**
100709609	511 WATER ST				12/8/2022 12:00:00 AM LARRY E CLARK	
Inactive-Balance Du		33			9/30/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$12.54	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$13.41	*$0.00*
					$25.95	**$0.00**
131009204	509 E GILMORE ST				10/5/2022 12:00:00 AM SAVANNA BONHAM	
Inactive-Balance Du		33			10/3/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.18	*$0.00*
					$0.18	**$0.00**
141201916	196 CLYDE AVE				11/9/2022 12:00:00 AM CYNTHIA ERIN KUJAWA	
Inactive-Balance Du		33			9/1/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*

Account # / Status	Service Address / Parcel #	Last Date Paid / Route/Book	Customer Name / Last Billing Date			
Billing Item	Rate Name	REU's	Days	Usage	Previous Due	Current Billing
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.15	*$0.00*
					$0.15	**$0.00**

151309017	709 SHAWNEE DR	12/2/2022 12:00:00 AM	KYLEE ANN FELGER			
Inactive-Balance Du		33			12/22/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.27	*$0.00*
LIEN FEE		1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$22.73	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$4.47	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$16.50	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.21	*$0.00*
					$61.18	**$0.00**

151351315	707 TODD DR	3/14/2023 12:00:00 AM	JOHN RAMAR POTTS			
Inactive-Balance Du		33			12/12/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.27	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$52.02	*$0.00*
					$58.29	**$0.00**

151362609	606 SARAH DR	1/24/2022 12:00:00 AM	PHILLIP R SMITH			
Inactive-Balance Du		33			1/12/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$3.18	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$22.73	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$4.47	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$16.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.37	*$0.00*
					$57.75	**$0.00**

161402008	110 IVYWOOD CT	9/18/2021 12:00:00 AM	BREANNA NICOLE KING			
Inactive-Balance Du		33			1/24/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.36	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$38.08	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$8.94	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.37	*$0.00*
					$64.75	**$0.00**

161412014	306 BITTERSWEET CT	8/1/2022 12:00:00 AM	MACKENZIE JO WILCOX			
Inactive-Balance Du		33			8/30/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.27	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$38.20	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$4.88	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$49.35	**$0.00**

Account # / Status / Billing Item	Service Address / Parcel # / Rate Name	Route/Book / REU's	Last Date Paid / Days	Usage	Customer Name / Last Billing Date / Previous Due	Current Billing
161414014	213 BAYBERRY CT		9/20/2022 12:00:00 AM		MEGAN LYNN MCADAMS	
Inactive-Balance Du		33			10/12/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$22.92	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$22.92	**$0.00**
161415413	206 BAYBERRY CT		10/18/2021 12:00:00 A		MARIE LYNN GRAWCOCK	
Inactive-Balance Du		33			2/1/2022 12:00:00 AM	
DEPOSIT REFUND		1.00	0	0	$0.00	*$0.00*
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.24	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$0.00	*$0.00*
					$0.24	**$0.00**
173310902	1404 APOLLO DR		9/26/2022 12:00:00 AM		JAMES THIRKELL	
Inactive-Balance Du		33			9/30/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.27	*$0.00*
LIEN FEE		1.00	0	0	$0.00	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$0.00	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$0.00	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$0.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.21	*$0.00*
					$17.48	**$0.00**
173315106	412 N MCKINLEY ST		1/1/0001 12:00:00 AM		MITCHELL WALTER	
Inactive-Balance Du		33			3/14/2022 12:00:00 AM	
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	$6.08	*$0.00*
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	$22.73	*$0.00*
STORM WATER	Impervious Rate	1.00	0	0	$4.47	*$0.00*
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	$16.00	*$0.00*
WATER	WATER 5/8"	1.00	0	0	$11.37	*$0.00*
					$60.65	**$0.00**

Report Generated: 7/12/2023 8:57 AM
Report Options: Total Due < $0.00
Advanced Filter: Account.status LIKE '%BALANCE%'; Account.dateFinaled <= '2022-12-31 23:59:59.998
'

Billing Item	Current Usg	Billed Usg	Seasonal	Current Amt	Current Tax	Billed REUs	Previous Amts
DEPOSIT REFUND	0	0	0	$0.00	$0.00	0	$0.00
HYDRANT FEE	0	0	0	$0.00	$0.00	0	$110.27
LIEN FEE	0	0	0	$0.00	$0.00	0	$0.00
SANITARY SEWER	0	0	0	$0.00	$0.00	0	$223.05
STORM WATER	0	0	0	$0.00	$0.00	0	$36.41
TRASH/RECYCLING	0	0	0	$0.00	$0.00	0	$48.50
WATER	0	0	0	$0.00	$0.00	0	$203.83
	0	0	0	$0.00	$0.00	0	$622.06

Prev. Amt	Prev. Sales Tax	Prev. Penalty	Prev. Int	Current Amt	Current Tax	Total Due
$566.36	$19.97	$35.73	$0.00	$0.00	$0.00	$622.06

Section	GL Numbers	Debit	Credit
	GRAND TOTALS	$0.00	$0.00

INVOICE

CITY OF ANGOLA
210 N PUBLIC SQUARE
ANGOLA IN 46703

(260) 665-2514

Customer ID: AZTEC SEWER
Invoice Number: 20-0002180
Service Date: 04/02/2020
Invoice Date: 04/02/2020
Due Date: 05/02/2020

AZTEC SEWER SERVICE
KENNETH R STEELE
200 LN 251 LAKE PLEASANT
ORLAND, IN 46776

Property Address:

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
24,100.00	WASTE DUMPING 606-606.00-00349.00	0.085	2,048.50

WASTE DUMPING FOR 08/12/19 - 11/18/19

Total Invoice:		2,048.50
Credits Applied:	$	0.00
Payments Applied		1,748.50
Invoice Balance:	$	300.00

