

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

Monday, April 6, 2026 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Dowe _____ McDermid _____

2. Remarks by Mayor Martin
3. Request approval of the March 16 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1798-2026. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS. (second and third reading) (attachment)
2. Other unfinished business.

NEW BUSINESS

1. Request approval for the extension of a public, low pressure sanitary main along Niblick Court.
2. Review and determine if Terrace Place Apartments LLC located at 400 N Terrace Blvd is or is not in compliance with Statement of Benefits for Real Estate Improvements (Resolution No. 2023-853, ten years) (attachment)
3. Review and determine if WEST COMMONS LLC located at 115-125 N. McKinley St., & 1210 W. Maumee St. is or is not in compliance with Statement of Benefits for Real Estate Improvements (Resolution No. 2022-831, ten years) (attachment)
4. Request approval of the City of Angola Façade Grant Agreement with Sutton's Real Estate Group for property located at 111 North Wayne Street in the amount of \$10,000 not to exceed \$10,000. (attachment)
5. Reports:
 - Clerk-Treasurer
 - Department Head

6. Request approval of the Allowance of Accounts Payable Vouchers 79089 through 79355 totaling \$2,913,277.08. (separate attachment)
7. Other new business.

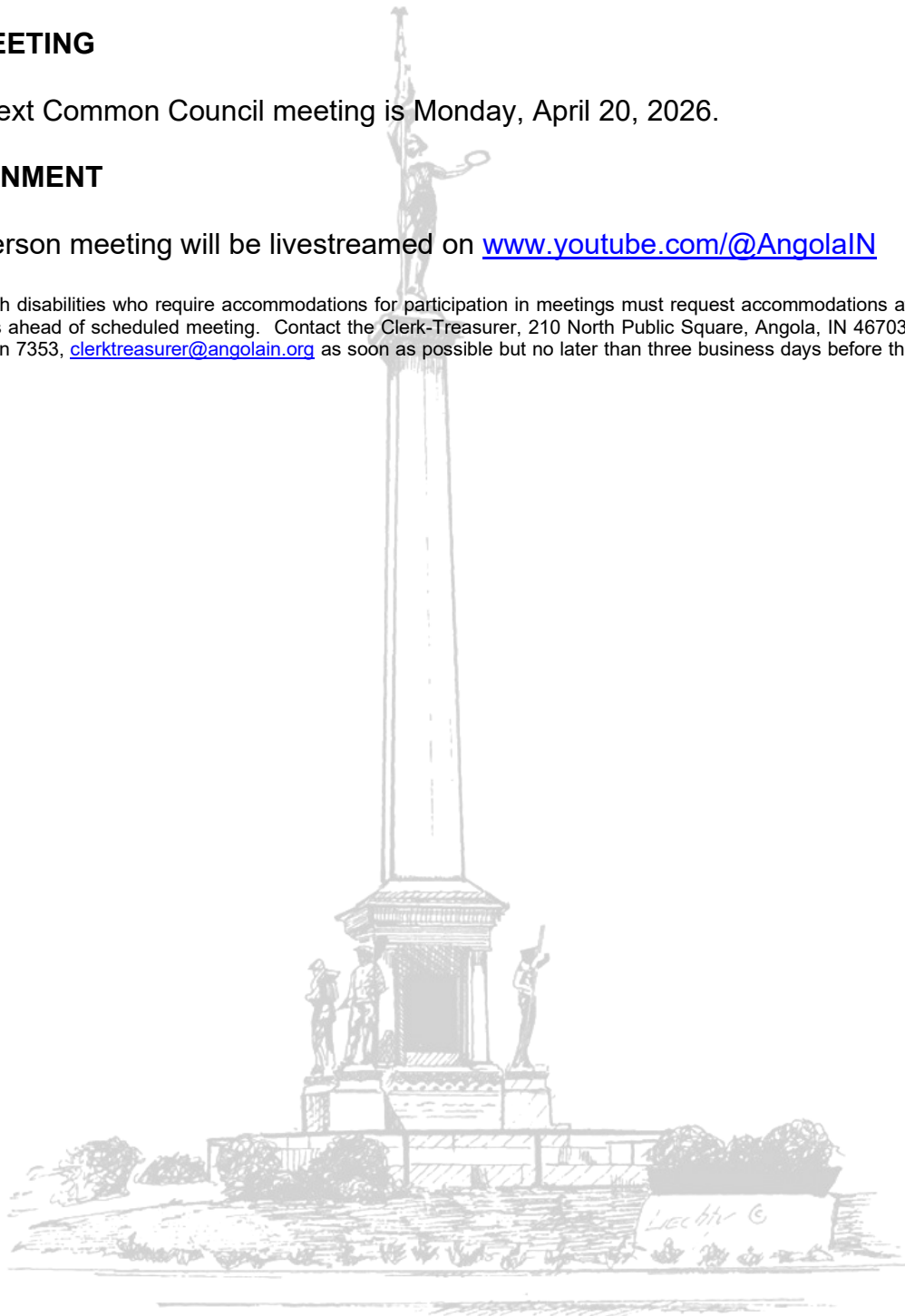
NEXT MEETING

The next Common Council meeting is Monday, April 20, 2026.

ADJOURNMENT

This in-person meeting will be livestreamed on www.youtube.com/@AngolaIN

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.



March 16, 2026

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 David B. Martin presiding. Council Members Randy Coffey, David A. Olson, Charles P. Dowe, and Jerold D. McDermid answered roll. Council Member Jennifer L. Sharkey was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Economic Development and Planning Director Retha Hicks, Police Chief Ken Whitmire, Water Superintendent Mitch Sattison, Wastewater Superintendent Jeff Gaff, and Human Resources Director Sue Essman.

Also among those present were Chris Heroy, Isaac Lee, Chris Pontorno, and Brett Eagen

APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the March 2, 2026 minutes. Council Member Olson seconded the motion. The motion carried 4-0.

NEW BUSINESS

Ordinance No. 1798-2026, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS, was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Olson seconded the motion. Discussion Followed. The motion carried 4-0.

Resolution No. 2026-900, A RESOLUTION PROVIDING FOR THE TRANSFER OF CASH TO THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Council Member Olson moved to approve Change Order No. 1 for Pokagon Utility Project Division 3. Council Member Coffey seconded the motion. The motion carried 4-0.

Council Member Olson moved to find Univertical LLC located at 203 Weatherhead Street in substantial compliance with the Statement of Benefits for Real Estate Improvements. (Resolutions No. 2021-798, ten years and 2024-866, five years) and Personal Property (Resolutions No. 2019-766, five years and 2024-865, five years) Council Member Coffey seconded the motion. Discussion followed. The motion carried 4-0.

Council Member Olson moved to find Angola Wire Products, Inc. located at 803 Wohlert Street in substantial compliance with the Statement of Benefits for Personal Property

(Resolutions No. 2020-786, five years and 2024-871, five years) Council Member Coffey seconded the motion. Discussion followed. The motion carried 4-0.

Council Member McDermid moved to find R. R. Donnelley Inc. located at 611 W Mill Street in substantial compliance with the Statement of Benefits for Personal Property (Resolutions No. 2018-725, ten years) Council Member Dowe seconded the motion. Discussion followed. The motion carried 4-0.

Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending February 2026 was presented for Council information.

DEPARTMENT HEAD REPORTS

Economic Development and Planning Director Hicks provided DORA information to Council Members and reported we would be beginning the process to pass a DORA soon.

Wastewater Superintendent Gaff reported that sewer replacement on the collapsed Stocker Street Sewer is continuing. There was a holdup when the contractor ran into a large amount of concrete underground.

