

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

Monday, June 1, 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 May 18 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1799-2026. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.160, PROHIBITED TURNS. (third reading) (attachment)
2. Ordinance No. 1800-2026. AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA). (third reading) (attachment)
3. Ordinance No. 1801-2026. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (SR 827 North of Eastland Crossing Section I) (second reading) (attachment)
4. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1802-2026. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.25 PARKING. (first reading) (attachment)
2. Baker Tilly Municipal Advisors present the City of Angola Comprehensive Financial Plan along with the Water and Wastewater Utility Financial Management Reports.
3. Request Approval of the Proposal Engineering Services for the Trine University Lift Station Replacement in the amount of \$98,400.00. (attachment)
4. Request approval of Change Order No. 3 for Pokagon Utility Project Division 4. (Contract Price) (Contract Times) (attachment)

5. Request approval of the City of Angola Façade Grant Agreement with Jenny Lou's Greenery for property located at 107 West Gale Street in the amount of \$5,202.79 not to exceed \$10,000. (attachment)
6. Reports:
 - Clerk-Treasurer
 - Department Head
7. Request approval of the Allowance of Accounts Payable Vouchers 80061 through 80224 totaling \$1,721,672.94. (separate attachment)
8. Other new business.

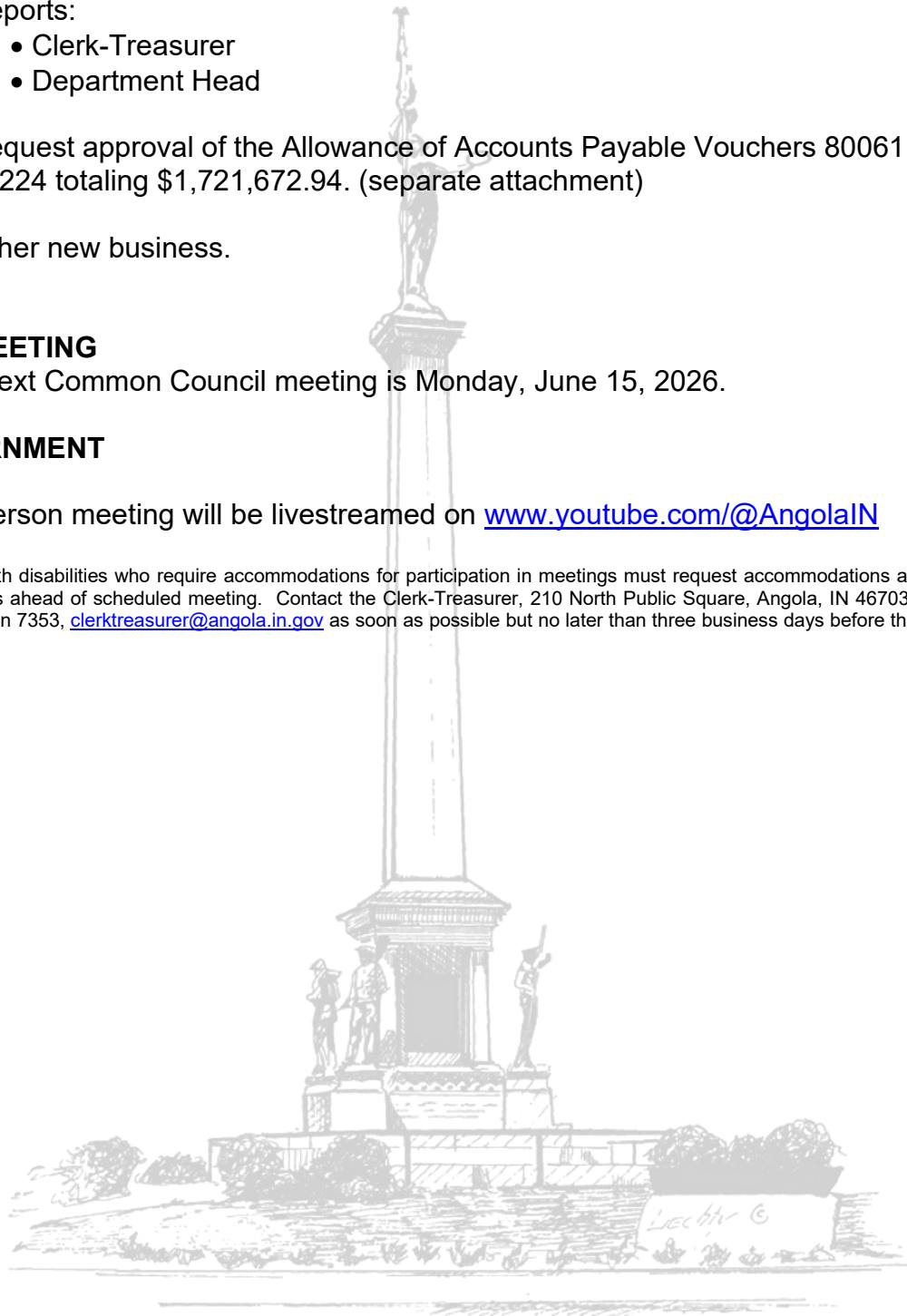
NEXT MEETING

The next Common Council meeting is Monday, June 15, 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@angola.in.gov as soon as possible but no later than three business days before the scheduled event.