Remit Payment To:
210 N PUBLIC SQUARE
ANGOLA IN 46703

INVOICE

CITY OF ANGOLA
210 N PUBLIC SQUARE
ANGOLA IN 46703

(260) 665-2514

Customer ID: AZTEC SEWER
Invoice Number: 20-0002180
Service Date: 04/02/2020
Invoice Date: 04/02/2020
Due Date: 05/02/2020

AZTEC SEWER SERVICE
KENNETH R STEELE
200 LN 251 LAKE PLEASANT
ORLAND, IN 46776

INVOICE

CITY OF ANGOLA
210 N PUBLIC SQUARE
ANGOLA IN 46703

(260) 665-2514

Customer ID: C & K
Invoice Number: 22-0002795
Service Date: 01/19/2022
Invoice Date: 01/19/2022
Due Date: 02/18/2022

C & K ENTERPRISES, INC
ATTN: MIKE PAHL, CEO
1910 N WAYNE ST
ANGOLA, IN 46703

Property Address:

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1.00	LABORATORY FEES 606-606.00-00369.00	293.000	293.00
1.00	SAMPLER CHARGE 606-606.00-00349.00	150.000	150.00

4TH QUARTER 2021 SURVEILLANCE FEES

Total Invoice:		443.00
Credits Applied:	$	0.00
Payments Applied		0.00
Invoice Balance:	$	443.00

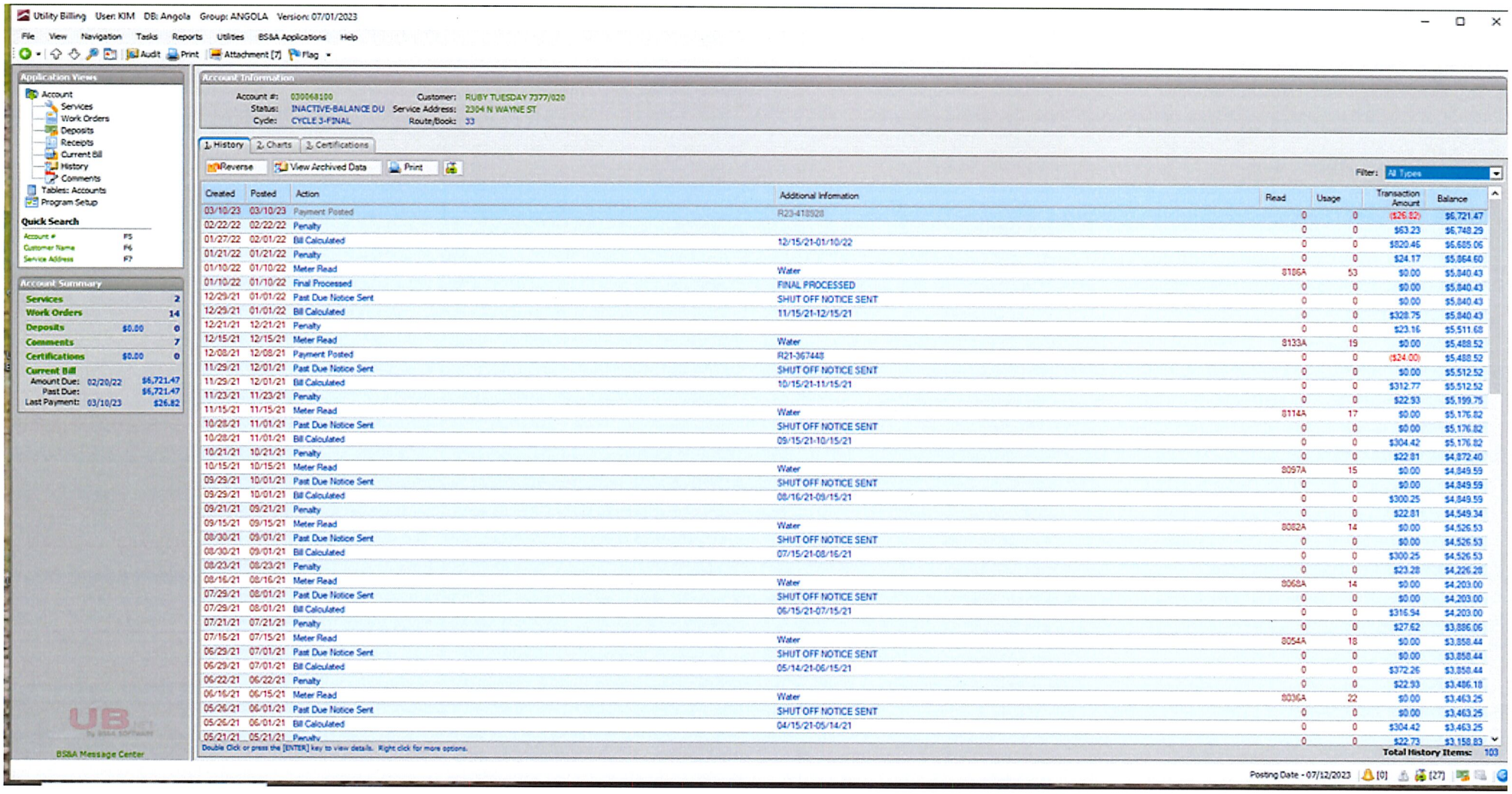
Remit Payment To:
210 N PUBLIC SQUARE
ANGOLA IN 46703