Police Chief Whitmire reported that the new furniture was installed in the Police Department.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 78855 through 79089 totaling \$1,307,225.71 which includes interfund transfers of \$50,308.00. Council Member Coffey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:44 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1798-2026

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

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that the Employee Handbook is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Employee Benefits – Leave Programs- Personal Time Off (PTO) is amended to read as follows:

Personal Time Off (PTO)

Full-time employees hired on or after January 1, 2023, are provided upon hire paid time-off (PTO) leave on their hire date in accordance with the following schedule:

Fire Department	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	9	6	3	0
Police Department	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	15	10	5	0
Dispatch	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	12	8	4	0
All other employees	1 st Quarter Hire	2 nd Quarter Hire	3 rd Quarter Hire	4 th Quarter Hire
PTO days	6	4	2	0

Hire Dates

1st Quarter – January 1 through March 31

2nd Quarter – April 1 through June 30

3rd Quarter – July 1 through September 30

4th Quarter – October 1 through December 31

Fire department employees will be provided with nine (9) PTO days annually beginning January 1st.

ORDINANCE NO. 1798-2026

Police department employees will be provided with fifteen (15) PTO days annually beginning January 1st.

Dispatch employees will be provided with twelve (12) PTO days annually beginning January 1st.

All other full-time employees will be provided with six (6) PTO days annually beginning January 1st.

For the purpose of this policy, a day is equal to the number of hours an employee would work on a routinely scheduled day. Current PTO time balances are shown on your payroll stub. Employees may take PTO leave in increments as little as one-quarter ($\frac{1}{4}$) hour.

At the request of your supervisor, employees should complete the Request for Leave form 11-018. Forms are available in your department or in the Human Resources folder on the Common Drive. Emergency requests for time-off should be discussed with your supervisor.

Approval of leave requests is the responsibility of your supervisor and is subject to the operational needs of the department. The City reserves the right to deny PTO requests when such time-off would interfere with busy times, limited staff or other circumstances which jeopardize the operations of the department.

PTO time does not carry forward to the next calendar year and must be taken prior to each January 1st. Employees are not permitted to work in the same job classification while on PTO for the purposes of receiving extra pay.

Employees who voluntarily resign from employment or are the subject of reduction in force/layoff will receive payment for any unused PTO time. **Employees who voluntarily resign with less than one (1) year of continuous service will not receive payment for any unused PTO time.**

Employees who are involuntarily terminated from employment due to disciplinary action documented through the Human Resources office will not receive payment for any unused PTO time.

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

Section 2. Employee Benefits – Leave Programs- Sick Leave is amended to read as follows:

ORDINANCE NO. 1798-2026

Sick Leave

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

Employees will be credited with one (1) workday of sick leave for each full calendar month of work. Earned sick leave is credited to your "sick leave account" on the first of each month and current balances are shown on your payroll stub. Newly hired employees are awarded sick time beginning on the first of the month following their hire date.

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

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

Use of Paid Leave with FMLA: Generally, FMLA leave is unpaid. However, if an employee also has accrued paid leave available, and if the employee's leave request meets the requirements for use of that paid leave, the employee must use the available paid leave at the same time as the FMLA leave. Similarly, if an employee requests accrued paid leave for a purpose that is also covered by the FMLA, the employee must use FMLA leave at the same time as the paid leave. If the purpose for the leave would not ordinarily qualify as a reason to use the accrued paid leave, then the employee will not receive pay under that leave program while on FMLA.

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

Paid sick leave may be requested for the following circumstances:

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

ORDINANCE NO. 1798-2026

- Medical, dental, vision or other health-related exams or appointments of the employee or a member of the employee's immediate family where the employee's presence is reasonably required, and the appointment could not be made during an employee's non-work time.
- In the event of a declared emergency. Refer to Page 30 of the Employee Handbook for information.

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

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

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

Employees who resign or retire or are the subject of reduction in force/layoff from employment with the City are eligible to receive payment for any unused sick time at the rate of ten dollars (\$10.00) for each full day of unused sick time up to a maximum of ninety (90) days. **Employees who voluntarily resign with less than one (1) year of continuous service will not receive payment for any unused sick time.**

Employees who are involuntarily terminated from employment due to documented disciplinary action through the Human Resources office will not receive payment for any sick time.

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

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

DULY PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of April 2026 by the vote of ____ ayes and ____ nays.

David B. Martin, Mayor
Presiding Officer

ORDINANCE NO. 1798-2026

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 April 2026.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of April 2026.