May 18, 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, Jennifer L. Sharkey, and Jerold D. McDermid answered roll. Council Member Charles P. Dowe 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, Street Commissioner Chad Ritter, Human Resources Director Sue Essman, Deputy Clerk Stephanie Dean and Police Patrol Office Allie Curdes.

Also present were Chris Emmerick, Libby Hysong, and Alexander Atwood.

APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the May 4, 2026 minutes. Council Member Sharkey seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

Ordinance No. 1799-2026, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.160, PROHIBITED TURNS, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion carried 4-0.

Ordinance No. 1800-2026, AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA), was read by title and presented to Council on second reading. Council Member McDermid moved to approve. Council Member Coffey seconded the motion. The motion carried 4-0.

NEW BUSINESS

Ordinance No. 1801-2026, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA (SR 827 North of Eastland Crossing Section I), was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion carried 4-0.

Alexander Atwood of 200 W Pleasant Street addressed Council regarding city yard waste pickup policy.

Council Member Sharkey moved to approve Change Order No. 2 for Pokagon Utility Project Division 3 (Angola Wastewater Improvements). Council Member McDermid seconded the motion. The motion carried 4-0.

Council Member Olson moved to terminate abatement Ventra LLC located at 3000 Woodhull Drive. Resolution No. 2016-697, ten years. Council Member Coffey seconded the motion. Discussion followed. The motion carried 4-0.

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

DPEATMENT HEAD REPORTS

Economic Development and Planning Director Hicks reported that new downtown sculptures would be installed on June 5th.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 79812 through 80060 totaling \$909,247.28 which includes interfund transfers of \$74,115.00. Council Member Sharkey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:22 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE TITLE 10
VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, SECTION 10.15.160,
PROHIBITED TURNS**

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

Section 1. Section 10.15.160, Prohibited Turns, is amended to read as follows:

When signs are erected giving notice thereof, it is unlawful to make a turn on the following streets:

<i>Street</i>	<i>Unauthorized Turn</i>
Woodhull Dr.	Left turn onto North Wayne Street

Section 3. Effective date.

This Ordinance shall take effect and be in force from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ____ day of May 2026.

David B. Martin, Mayor

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 May 2026.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

**AN ORDINANCE ESTABLISHING
A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)**

WHEREAS, Indiana Code §7.1-3-31 authorizes the establishment of a Designated Outdoor Refreshment Area: and

WHEREAS, the Common Council believes it is in the best interest of the City to create a Designated Outdoor Refreshment Area in the City's Downtown, as authorized by Indiana Code §7.1-3-31 *et seq.*, which Area is shown on the attached Map, which is designated as Exhibit "A" and incorporated by reference herein.

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

1. All definitions in Indiana Code §7.1-3-31 *et seq.* shall apply to this Ordinance, including, but not limiting, to the following:

"Designated Permittee" means a permittee that:

- (1) holds a retailer or craft manufacturer permit located within a refreshment area;
- (2) has submitted a completed application to the municipality to participate in the refreshment area as a designated permittee; and
- (3) is designated by the commission under section 9 of this chapter.

"Refreshment Area" means an outdoor area that a municipality designates as a refreshment area as provided in this chapter.

"Vendor" means a person issued a temporary vendor designation under section 10 of this chapter and either:

- (1) A temporary beer or wine permit; or
- (2) A supplemental catering permit.

2. The Common Council hereby adopts the Map of the City of Angola Downtown Designated Outdoor Refreshment Area attached hereto as Exhibit "A" and incorporated herein by reference.
3. The Common Council finds that the Angola Downtown Outdoor Refreshment Area is consistent with the City of Angola's Zoning Code.
4. The Common Council hereby approves and adopts the required signage designating the City of Angola Downtown Designated Outdoor Refreshment Area and directs the City to place the signage at the boundaries of the Area, as required by law.

5. The City of Angola Downtown Designated Outdoor Refreshment Area shall be in effect during the following hours:
 - (1) Monday-Thursday: 11:00 a.m. until 9:00 p.m.
 - (2) Friday and Saturday: 11:00 a.m. until 11:00 p.m.
 - (3) Sunday: 12:00 p.m. until 5:00 p.m.
6. The City finds that each of the following retailers are an appropriate Designated Permittee and requests the Indiana Alcohol Commission to issue each a "Refreshment Area Designation" upon submission of their completed application to the City to participate in the Area as a Designated Permittee:
 - (1) Buck Lake Bar & Grill
 - (2) Cork & Barrel
 - (3) The Venue
 - (4) Sutton's Deli
 - (5) Monument Pizza Pub
 - (6) The Moose Family Center
 - (7) Elixir