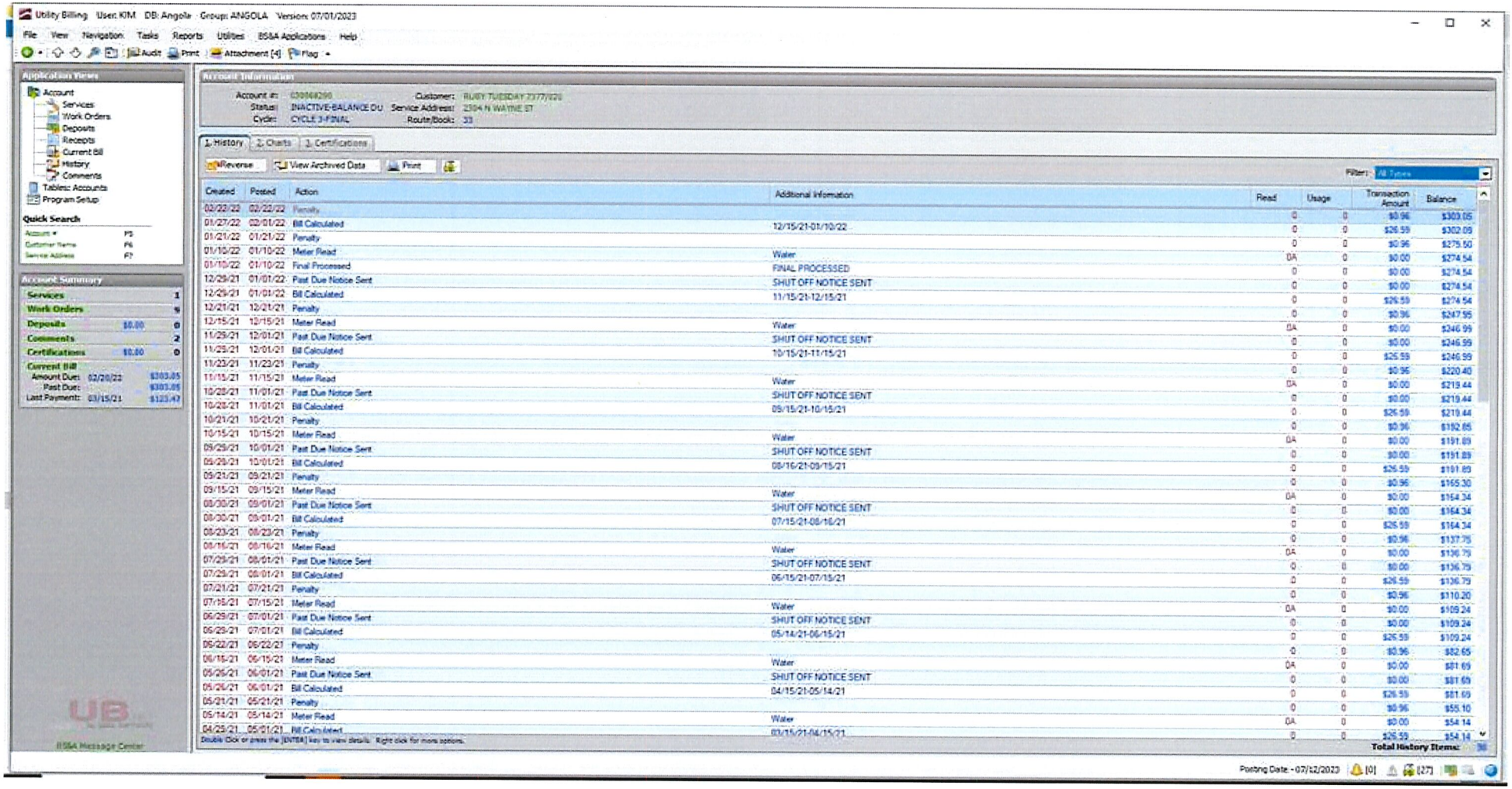
INVOICE

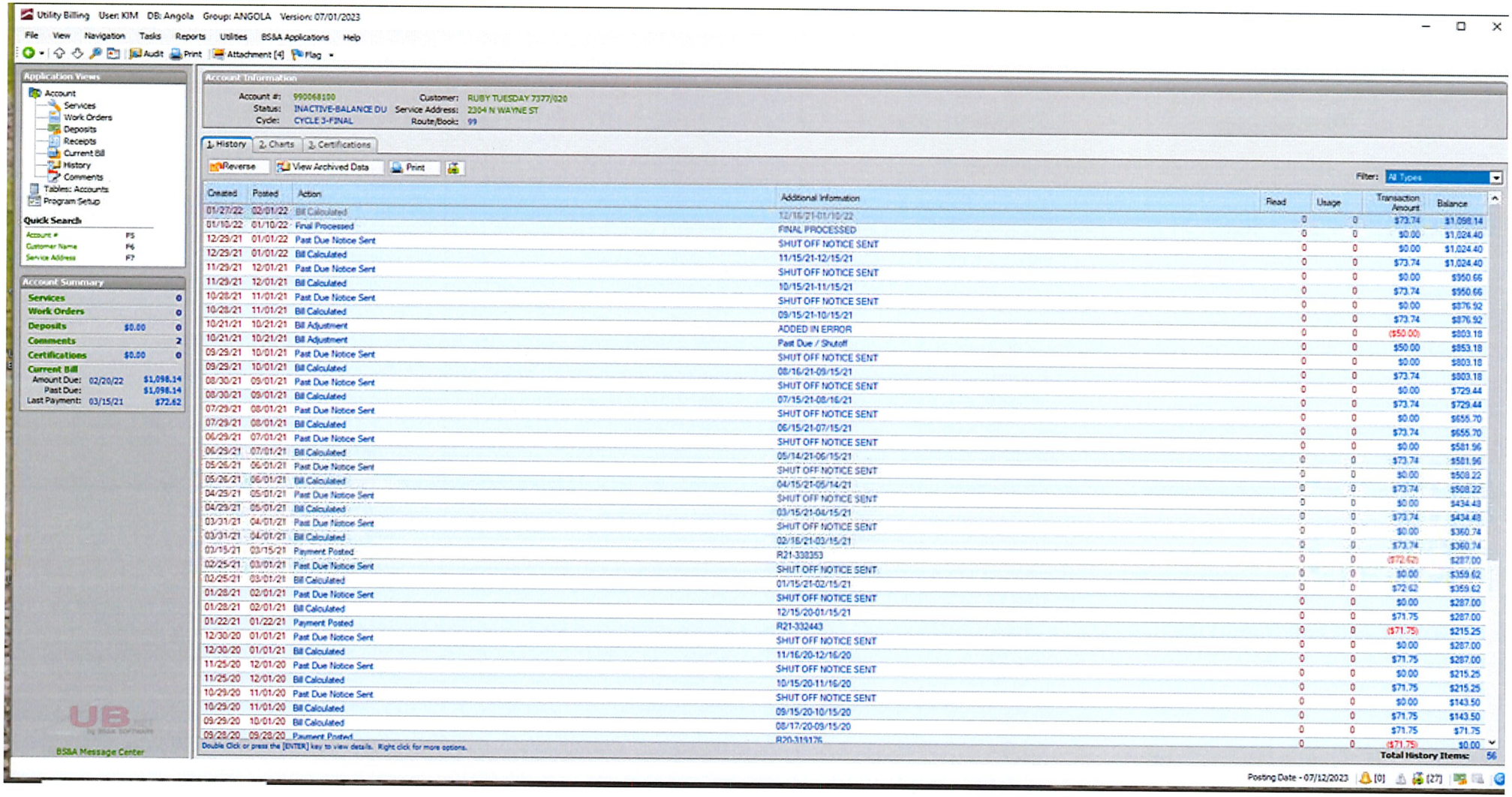
(260) 665-2514

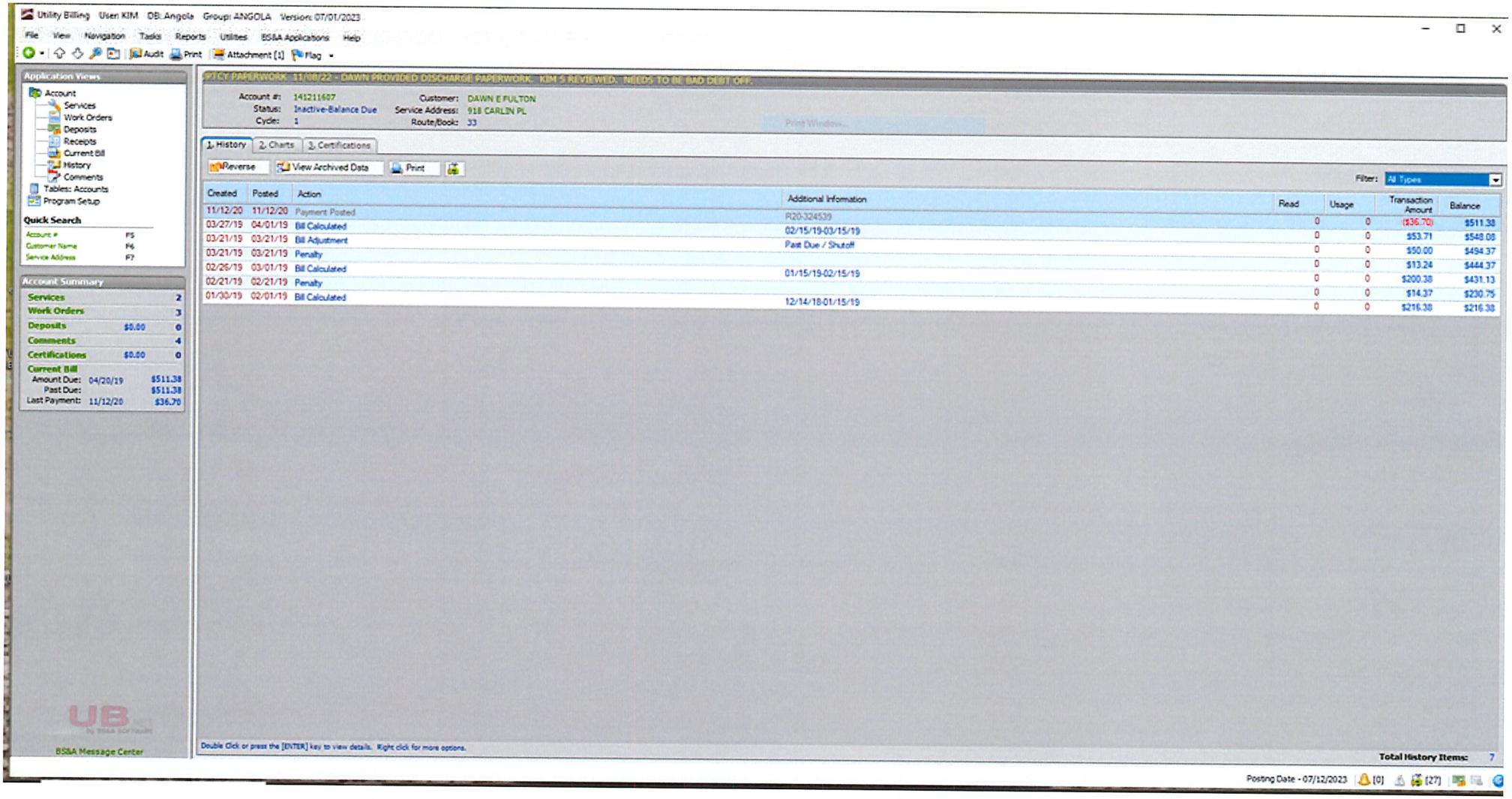
Customer ID: C & K
Invoice Number: 22-0002795
Service Date: 01/19/2022
Invoice Date: 01/19/2022
Due Date: 02/18/2022