David B. Martin, Mayor



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 26 PAY 20 27

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Terrace Place Apartments LLC		County Steuben
Address of Taxpayer (number and street, city, state, and ZIP code) 319 Pokagon Trail Ste A		DLGF Taxing District Number 76012
Name of Contact Person Kenneth Wilson	Telephone Number (260) 905-9510	Email Address ken@jici.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Angola	Resolution Number 2023-853	Estimated Start Date (month, day, year) 09/01/2023
Location of Property 400 N Terrace Blvd Angola, IN 46703		Actual Start Date (month, day, year) 09/01/2023
Description of Real Property Improvements 61 Units of Housing for the Angola and Steuben County Market		Estimated Completion Date (month, day, year) 08/01/2024
Actual Completion Date (month, day, year) 08/31/2024		
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees		
Salaries		
Number of Employees Retained		
Salaries		
Number of Additional Employees		
Salaries		
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 9,200,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 9,200,000	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 9,293,179	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 9,293,179	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative <i>Kenneth Wilson</i>	Title Managing Member	Date Signed (month, day, year) 3/20/2026

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

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

We have reviewed the CF-1 and find that:			
☒	The Property Owner IS in Substantial Compliance		
☐	The Property Owner IS NOT in Substantial Compliance		
☐	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year) April 6, 2026
Attested By		Designating Body Common Council	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	☐ AM ☐ PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved	☐ Denied (see Instruction 4 above)
Reasons for the Determination (attach additional sheets if necessary)	
Signature of Authorized Member	
Date Signed (month, day, year) April 6, 2026	
Attested By	Designating Body Common Council
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]	
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.	



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

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FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer WEST COMMONS LLC		County STEBEN
Address of Taxpayer (number and street, city, state, and ZIP code) 3225 S HOYT AVE., MUNCIE, IN 47302		DLGF Taxing District Number 76-012
Name of Contact Person TYLER W RIDGE II	Telephone Number (765) 282-3778	Email Address TW@RIDGECORPORATION.COM
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body WEST COMMONS	Resolution Number 2022-005- 831	Estimated Start Date (month, day, year) MARCH 2023
Location of Property 115-125 N. MCKINLEY ST., & 1210 W. MAUMEE ST., ANGOLA, IN 46703		Actual Start Date (month, day, year) JUNE 2023
Description of Real Property Improvements SEE ATTACHED STATEMENT		Estimated Completion Date (month, day, year) JULY 2025
		Actual Completion Date (month, day, year) AUG 29, 2025
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees		
Salaries		
Number of Employees Retained		
Salaries		
Number of Additional Employees	5	3
Salaries	65,000	60,032
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 1,355,000	\$
Plus: Values of Proposed Project	\$ 10,450,184	\$
Less: Values of Any Property Being Replaced	\$ 1,355,000	\$
Net Values Upon Completion of Project	\$ 10,450,184	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 1,355,000	\$
Plus: Values of Proposed Project	\$ 11,730,118	\$
Less: Values of Any Property Being Replaced	\$ 1,355,000	\$
Net Values Upon Completion of Project	\$ 11,730,118	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative <i>Tyler W. Ridge II</i>	Title MEMBER	Date Signed (month, day, year) 03/16/2026

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

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

We have reviewed the CF-1 and find that:			
☒	The Property Owner IS in Substantial Compliance		
☐	The Property Owner IS NOT in Substantial Compliance		
☐	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year) April 6, 2026
Attested By		Designating Body Common Council	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	☐ AM ☐ PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved	☐ Denied (see Instruction 4 above)
Reasons for the Determination (attach additional sheets if necessary)	
Signature of Authorized Member	
Date Signed (month, day, year) April 6, 2026	
Attested By	Designating Body Common Council
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]	
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.	

Description of Real Property Improvements:

Demolished (3) existing structures and in the process of building a new, 3-story building inclusive of (90) market rate units with interior bike storage, mail center, fitness center, leasing office, conference rooms, community room, covered patio, and exterior dog park. The building is approximately 80,000 square feet.



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 _____ day of _____, 20____, _____ ("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) 111 N. WAYNE ANGOLA

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 \$10,000.