Any additional licensed premises located within the Downtown Refreshment Area who desire to be designated as a "Designated Permittee" and granted a "Refreshment Area Designation" shall submit the "City of Angola DORA Retailer Application" to the City for approval and recommendation by the Common Council by Resolution.
7. Any organization or establishment that desires to be a "Vendor" for the Downtown Designated Refreshment Area shall submit a Special Event Permit Application and the State Form Designated Outdoor Refreshment Area Designation Form for each event to the City for approval.
8. A Vendor's location may be at any or all of the designated areas within the Downtown Designated Outdoor Refreshment Area as shown on Exhibit "A", subject to approval of the Special Event Permit and State Form.
9. Nothing in this Ordinance prohibits a business, landlord, or other establishment from denying open containers of alcoholic beverages to enter their premises or from denying alcoholic beverages purchased from another establishment to enter their premises.
10. The City of Angola maintains full authority and control over the sidewalks and common area, and no one may prohibit or limit open containers in accordance with Indiana Code §7.1-3-31 within the Designated Outdoor Refreshment Area in those spaces except for the City of Angola Police Department.

11. Upon receipt of "Refreshment Area Designation" from the Indiana Alcohol Commission the Designated Permittee shall remove all stanchions, fencing, or other means of separation previously required by law from all common areas, sidewalks, and right of way of the City of Angola as provided by Indiana Code §7.1-3-31-15.
12. In accordance with Indiana Code §7.1-3-31 *et seq.* a person may consume an alcoholic beverage purchased from a designated permittee or vendor anywhere within the refreshment area boundaries, subject to the right of any retailer permittee or business within the refreshment area to refuse to allow individuals to enter the licensed premises or business with an alcoholic beverage.
13. All Designated Permittees and Vendors may allow a person to exit the designated permittee's or vendor's licensed premises with not more than two (2) open containers of an alcoholic beverage at a time. The contents of an open container may not exceed the following:
 - (1) Beer or flavored malt beverage of not more than sixteen (16) ounces.
 - (2) Wine, cider, or hard seltzer of not more than twelve (12) ounces.
 - (3) A mixed drink of not more than ten (10) ounces containing not more than two (2) ounces of liquor.
14. All Designated Permittees and Vendors serving carry-out alcoholic beverages for consumption within the Refreshment Area must serve in the approved non-breakable container, affixed with the logo that identifies the container for use only in the refreshment area.
15. Glass containers may only be allowed in a Designated Permittee's Outdoor dining area and may not be removed into the Downtown Designated Outdoor Refreshment Area.
16. A sign, as required by Indiana Code §7.1-3-31-16 must be posted at each exit of a Designated Permittee and on the licensed premises of a Vendor.
17. This Ordinance shall be in full force and effect upon passage, approval, and publication pursuant to Indiana law.

**ALL OF WHICH IS ORDAINED BY THE COMMON COUNCIL OF THE CITY
OF ANGOLA, STEUBEN COUNTY, INDIANA, ON THIS THE _____ DAY OF
_____, 2026.**

David B. Martin, 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 _____
2026.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor



ORDINANCE NO. 1801-2026

**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 boundary lines on a parcel of land located on North State Road 827, just North of Eastland Crossing Section I.

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 on May 11, 2026, held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on May 11, 2026, 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 parcel totaling approximately 34.91-acres located on North State Road 827, just North of Eastland Crossing Section I (Parcel ID 760613000027050012). The legal description is attached hereto as Exhibit A.

The zoning boundary lines within the aforementioned tract of land shall officially be changed.

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. 1801-2026

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2026.

David B. Martin, 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 _____ 2026.

Ryan Herbert, Clerk-Treasurer

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

David B. Martin, Mayor

**Exhibit A
Legal Descriptions**

R2 Legal Description:

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

COMMENCING at a #4 Rebar held as the Southeast corner of the Southwest Quarter of said Section 13; Thence South 89 degrees 18 minutes 15 seconds West (Indiana State Plane Coordinate System East Zone-GNSS Grid Basis of Bearings), a distance of 768.69 feet along the South line of the Southeast Quarter of said Southwest Quarter to a 5/8" Rebar capped "GOU"; Thence North 00 degrees 34 minute 52 seconds West, a distance of 90.00 feet to the **TRUE POINT OF BEGINNING**; Thence North 46 Degrees 58 Minutes 37 Seconds West, a distance of 345.25 feet; Thence North 00 Degrees 34 Minutes 52 Seconds West, a distance of 149.45 feet; Thence North 44 Degrees 39 Minutes 39 Seconds East, a distance of 21.30 feet; Thence North 08 Degrees 07 Minutes 38 Seconds East, a distance of 182.98 feet; Thence Easterly, a distance of 8.58 feet along a circular arc that is concave Northerly, having a radius measuring 530.00 feet, having a central angle measuring 00 Degrees 55 Minutes 38 Seconds, and having a long chord bearing South 82 Degrees 20 Minutes 12 Seconds East and measuring 8.58 feet; Thence North 07 Degrees 11 Minutes 59 Seconds East, a distance of 190.00 feet; Thence North 86 Degrees 22 Minutes 48 Seconds East, a distance of 40.14 feet; Thence North 79 Degrees 13 Minutes 32 Seconds East, a distance of 60.24 feet; Thence North 73 Degrees 43 Minutes 16 Seconds East, a distance of 351.60 feet; Thence North 33 Degrees 07 Minutes 14 Seconds East, a distance of 34.56 feet; Thence North 17 Degrees 41 Minutes 57 Seconds East, a distance of 158.22 feet; Thence North 17 Degrees 41 Minutes 57 Seconds East, a distance of 161.78 feet; Thence North 05 Degrees 47 Minutes 42 Seconds West, a distance of 111.35 feet; Thence North 21 Degrees 22 Minutes 33 Seconds West, a distance of 137.85 feet; Thence North 27 Degrees 32 Minutes 01 Seconds West, a distance of 110.00 feet; Thence South 62 Degrees 27 Minutes 59 Seconds West, a distance of 130.00 feet; Thence North 27 Degrees 32 Minutes 01 Seconds West, a distance of 12.22 feet; Thence Northerly, a distance of 95.92 feet along a circular arc that is concave Easterly, having a radius measuring 170.00 feet, having a central angle measuring 32 Degrees 19 Minutes 44 Seconds, and having a long chord bearing North 11 Degrees 22 Minutes 09 Seconds West and measuring 94.65 feet; Thence South 84 Degrees 37 Minutes 52 Seconds West, a distance of 90.75 feet; Thence Westerly, a distance of 122.51 feet along a circular arc that is concave Northerly, having a radius measuring 170.00 feet, having a central angle measuring 41 Degrees 17 Minutes 25 Seconds, and having a long chord bearing North 74 Degrees 43 Minutes 26 Seconds West and measuring 119.88 feet; Thence North 54 Degrees 04 Minutes 43 Seconds West, a distance of 55.31 feet; Thence North 35 Degrees 38 Minutes 37 Seconds West, a distance of 63.25 feet; Thence North 54 Degrees 04 Minutes 43 Seconds West, a distance of 17.63 feet; Thence Northerly, a distance of 47.12 feet along a circular arc that is concave Easterly, having a radius measuring 30.00 feet, having a central angle measuring 90 Degrees 00 Minutes 00 Seconds, and having a long chord bearing North 09 Degrees 04 Minutes 43 Seconds West and measuring 42.43 feet; Thence North 54 degrees 04 minutes 43 seconds West, a distance of 40.00 feet to a point on the center-line of State Road #827; Thence North 35 degrees 55 minutes 17 seconds East, a distance of 326.33 feet along said centerline to a point located 658.34 feet South 36 degrees 21 minutes 44 seconds West of said centerline's intersection with the North line of the Northeast Quarter of said Southwest Quarter; Thence South 89 degrees 52 minutes 27 seconds East, a distance of 777.66 feet on a Northerly line of the aforementioned 88.13-acre parcel to a Northeasterly corner thereof; Thence South 00 degrees 34 minutes 24 seconds East, a distance of 1,469.02 feet on the East line of said Southwest Quarter to the Northeast corner of an 11.494 acre parcel described in Document #21120063; thence South 89 degrees 12 minutes 12 seconds West, a distance of 768.78 feet on the North line of said 11.494 acre parcel to a #5 Rebar capped "GOU"; Thence South 00 degrees 34 minute 52 seconds East, a distance of 650.63 feet to the **POINT OF BEGINNING**, said tract containing 25.181 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

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R3 Legal Description:

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

COMMENCING at a #4 Rebar held as the Southeast corner of the Southwest Quarter of said Section 13; Thence South 89 degrees 18 minutes 15 seconds West (Indiana State Plane Coordinate System East Zone-GNSS Grid Basis of Bearings), a distance of 768.69 feet along the South line of the Southeast Quarter of said Southwest Quarter to a 5/8" Rebar capped "GOU"; Thence North 00 degrees 34 minute 52 seconds West, a distance of 90.00 feet; Thence North 46 Degrees 58 Minutes 37 Seconds West, a distance of 345.25 feet; Thence North 00 Degrees 34 Minutes 52 Seconds West, a distance of 149.45 feet; Thence North 44 Degrees 39 Minutes 39 Seconds East, a distance of 21.30 feet; Thence North 08 Degrees 07 Minutes 38 Seconds East, a distance of 182.98 feet; Thence Easterly, a distance of 8.58 feet along a circular arc that is concave Northerly, having a radius measuring 530.00 feet, having a central angle measuring 00 Degrees 55 Minutes 38 Seconds, and having a long chord bearing South 82 Degrees 20 Minutes 12 Seconds East and measuring 8.58 feet; Thence North 07 Degrees 11 Minutes 59 Seconds East, a distance of 190.00 feet to the **TRUE POINT OF BEGINNING**; Thence North 86 Degrees 22 Minutes 48 Seconds East, a distance of 40.14 feet; Thence North 79 Degrees 13 Minutes 32 Seconds East, a distance of 60.24 feet; Thence North 73 Degrees 43 Minutes 16 Seconds East, a distance of 351.60 feet; Thence North 33 Degrees 07 Minutes 14 Seconds East, a distance of 34.56 feet; Thence North 17 Degrees 41 Minutes 57 Seconds East, a distance of 158.22 feet; Thence North 70 Degrees 41 Minutes 34 Seconds West, a distance of 130.14 feet; Thence North 57 Degrees 46 Minutes 01 Seconds West, a distance of 61.89 feet; Thence North 72 Degrees 18 Minutes 03 Seconds West, a distance of 149.45 feet; Thence South 15 Degrees 25 Minutes 17 Seconds West, a distance of 5.89 feet; Thence South 36 Degrees 36 Minutes 50 Seconds West, a distance of 54.74 feet; Thence South 72 Degrees 31 Minutes 04 Seconds West, a distance of 167.61 feet; Thence South 72 Degrees 19 Minutes 28 Seconds West, a distance of 53.11 feet; Thence North 82 Degrees 04 Minutes 15 Seconds West, a distance of 54.07 feet; Thence South 17 Degrees 56 Minutes 51 Seconds West, a distance of 170.00 feet to a non-tangent circular arc; Thence Westerly, a distance of 44.73 feet along said non-tangent circular arc that is concave Northerly, having a radius measuring 360.00 feet, having a central angle measuring 07 Degrees 07 Minutes 07 Seconds, and having a long chord bearing North 68 Degrees 29 Minutes 36 Seconds West and measuring 44.70 feet to a non-tangent line; Thence South 25 Degrees 03 Minutes 58 Seconds West, a distance of 129.64 feet along said non-tangent line; Thence South 81 Degrees 44 Minutes 49 Seconds East, a distance of 103.37 feet; Thence South 78 Degrees 03 Minutes 49 Seconds East, a distance of 85.00 feet; Thence South 82 Degrees 42 Minutes 22 Seconds East, a distance of 76.12 feet to the **POINT OF BEGINNING**, said tract containing 4.476 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

R4 Legal Description:

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

COMMENCING at a #4 Rebar held as the Southeast corner of the Southwest Quarter of said Section 13; Thence South 89 degrees 18 minutes 15 seconds West (Indiana State Plane Coordinate System East Zone-GNSS Grid Basis of Bearings), a distance of 768.69 feet along the South line of the Southeast Quarter of said Southwest Quarter to a 5/8" Rebar capped "GOU"; Thence North 00 degrees 34 minute 52 seconds West, a distance of 90.00 feet; Thence North 46 Degrees 58 Minutes 37 Seconds West, a distance of 345.25 feet; Thence North 00 Degrees 34 Minutes 52 Seconds West, a distance of 149.45 feet; Thence North 44 Degrees 39 Minutes 39 Seconds East, a distance of 21.30 feet; Thence North 08 Degrees 07 Minutes 38 Seconds East, a distance of 182.98 feet; Thence Easterly, a distance of 8.58 feet along a circular arc that is concave Northerly, having a radius measuring 530.00 feet, having a central angle measuring 00 Degrees 55