C & K ENTERPRISES, INC
ATTN: MIKE PAHL, CEO
1910 N WAYNE ST
ANGOLA, IN 46703


Utility Billing User: KIM DB: Angola Group: ANGOLA Version: 07/01/2023
File View Navigation Tasks Reports Utilities BS&A Applications Help
Audit Print Attachment [7] Flag
Application Views
Account
Services
Work Orders
Deposits
Receipts
Current Bill
History
Comments
Tables: Accounts
Program Setup
Quick Search
Account # F5
Customer Name F6
Service Address F7
Account Summary
Services 2
Work Orders 14
Deposits $0.00 0
Comments 7
Certifications $0.00 0
Current Bill
Amount Due: 02/20/22 $6,721.47
Past Due: $6,721.47
Last Payment: 03/10/23 $26.82
BS&A Message Center
Account Information
Account #: 030068100 Customer: RUBY TUESDAY 7377/020
Status: INACTIVE-BALANCE DU Service Address: 2304 N WAYNE ST
Cycle: CYCLE 3-FINAL Route/Book: 33
History Charts Certifications
Reverse View Archived Data Print
Filter: All Types
Created Posted Action Additional Information Read Usage Transaction Amount Balance
03/10/23 03/10/23 Payment Posted R23-418928 0 0 ($26.82) $6,721.47
02/22/22 02/22/22 Penalty 0 0 $63.23 $6,748.29
01/27/22 02/01/22 Bill Calculated 12/15/21-01/10/22 0 0 $820.46 $6,685.06
01/21/22 01/21/22 Penalty 0 0 $24.17 $5,864.60
01/10/22 01/10/22 Meter Read Water 8186A 53 $0.00 $5,840.43
01/10/22 01/10/22 Final Processed FINAL PROCESSED 0 0 $0.00 $5,840.43
12/29/21 01/01/22 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $5,840.43
12/29/21 01/01/22 Bill Calculated 11/15/21-12/15/21 0 0 $328.75 $5,840.43
12/21/21 12/21/21 Penalty 0 0 $23.16 $5,511.68
12/15/21 12/15/21 Meter Read Water 8133A 19 $0.00 $5,488.52
12/08/21 12/08/21 Payment Posted R21-367443 0 0 ($24.00) $5,488.52
11/29/21 12/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $5,512.52
11/29/21 12/01/21 Bill Calculated 10/15/21-11/15/21 0 0 $312.77 $5,512.52
11/23/21 11/23/21 Penalty 0 0 $22.93 $5,199.75
11/15/21 11/15/21 Meter Read Water 8114A 17 $0.00 $5,176.82
10/28/21 11/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $5,176.82
10/28/21 11/01/21 Bill Calculated 09/15/21-10/15/21 0 0 $304.42 $5,176.82
10/21/21 10/21/21 Penalty 0 0 $22.81 $4,872.40
10/15/21 10/15/21 Meter Read Water 8097A 15 $0.00 $4,849.59
09/29/21 10/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $4,849.59
09/29/21 10/01/21 Bill Calculated 08/16/21-09/15/21 0 0 $300.25 $4,849.59
09/21/21 09/21/21 Penalty 0 0 $22.81 $4,549.34
09/15/21 09/15/21 Meter Read Water 8082A 14 $0.00 $4,526.53
08/30/21 09/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $4,526.53
08/30/21 09/01/21 Bill Calculated 07/15/21-08/16/21 0 0 $300.25 $4,526.53
08/23/21 08/23/21 Penalty 0 0 $23.28 $4,226.28
08/16/21 08/16/21 Meter Read Water 8068A 14 $0.00 $4,203.00
07/29/21 08/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $4,203.00
07/29/21 08/01/21 Bill Calculated 06/15/21-07/15/21 0 0 $316.94 $4,203.00
07/21/21 07/21/21 Penalty 0 0 $27.62 $3,886.06
07/15/21 07/15/21 Meter Read Water 8054A 18 $0.00 $3,858.44
06/29/21 07/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $3,858.44
06/29/21 07/01/21 Bill Calculated 05/14/21-06/15/21 0 0 $372.26 $3,858.44
06/22/21 06/22/21 Penalty 0 0 $22.93 $3,486.18
06/16/21 06/15/21 Meter Read Water 8036A 22 $0.00 $3,463.25
05/26/21 06/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $3,463.25
05/26/21 06/01/21 Bill Calculated 04/15/21-05/14/21 0 0 $304.42 $3,463.25
05/21/21 05/21/21 Penalty 0 0 $22.73 $3,158.83
Double Click or press the [ENTER] key to view details. Right click for more options.
Total History Items: 103
Posting Date - 07/12/2023 [0] [27]