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

SECTION 3: CONTRACT DOCUMENTS

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

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

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

SECTION 5: OWNER RESPONSIBILITIES

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

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

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

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

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

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

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$ 10,000 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 \$10,000.00 for work performed under this Agreement.

SECTION 9: CONFLICT OF INTEREST

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)

SECTION 10: INDEMNIFICATION

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

SECTION 11: NO LIENS

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

SECTION 12: AUTHORITY

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

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

SECTION 13: WARRANTIES

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

SECTION 14: BREACH; REMEDIES

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

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

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

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

SECTION 16: ADDITIONAL COVENANTS

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

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

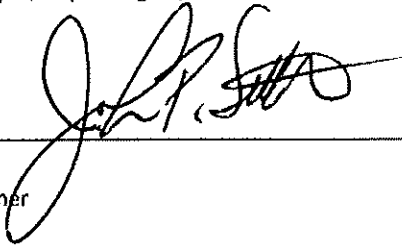
SECTION 18: NOTICE

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

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By:

Mayor, City of Angola, Indiana



By:

Owner

Date

3-10-21

Date

By:

Tenant

Date

Contact:

Phone:

Fax:

Date: 1/29/2026

Project: 111 N Wayne / Door & Storefront Replacement

Project Scope: Architectural aluminum door and window replacement

Materials Furnished: Tubelite dark bronze anodized door and T14000 storefront framing as follows:

Door: (1) Narrow stile door with transom frame, RH outswing, standard locking with push / pull hardware, standard closer, and bottom sweep. Overall frame approximately 37" x 100"

Storefront: (1) Return window overall frame approximately 40" x 84"

(1) Front window, overall frame approximately 153" x 84" with (1) center mullion

Frame custom corner at intersection return window and front window & wrap with color matched brake metal

Wrap perimeter of opening with color matched brake metal trim

All glazing to be 1" insulating tempered glass

Exclusions: Flashings, trims, final cleaning, and anything not listed above.

Project Total: \$17,042.81 tax and labor included

Accepted By: _____

Print: _____ **Date:** _____

Estimator: Jamie Fansler/NEI Glass, Inc

Price valid for 30 days from date above

NEI GLASS

AUTOMOTIVE | RESIDENTIAL | COMMERCIAL

400 Industrial Dr.

Angola, IN 46703

260-665-1914

NEI GLASS

AUTOMOTIVE | RESIDENTIAL | COMMERCIAL

400 Industrial Dr.
Angola, IN 46703
260-665-1914

Customer: Suttons / 111 N Wayne

Contact:

Phone:

Fax:

Date: 1/29/2026

Project: 111 N Wayne / Upstairs Operable Windows

Project Scope: Architectural aluminum window replacement

Materials Furnished: Wojan dark bronze anodized M950 Single hung windows as follows:

Remove existing wood windows, prep openings and install (8) single hung windows
Standard Wojan M950 single hung windows with 3 1/4" frame depth, screens with fiberglass
screen cloth

Glazed with 1" Insulating Lo-E tempered glass

Exterior caulking and brake metal head trim is included

Exclusions: Flashings, trims, framing of openings, brake metal, final cleaning, and anything not
listed above.

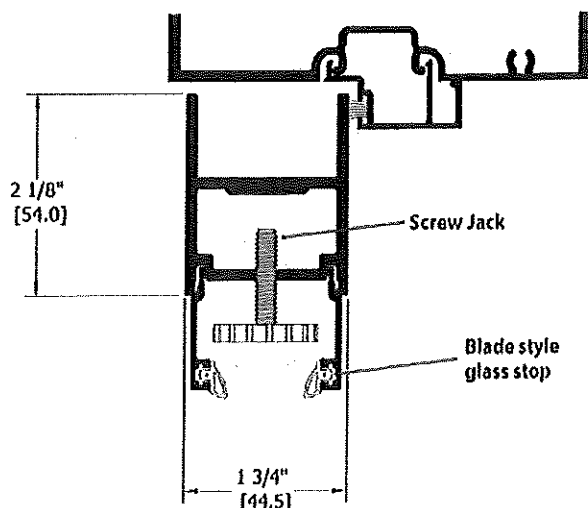
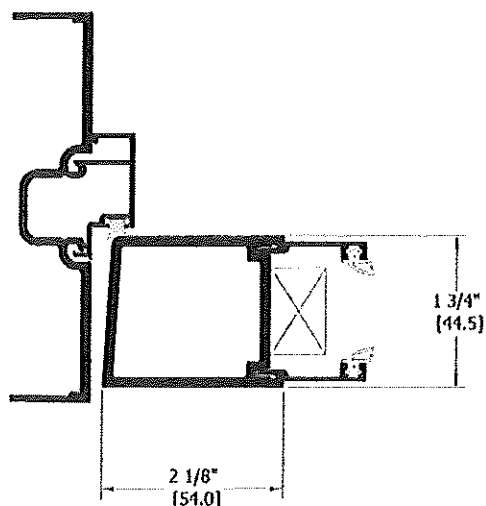
Project Total: \$21,652.93 tax and labor included