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Minutes 38 Seconds, and having a long chord bearing South 82 Degrees 20 Minutes 12 Seconds East and measuring 8.58 feet; Thence North 07 Degrees 11 Minutes 59 Seconds East, a distance of 190.00 feet; Thence North 86 Degrees 22 Minutes 48 Seconds East, a distance of 40.14 feet; Thence North 79 Degrees 13 Minutes 32 Seconds East, a distance of 60.24 feet; Thence North 73 Degrees 43 Minutes 16 Seconds East, a distance of 351.60 feet; Thence North 33 Degrees 07 Minutes 14 Seconds East, a distance of 34.56 feet; Thence North 17 Degrees 41 Minutes 57 Seconds East, a distance of 158.22 feet to the **TRUE POINT OF BEGINNING**; Thence North 17 Degrees 41 Minutes 57 Seconds East, a distance of 161.78 feet; Thence North 05 Degrees 47 Minutes 42 Seconds West, a distance of 111.35 feet; Thence North 21 Degrees 22 Minutes 33 Seconds West, a distance of 137.85 feet; Thence North 27 Degrees 32 Minutes 01 Seconds West, a distance of 110.00 feet; Thence South 62 Degrees 27 Minutes 59 Seconds West, a distance of 130.00 feet; Thence North 27 Degrees 32 Minutes 01 Seconds West, a distance of 12.22 feet; Thence Northerly, a distance of 95.92 feet along a circular arc that is concave Easterly, having a radius measuring 170.00 feet, having a central angle measuring 32 Degrees 19 Minutes 44 Seconds, and having a long chord bearing North 11 Degrees 22 Minutes 09 Seconds West and measuring 94.65 feet; Thence South 84 Degrees 37 Minutes 52 Seconds West, a distance of 90.75 feet; Thence Westerly, a distance of 122.51 feet along a circular arc that is concave Northerly, having a radius measuring 170.00 feet, having a central angle measuring 41 Degrees 17 Minutes 25 Seconds, and having a long chord bearing North 74 Degrees 43 Minutes 26 Seconds West and measuring 119.88 feet; Thence North 54 Degrees 04 Minutes 43 Seconds West, a distance of 55.31 feet; Thence North 35 Degrees 38 Minutes 37 Seconds West, a distance of 63.25 feet; Thence North 54 Degrees 04 Minutes 43 Seconds West, a distance of 17.63 feet; Thence Northerly, a distance of 47.12 feet along a circular arc that is concave Easterly, having a radius measuring 30.00 feet, having a central angle measuring 90 Degrees 00 Minutes 00 Seconds, and having a long chord bearing North 09 Degrees 04 Minutes 43 Seconds West and measuring 42.43 feet; Thence North 54 Degrees 04 Minutes 43 Seconds West, a distance of 40.00 feet; Thence South 35 Degrees 55 Minutes 17 Seconds West, a distance of 291.34 feet along the centerline of State Road #827; Thence South 69 Degrees 54 Minutes 03 Seconds East, a distance of 278.01 feet; Thence South 39 Degrees 44 Minutes 11 Seconds East, a distance of 174.69 feet; Thence South 15 Degrees 59 Minutes 51 Seconds West, a distance of 92.66 feet; Thence South 46 Degrees 12 Minutes 23 Seconds East, a distance of 66.94 feet; Thence North 15 Degrees 25 Minutes 17 Seconds East, a distance of 5.89 feet; Thence South 72 Degrees 18 Minutes 03 Seconds East, a distance of 149.45 feet; Thence South 57 Degrees 46 Minutes 01 Seconds East, a distance of 61.89 feet; Thence South 70 Degrees 41 Minutes 34 Seconds East, a distance of 130.14 feet to the **POINT OF BEGINNING**, said tract containing 228461.31 square feet or 5.245 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

Exhibit B



ORDINANCE NO. 1802-2026

AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.25 PARKING

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that Title 10 Vehicles and Traffic, Chapter 10.25 Parking is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Section 10.25.130 Parking prohibited at all times is amended to read as follows:

When signs are erected giving notice, no person shall park a vehicle at any time upon any of the streets or parts of streets described in this schedule:

<i>Street</i>	<i>Side</i>	<i>Location</i>
Broad Street	North	Between North Wayne Street and Elizabeth Street
Broad Street	South	From Jackson Street to North Superior Street
Broad Street	South	From McKinley Street to North Kinney Street
Circle Hill Drive	Both	From East Maumee Street south to the entrance of Circle Hill Cemetery for a distance of 1,220 feet
College Street	West	South property line of Thunder Drive, south to the north property line of Pleasant Street
Darling Street	Both	Between West Maumee Street and Park Avenue
Darling Street	West	Between Park Avenue and Prospect Street
Darling Street	West	Between West Maumee Street and West Gilmore Street
Elizabeth Street	East	Between Broad Street and Mill Street
Elizabeth Street	East	From north line of West Gilmore Street to the south line of West Broad Street
Elizabeth Street	West	A point 128 feet 4 inches south of the south property line of West Gilmore Street to a point 150 feet south of the south property line of West Gilmore Street
Elizabeth Street	West	Between Green Street and West Broad Street; when signs are erected giving notice thereof, no person shall at any time park a vehicle
Elizabeth Street	West	Between West Gilmore Street and Broad Street
Elizabeth Street	West	From south curb line of West South Street to north curb line of Park Avenue

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<i>Street</i>	<i>Side</i>	<i>Location</i>
Euclid Avenue	East	From south curb line of East Prospect Street to the south curb line of Water Street
Felicity Street	North	From west curb line of Washington Street to the east curb line of South Wayne Street
Fox Lake Road	Both	Between South Wayne Street and Butler Street
Gale Street	North	Between east curb line of South Martha Street to the east curb line of South Washington Street
Gale Street	North	Between east curb line of South Wayne Street and west curb line of South Martha Street
Gale Street	North	Between South West and South Superior streets
Gale Street	North	West property line of Superior Street, west to Darling Street
Gale Street	South	Between west line of South Martha Street and a point 140 feet west of the west line of South Martha Street
Gale Street	South	From west curb line of South Wayne Street to the east curb line of South West Street
Gilmore Street	North	Between Wayne Street and Elizabeth Street
Gilmore Street	South	Between North Superior Street and Jackson Street
Gilmore Street	South	From east curb line of North Wayne Street to the west curb line or street extension of Victoria Street, at all times
Gilmore Street	South	From west line of North West Street to the east line of North Superior Street
Henney Street	South	From east curb line of Williams Street east 183 feet
Hetzler Court	Both	From West Maumee Street (US Highway 20) north to include the cul-de-sac
Jackson Street	Both	From north curb line of West Maumee Street, north to the south curb line of West Gilmore Street
Joe Wheeler Street	West	Between West Maumee Street and West Broad Street
Kinney Street	Both	Between Moss Street and Saginaw Street
Manahan Drive	Both	Between West Mill and McKinley Streets
Martha Street	East	Between South Street and Wall Street
Martha Street	West	Between Broad Street and Gilmore Street