Utility Billing User: KIM DB: Angola Group: ANGOLA Version: 07/01/2023
File View Navigation Tasks Reports Utilities BS&A Applications Help
Audit Print Attachment [4] Flag
Application Views
Account
Services
Work Orders
Deposits
Receipts
Current Bill
History
Comments
Tables: Accounts
Program Setup
Quick Search
Account # F5
Customer Name F6
Service Address F7
Account Summary
Services 1
Work Orders 5
Deposits $0.00 0
Comments 2
Certifications $0.00 0
Current Bill
Amount Due: 02/20/23 $303.05
Past Due: $303.05
Last Payment: 03/15/21 $123.47
BS&A Message Center
Account Information
Account #: 030068200 Customer: RUBY TUESDAY 2077/020
Status: INACTIVE-BALANCE DU Service Address: 2304 N WAYNE ST
Cycle: CYCLE 3-FINAL Route/Book: 33
1. History 2. Charts 3. Certifications
Reverse View Archived Data Print
Filter: All Types
Created Posted Action Additional Information Read Usage Transaction Amount Balance
02/22/22 02/22/22 Penalty 0 0 $0.96 $303.05
01/27/22 02/01/22 Bill Calculated 12/15/21-01/10/22 0 0 $26.59 $302.09
01/21/22 01/21/22 Penalty 0 0 $0.96 $275.50
01/10/22 01/10/22 Meter Read Water DA 0 $0.00 $274.54
01/10/22 01/10/22 Final Processed FINAL PROCESSED 0 0 $0.00 $274.54
12/29/21 01/01/22 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $274.54
12/29/21 01/01/22 Bill Calculated 11/15/21-12/15/21 0 0 $26.59 $274.54
12/21/21 12/21/21 Penalty 0 0 $0.96 $247.95
12/15/21 12/15/21 Meter Read Water DA 0 $0.00 $246.99
11/29/21 12/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $246.99
11/29/21 12/01/21 Bill Calculated 10/15/21-11/15/21 0 0 $26.59 $246.99
11/23/21 11/23/21 Penalty 0 0 $0.96 $220.40
11/15/21 11/15/21 Meter Read Water DA 0 $0.00 $219.44
10/29/21 11/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $219.44
10/29/21 11/01/21 Bill Calculated 09/15/21-10/15/21 0 0 $26.59 $219.44
10/21/21 10/21/21 Penalty 0 0 $0.96 $192.85
10/15/21 10/15/21 Meter Read Water DA 0 $0.00 $191.89
09/29/21 10/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $191.89
09/29/21 10/01/21 Bill Calculated 08/16/21-09/15/21 0 0 $26.59 $191.89
09/21/21 09/21/21 Penalty 0 0 $0.96 $165.30
09/15/21 09/15/21 Meter Read Water DA 0 $0.00 $164.34
08/30/21 09/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $164.34
08/30/21 09/01/21 Bill Calculated 07/15/21-08/16/21 0 0 $26.59 $164.34
08/23/21 08/23/21 Penalty 0 0 $0.96 $137.75
08/16/21 08/16/21 Meter Read Water DA 0 $0.00 $136.79
07/29/21 08/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $136.79
07/29/21 08/01/21 Bill Calculated 06/15/21-07/15/21 0 0 $26.59 $136.79
07/21/21 07/21/21 Penalty 0 0 $0.96 $110.20
07/15/21 07/15/21 Meter Read Water DA 0 $0.00 $109.24
06/29/21 07/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $109.24
06/29/21 07/01/21 Bill Calculated 05/14/21-06/15/21 0 0 $26.59 $109.24
06/22/21 06/22/21 Penalty 0 0 $0.96 $82.65
06/15/21 06/15/21 Meter Read Water DA 0 $0.00 $81.69
05/26/21 06/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $81.69
05/26/21 06/01/21 Bill Calculated 04/15/21-05/14/21 0 0 $26.59 $81.69
05/21/21 05/21/21 Penalty 0 0 $0.96 $55.10
05/14/21 05/14/21 Meter Read Water DA 0 $0.00 $54.14
04/29/21 05/01/21 Bill Calculated 03/15/21-04/15/21 0 0 $26.59 $54.14
Double Click or press the [ENTER] key to view details. Right click for more options.
Total History Items:
Posting Date: 07/12/2023 [0] [27]


Utility Billing User: KIM DB: Angola Group: ANGOLA Version: 07/01/2023
File View Navigation Tasks Reports Utilities BS&A Applications Help
Audit Print Attachment [4] Flag
Application Views
Account
Services
Work Orders
Deposits
Receipts
Current Bill
History
Comments
Tables: Accounts
Program Setup
Quick Search
Account # F5
Customer Name F6
Service Address F7
Account Summary
Services 0
Work Orders 0
Deposits $0.00 0
Comments 2
Certifications $0.00 0
Current Bill
Amount Due: 02/20/22 $1,098.14
Past Due: $1,098.14
Last Payment: 03/15/21 $72.62
BS&A Message Center
Account Information
Account #: 990068100 Customer: RUBY TUESDAY 7377/020
Status: INACTIVE-BALANCE DU Service Address: 2304 N WAYNE ST
Cycle: CYCLE 3-FINAL Route/Book: 99
1. History 2. Charts 3. Certifications
Reverse View Archived Data Print
Filter: All Types
Created Posted Action Additional Information Read Usage Transaction Amount Balance
01/27/22 02/01/22 Bill Calculated 12/16/21-01/10/22 0 0 $73.74 $1,098.14
01/10/22 01/10/22 Final Processed FINAL PROCESSED 0 0 $0.00 $1,024.40
12/29/21 01/01/22 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $1,024.40
12/29/21 01/01/22 Bill Calculated 11/15/21-12/15/21 0 0 $73.74 $1,024.40
11/29/21 12/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $950.66
11/29/21 12/01/21 Bill Calculated 10/15/21-11/15/21 0 0 $73.74 $950.66
10/28/21 11/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $876.92
10/28/21 11/01/21 Bill Calculated 09/15/21-10/15/21 0 0 $73.74 $876.92
10/21/21 10/21/21 Bill Adjustment ADDED IN ERROR 0 0 ($50.00) $803.18
10/21/21 10/21/21 Bill Adjustment Past Due / Shutoff 0 0 $50.00 $853.18
09/29/21 10/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $803.18
09/29/21 10/01/21 Bill Calculated 08/16/21-09/15/21 0 0 $73.74 $803.18
08/30/21 09/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $729.44
08/30/21 09/01/21 Bill Calculated 07/15/21-08/16/21 0 0 $73.74 $729.44
07/29/21 08/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $655.70
07/29/21 08/01/21 Bill Calculated 06/15/21-07/15/21 0 0 $73.74 $655.70
06/29/21 07/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $581.96
06/29/21 07/01/21 Bill Calculated 05/14/21-06/15/21 0 0 $73.74 $581.96
05/26/21 06/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $508.22
05/26/21 06/01/21 Bill Calculated 04/15/21-05/14/21 0 0 $73.74 $508.22
04/29/21 05/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $434.48
04/29/21 05/01/21 Bill Calculated 03/15/21-04/15/21 0 0 $73.74 $434.48
03/31/21 04/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $360.74
03/31/21 04/01/21 Bill Calculated 02/16/21-03/15/21 0 0 $73.74 $360.74
03/15/21 03/15/21 Payment Posted R21-338353 0 0 ($72.62) $287.00
02/25/21 03/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $359.62
02/25/21 03/01/21 Bill Calculated 01/15/21-02/15/21 0 0 $72.62 $359.62
01/28/21 02/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $287.00
01/28/21 02/01/21 Bill Calculated 12/15/20-01/15/21 0 0 $71.75 $287.00
01/22/21 01/22/21 Payment Posted R21-332443 0 0 ($71.75) $215.25
12/30/20 01/01/21 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $287.00
12/30/20 01/01/21 Bill Calculated 11/16/20-12/16/20 0 0 $71.75 $287.00
11/25/20 12/01/20 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $215.25
11/25/20 12/01/20 Bill Calculated 10/15/20-11/16/20 0 0 $71.75 $215.25
10/29/20 11/01/20 Past Due Notice Sent SHUT OFF NOTICE SENT 0 0 $0.00 $143.50
10/29/20 11/01/20 Bill Calculated 09/15/20-10/15/20 0 0 $71.75 $143.50
09/29/20 10/01/20 Bill Calculated 08/17/20-09/15/20 0 0 $71.75 $71.75
09/29/20 09/29/20 Payment Posted R20-319176 0 0 ($71.75) $0.00
Double Click or press the [ENTER] key to view details. Right click for more options.
Total History Items: 56
Posting Date - 07/12/2023 [0] [27]