Accepted By: _____

Print: _____ **Date:** _____

Estimator: Jamie Fansler/NEI Glass, Inc
Price valid for 30 days from date above

Standard Narrow Stile Entrances



System Features:

- Standard 2-1/8" (53.975mm) sight line on verticals and top rail
- Deadbolt lock
- 1" dia. push bar and offset pull handle
- Standard infill options 1" (25.4mm), and 1/4" (6.35mm), other infills available
- 3'0" width single doors, 6'0" width pairs of doors
- 7'0" height door leaves*

*available up to 10' with engineering review

Optional Features:

- 4" (101.6mm) and 10" (254mm) bottom rails
- Mortised butt hinges, offset pivots, continuous hinges, center pivots
- Latch locks, cvr & rim panics, electric strikes
- Hardware by others
- 1-3/4" or 2" x 4-1/2" sight line frame member
- Intermediate horizontal or vertical mid-rails
- A wide variety of standard anodized and painted colors are available to complement any project with warrantied protection, as well as street appeal.
- Custom height and width doors

Note: Dimensions do not include glass stops.

Standard Entrance Series	Narrow Stile
Traffic	Light to Moderate
Vertical Stile 1-3/4" x	2-1/8"
Top Rail 1-3/4" x	2-1/8"
Bottom Rail 1-3/4" x	4" (opt. up to 10")*

*"stacked" bottom rail options above 10" also available

Standard Narrow Series Product Specifications

Application: Offices, Shopping Plazas

Description: 2-1/8" vertical stiles and top rail, and 4" bottom rail – optional up to 10" for ADA compliance

Glass:

1" std
(1/8" – 1")

Air
Infiltration:

1.0 CFM / Ft²
@ 1.57 PSF

Structural:

30 PSF – Design
45 PSF – Overload

CRF - Single Door

CRFf = 28
CRFg = 24
Overall = 24

** U-Factor per NFRC 100: COG = 0.24 with warm edge spacer, 1-3/4" x 4-1/2" non-thermal frame.

Refer to the U-Factor table at www.tubeliteusa.com/products/entrances/standard-narrow/ for other glass makeups and configurations.

DISCLAIMER: Tubelite takes no responsibility for product selection or application, including, but not limited to, compliance with building codes, safety codes, laws, merchantability or fitness for a particular purpose; and further disclaims all liability for the use, in whole or in part, of this Technical Guide in preparation of project specifications and/or other documents. Technical Guides are subject to change at any time, without notice, and at Tubelite's sole discretion. ©2024 Tubelite

TUBELITE®
DEPENDABLE
LEADERS IN ECO-EFFICIENT STOREFRONT,
CURTAINWALL AND ENTRANCE SYSTEMS

Standard Narrow Stile Entrances

Our Standard Narrow Stile Entrances are designed for light-to-moderate use in commercial applications. Standard Narrow Stile has 2-1/8" vertical stiles and top rail, and 4" bottom rail – optional up to 10" for ADA compliance. "Stacked" bottom rails beyond 10" also available. The smooth design of Tubelite's door hardware features a convenient pull handle and push bar with lock location 36" above the finished floor. Stock doors and frames are anodized with clear, dark bronze or black finishes, and readily available for quick delivery.