ORDINANCE NO. 1802-2026

<i>Street</i>	<i>Side</i>	<i>Location</i>
Martha Street	West	From north curb line of East Gale Street to the north curb line of East Pleasant Street
Maumee Street	Both	Between Martha Street and the east limits of the city
Maumee Street	Both	Between West Street and the west limits of the city
Mechanic Street	Both	From Williams Street to Shawnee Drive
Mill Street	North	Between east curb line of North Wayne Street and the west curb line of North Martha Street
Mill Street	North	From west curb line of North Williams Street to the east curb line of North Washington Street
Mill Street	North	West property line of North Wayne Street to the west right-of-way line of the railway
Mill Street	Both	All of East Mill Street east of Williams Street
Mill Street	South	West property line of North Wayne Street to the west right-of-way line of the railway
Moss Street	Both	Between Summit Street and Kinney Street
Nolan Meadows Run	Both	Between Sully Court and East Harcourt Road
Oakwood Street	West	South property line of Thunder Drive, south to the north property line of Prospect Street
Park Avenue	South	Between South Wayne Street and South West Street
Park Avenue	South	West property line of West Street west to the east property line of South Darling Street
Pleasant Street	North	From west curb line of College Street to the east curb line of Oakwood Street
Pleasant Street	South	From a distance of fifty (50) feet west of College St curb line to Darling Street.
Prospect Street	South	South Martha to South Washington Street
Prospect Street	South	Between Oakwood Street and College Street
Prospect Street	North	Between College Street and Darling Street
Sarah Drive	Both	S curve area in 100 block
South Street	North	From east curb line of South Wayne Street to west curb line of South Martha Street
South Street	North	West property line of West Street, west to the end of West South Street

ORDINANCE NO. 1802-2026

<i>Street</i>	<i>Side</i>	<i>Location</i>
South Street	South	East property line of South Wayne Street, east to the west property line of Martha Street
South Street	South	From east curb line of South Martha Street to the west curb line of South Washington Street
South Street	South	From west curb line of South Wayne Street, west to the east curb line of South Elizabeth Street
Stevens Street	East	Between Mechanic Street and Henry Street
Stocker Street	North	Between North Wayne Street and North Martha Street
Summit Street	Both	From Thunder Drive to Saginaw Street, excepting existing and established off-street parking areas
Summit Street	West	From south curb line of West Maumee Street to the north curb line of Saginaw Street
Superior Street	East	From north line of West Maumee Street to the north line of West Gale Street
Superior Street	West	Between West Prospect Street and West South Street
Thunder Drive	Both	From South Darling Street west to the east property line of the railway
Wall Street	North	From east curb line of South Martha Street to the west curb line of Euclid Avenue
Washington Street	East	Between East Maumee Street and East Gilmore Street
Washington Street	East	Between Gale Street and South Street
Washington Street	East	From north curb line of East Prospect Street to the south curb line of Water Street
Washington Street	East	From the south curb line of East Maumee Street to the south curb line of East Gale Street
Washington Street	West	Between Broad Street and Randolph Street
Washington Street	West	Between East Maumee Street and East Gilmore Street
Washington Street	West	Between East Maumee Street and East Prospect Street
Water Street	North	From west curb line of South Martha Street to the east curb line of South Wayne Street
Water Street	South	Between Euclid Street and John Street
Water Street	South	Intersection of South Wayne Street to the west curb line of Euclid Avenue

ORDINANCE NO. 1802-2026

<i>Street</i>	<i>Side</i>	<i>Location</i>
Wayne Street	Both	Between Gale Street and the south boundary of the city
Wayne Street	Both	Between Gilmore Street and the north limits of the city
Westwood Drive	North	Between West Maumee Street and North Gerald Lett Avenue
Williams Street	East	Between Sarah Drive and the school crosswalk
Williams Street	East	From centerline of East Mill Street 259 feet north of centerline of East Mill Street
Williams Street	East	From north curb line of East Maumee Street to the south curb line of East Broad Street
Williams Street	Both	From south curb line of East Mill Street to the north curb line of Randolph Street
Williams Street	West	From the north curb line of East Mill Street to the south curb line of East Stocker Street
Williams Street	West	From south curb line of Broad Street to the north curb line of East Maumee Street
Wohlert Street	East	From north curb line of West Stocker Street, north to the south curb line of Weatherhead Street

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

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1802-2026

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 2026.