Utility Billing User: KIM DB: Angola Group: ANGOLA Version: 07/01/2023
File View Navigation Tasks Reports Utilities BS&A Applications Help
Audit Print Attachment (1) Flag
Application Views
Account
Services
Work Orders
Deposits
Receipts
Current Bill
History
Comments
Tables: Accounts
Program Setup
Quick Search
Account # F5
Customer Name F6
Service Address F7
Account Summary
Services 2
Work Orders 3
Deposits $0.00 0
Comments 4
Certifications $0.00 0
Current Bill
Amount Due: 04/20/19 $511.38
Past Due: $511.38
Last Payment: 11/12/20 $36.70
BS&A Message Center
PTCY PAPERWORK 11/08/22 - DAWN PROVIDED DISCHARGE PAPERWORK. KIM S REVIEWED. NEEDS TO BE BAD DEBT OFF.
Account #: 141211607
Status: Inactive-Balance Due
Cycle: 1
Customer: DAWN E FULTON
Service Address: 918 CARLIN PL
Route/Book: 33
Print Window...
1. History 2. Charts 3. Certifications
Reverse View Archived Data Print
Filter: All Types
Created Posted Action Additional Information Read Usage Transaction Amount Balance
11/12/20 11/12/20 Payment Posted R20-324539 ($36.70) $511.38
03/27/19 04/01/19 Bill Calculated 02/15/19-03/15/19 0 0 $53.71 $548.08
03/21/19 03/21/19 Bill Adjustment Past Due / Shutoff 0 0 $50.00 $494.37
03/21/19 03/21/19 Penalty 0 0 $13.24 $444.37
02/26/19 03/01/19 Bill Calculated 01/15/19-02/15/19 0 0 $200.38 $431.13
02/21/19 02/21/19 Penalty 0 0 $14.37 $230.75
01/30/19 02/01/19 Bill Calculated 12/14/18-01/15/19 0 0 $216.38 $216.38
Double Click or press the [ENTER] key to view details. Right click for more options.
Total History Items: 7
Posting Date - 07/12/2023 (0) (27)