Our doors come with newly designed "blade" style glass stops as well as built-in glass jacks which aid in squaring up the doors in relation to the frames.

Durable Tie-Rod Construction

The strength and flexibility of steel tie-rod construction is what holds it all together and makes our doors endure. Tie-rod assembly is as durable as welded corner construction, but superior in many ways. Tubelite doors can be modified, disassembled or resized right in the field. No other door offers you this much strength and flexibility.



**400 Series
Curtainwall**

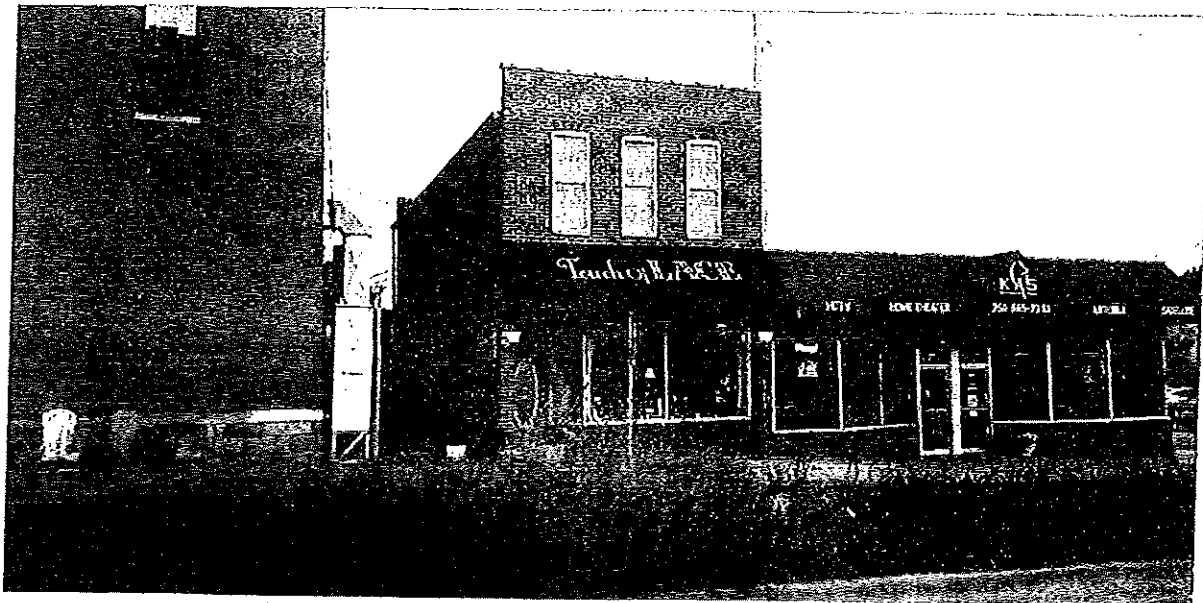
ALSO
USED
WITH

**14000 Series
Storefront**

TUBELITE®
DEPENDABLE
LEADERS IN ECO-EFFICIENT STOREFRONT,
CURTAINWALL AND ENTRANCE SYSTEMS

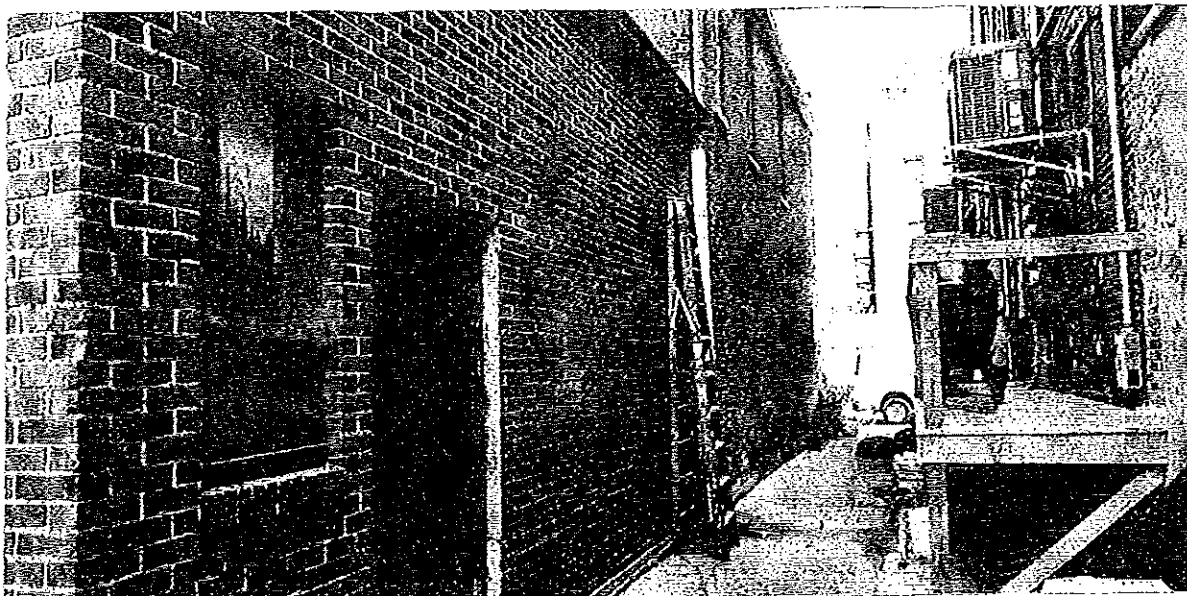
APPRAISAL REPORT

OF A DOWNTOWN STOREFRONT PROPERTY

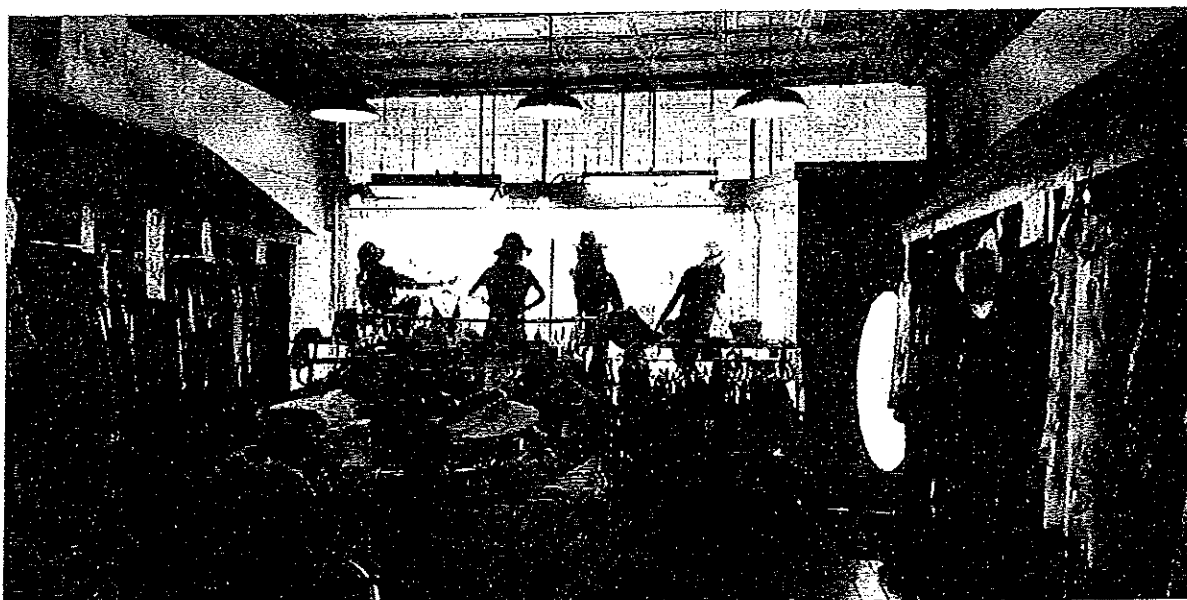


LOCATED AT
111 N. WAYNE STREET
ANGOLA, ND 58003

DOWNTOWN STOREFRONT PROPERTY
111 N WAYNE STREET, ANGOLA, IN 46703



View of the south wall of the building and walkway.



View inside the store – looking toward the front.