CITY OF ANGOLA
Prescribed by State Board of Accounts

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JUNE 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	$ 6,642,816.14	$ 1,840,347.96	$ 8,483,164.10	$ 2,287,903.82	$ 413,732.82	$ 2,701,636.64	$ 5,781,527.46
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	$ 139,765.32	$ -	$ 139,765.32	$ 1,660,271.02
Motor Vehicle Highway	$ 1,800,778.29	$ 948,493.40	$ 2,749,271.69	$ 497,940.26	$ 150,619.12	$ 648,559.38	$ 2,100,712.31
Local Road & Street	$ 236,905.98	$ 7,617.45	$ 244,523.43	$ -	$ -	$ -	$ 244,523.43
Motor Vehicle Highway Restricted	$ 248,265.72	$ 16,622.39	$ 264,888.11	$ 149,475.00	$ -	$ 149,475.00	$ 115,413.11
Parks & Recreation Operating	$ 689,271.55	$ 542,054.58	$ 1,231,326.13	$ 443,632.95	$ 152,002.38	$ 595,635.33	$ 635,690.80
LIT Economic Development	$ 2,353,775.31	$ 232,119.75	$ 2,585,895.06	$ 70,217.99	$ 43,107.26	$ 113,325.25	$ 2,472,569.81
Donation	$ 178,699.08	$ 6,824.00	$ 185,523.08	$ 13,925.89	$ 7,775.92	$ 21,701.81	$ 163,821.27
Federal Grants Operating	$ 5,973.34	$ -	$ 5,973.34	$ 5,973.34	$ -	$ 5,973.34	$ 0.00
Local Law Enforcement Continuing Ed	$ 39,682.00	$ 1,209.00	$ 40,891.00	$ 300.00		$ 300.00	$ 40,591.00
Riverboat	$ 111,753.78	$ -	$ 111,753.78	$ 5,300.00	$ -	$ 5,300.00	$ 106,453.78
Local Road & Bridge Matching Grant	$ 659,172.68	$ -	$ 659,172.68	$ 29,592.39	$ -	$ 29,592.39	$ 629,580.29
Rainy Day	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00
Hazardous Materials Response	$ 11,875.26	$ -	$ 11,875.26	$ 439.97	$ 755.27	$ 1,195.24	$ 10,680.02
LIT Public Safety	$ 1,979,681.57	$ 181,615.42	$ 2,161,296.99	$ 459,772.74	$ 128,006.58	$ 587,779.32	$ 1,573,517.67
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	$ 2,069,911.30	$ 766,762.01	$ 2,836,673.31	$ 809,559.55	$ 184,753.66	$ 994,313.21	$ 1,842,360.10
Redevelopment General	$ 581,030.79	$ 92,058.76	$ 673,089.55	$ -	$ -	$ -	$ 673,089.55
Law Enforcement Trust	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cumulative Capital Improvement	$ 125,468.30	$ 8,529.71	$ 133,998.01	$ -	$ -	$ -	$ 133,998.01
Cumulative Capital Development	$ 477,785.38	$ 164,946.51	$ 642,731.89	$ -	$ -	$ -	$ 642,731.89
Park Nonreverting Capital	$ 136,156.54	$ 2,989.51	$ 139,146.05	$ 21,159.82	$ 50.27	$ 21,210.09	$ 117,935.96
Park Cumulative Building	$ 147,020.86	$ 55,092.13	$ 202,112.99	$ -	$ -	$ -	$ 202,112.99
Local Major Moves Construction	$ 199,903.94	$ 2,705.91	$ 202,609.85	$ -	$ -	$ -	$ 202,609.85
Capital Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Operating & Maintenance	$ 1,194,979.30	$ 190,879.85	$ 1,385,859.15	$ 867,785.21	$ 197,593.01	$ 1,065,378.22	$ 320,480.93
Water Sinking	$ 543,317.04	$ 22,942.19	$ 566,259.23	$ 138,803.13	$ -	$ 138,803.13	$ 427,456.10
Water Improvement	$ 2,596,336.36	$ 34,108.00	$ 2,630,444.36	$ 217,381.20	$ 1,784.00	$ 219,165.20	$ 2,411,279.16
Water Customer Deposit	$ 80,090.00	$ 2,400.00	$ 82,490.00	$ 10,660.00	$ 3,200.00	$ 13,860.00	$ 68,630.00
Water Construction	$ 3,731.66	$ -	$ 3,731.66	$ -	$ -	$ -	$ 3,731.66
Wastewater Operating & Maintenance	$ 1,759,603.06	$ 277,617.12	$ 2,037,220.18	$ 1,278,035.71	$ 324,080.00	$ 1,602,115.71	$ 435,104.47
Wastewater Sinking	$ 1,072,266.15	$ 30,373.17	$ 1,102,639.32	$ 151,893.75	$ -	$ 151,893.75	$ 950,745.57
Wastewater Improvement	$ 2,470,694.38	$ 123,391.00	$ 2,594,085.38	$ 636,084.11	$ 49,584.81	$ 685,668.92	$ 1,908,416.46
Wastewater Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Police Pension	$ 270,044.34	$ 80,955.34	$ 350,999.68	$ 63,649.20	$ 19,094.76	$ 82,743.96	$ 268,255.72
Payroll Withholding	$ 1,742,979.46	$ 450,349.61	$ 2,193,329.07	$ 1,711,407.24	$ 438,882.55	$ 2,150,289.79	$ 43,039.28
Escrow	$ 52,475.00	$ 11,000.00	$ 63,475.00	$ 11,600.00	$ 9,300.00	$ 20,900.00	$ 42,575.00
TOTAL - CASH FUNDS	$ 33,835,110.68	$ 6,094,004.77	$ 39,929,115.45	$ 10,022,258.59	$ 2,124,322.41	$ 12,146,581.00	$ 27,782,534.45

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)	$ 34,950.21	$ 4,353.97	$ 39,304.18	$ -	$ -	$ -	$ 39,304.18
Moneys on Deposit (interest only) (8)	$ 524,095.78	$ 71,695.76	$ 595,791.54	$ -	$ -	$ -	$ 595,791.54
Local Major Moves Construction (2)	$ 2,591,222.49	$ 10,901.09	$ 2,602,123.58	$ -	$ -	$ -	$ 2,602,123.58
Total of Investments by Funds	$ 3,150,268.48	$ 86,950.82	$ 3,237,219.30	$ -	$ -	$ -	$ 3,237,219.30
TOTAL - ALL FUNDS	$ 36,985,379.16	$ 6,180,955.59	$ 43,166,334.75	$ 10,022,258.59	$ 2,124,322.41	$ 12,146,581.00	$ 31,019,753.75

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 JUNE 2023

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
Bank of New York			
Wastewater Sinking - Bond & Interest (20)	$ 171,189.51	$ -	$ 171,189.51
Wastewater Sinking - Debt Service Reserve (20)	$ 779,556.06	$ -	$ 779,556.06
Farmers State Bank			
General Checking (3)	$ 10,418,611.01	$ (100,420.74)	$ 10,318,190.27
General Savings (8)	$ 16,095,791.54	$ -	$ 16,095,791.54
First Federal Savings Bank of Angola			
Police Operations (9)	$ 1,372.21	$ -	$ 1,372.21
Trust INdiana			
Moneys on Deposit (2)	$ 1,039,304.18	$ -	$ 1,039,304.18
TRECS (2)	$ 1,229.78	$ -	$ 1,229.78
TOTALS	$ 28,507,054.29	$ (100,420.74)	$ 28,406,633.55
INVESTMENTS MADE FROM DEPOSITORY BALANCES			$ -
ADD: Cash in Office			$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 12206			$ 51.36
Deposit in transit (3) 12207			$ 939.98
Deposit in transit (3) 12209			$ 227.85
Deposit in transit (3) 12210			$ 973.15
Deposit in transit (3) 12211			$ 1,934.50
Deposit in transit (3) 12212			$ 314.93
Deposit in transit (3) 12213			$ 5,304.85
Moneys on Deposit (interest only EOM)			$ (635,095.72)
TOTAL CASH BALANCE, Plus Depository Balances Invested			$ 27,782,534.45
Total of Investments - All funds (As shown in Col 7 opposite page)			$ 3,237,219.30
TOTAL CASH BALANCE AND INVESTMENTS			$ 31,019,753.75