Ryan P. Herbert, Clerk-Treasurer

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

David B. Martin, Mayor



May 22, 2026

Via email: acope@angolain.org

Amanda Cope, P.E., City Engineer
City of Angola
210 N. Public Square
Angola, IN 46703

RE: Trine University Lift Station Replacement

Dear Amanda:

Thank you for the opportunity to submit a proposal to assist with the design of a new submersible lift station to replace the existing Trine University lift station. We understand that the existing facility is undersized for current demands and anticipated future growth, is aging, and is located within the median of Thunder Drive, which complicates operation and maintenance activities.

The proposed replacement will support Trine University's continued expansion and enhance service reliability, while also reducing long-term maintenance costs for the City.

F&V has successfully completed the design and construction of numerous lift stations throughout Indiana and Michigan. We appreciate the opportunity to continue working with the City and look forward to supporting the successful delivery of this important project.

SCOPE OF WORK

We propose the following scope of work to assist with the lift station replacement project:

1. Administer meetings with the City at various stages of design including:
 - i. Pre-design kick-off meeting.
 - ii. 30% Design Completion.
 - iii. 60% Design Completion.
 - iv. 90% Design Completion.
2. Topographic survey of the area surrounding the existing lift station, Thunder Drive, and area north of the Hershy Hall/Ketter Sports Center. Establish existing right-of-way (ROW) and easement boundaries.
3. Request private utility information (natural gas, telephone, electric, etc.) from utility companies and include their information on the design drawings.
4. Conduct a geotechnical investigation of the soils. We will coordinate with a geotechnical sub consultant to perform one boring at the proposed lift station site and provide foundation recommendations for the lift station.
5. Prepare a basis of design for the pump station including anticipated flow projections, wet well storage volume needs, total dynamic head calculation, buoyancy calculations of the wet well, and forcemain flushing velocity. We will work closely with the City and Trine University to gather

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

anticipated development plans for the University and incorporate additional capacity in the new lift station to accommodate future development.

6. Prepare design drawings for the project, including:
 - Lift station site plan and details
 - Plan and profiles for gravity sewer and forcemain
 - Electrical and controls including SCADA, control panel, and electrical gear. We assume the proposed control panel will follow similar design of recent lift station projects and will incorporate connections to the SCADA system.
7. Evaluate the existing generator and verify that it is appropriately sized to serve the new lift station. Assuming it can be reused, we will coordinate with the City to either relocate the generator closer to the new lift station or reconnect it to the new lift station at its current location.
8. Submit the documents to the City for review at 30%, 60% and 90% design completion stages for discussion at design progress meetings.
9. Complete construction and bidding documents.
10. Prepare and submit IDEM Sanitary Sewer Construction and Construction Stormwater General Permit applications.
11. Prepare easement descriptions and sketches
12. Answer questions and prepare addenda during bidding. We assume the project will be incorporated into a larger Trine University project and full bidding assistance is not required.

It is our understanding that construction engineering services, including project observation, are not requested at this time but may be required in the future. F&V would be pleased to provide a proposal for these services, once the design is complete.

SCHEDULE

We understand the lift station replacement project will be incorporated into a future Trine University project, and propose completing design and permitting by May 1, 2027. F&V will align with the City's schedule and can accelerate progress as needed should Trine University's plans advance more quickly.

BUDGET

We propose to complete the scope of services outlined above for a **Lump Sum Fee of \$98,400** billed monthly based on percentage of work completed. If our proposal is acceptable, we can provide the City with a Professional Services Agreement (PSA) for execution.

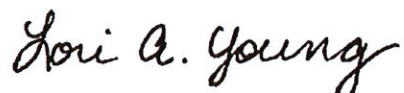
Thank you and feel free to contact us with any questions you may have.

Sincerely,

FLEIS & VANDENBRINK



Ben Kladder, P.E.
Project Manager



Lori Young, P.E.
Indiana Group Manager

Cc: Mitch Sattison – Angola Water Superintendent



Section 00 63 63 - CHANGE ORDER NO. 3

Owner: City of Angola, Indiana	Owner's Project No.:
Engineer: Dixon Engineering, Inc.	Engineer's Project No.: 14-76-02-02,07-24
Contractor: Clearcreek Coatings, Ltd.	Contractor's Project No.:
Project: 250,000 Gallon Double Ellipse & 800,000 Gallon Concrete Standpipe	
Contract Name: 250,000 Gallon Double Ellipse Exterior Repaint with Containment, Wet Interior Repaint, and Miscellaneous Repairs 800,000 Gallon Concrete Standpipe Decorative Arch Replacement, Exterior Coating, and Miscellaneous Repairs	
Date Issued: May 21, 2026	Effective Date of Change Order: May 21, 2026

The Contract is modified as follows upon execution of this Change Order:

Description: **Exterior leak injection per DN Tanks pricing (\$12,000). Coating of tank lettering per DN Tanks pricing (\$7,500). Dome access hatch clips per DN Tanks pricing (\$500). Shotcrete arch reveal removal per DN Tanks pricing (-\$7,500).**

Attachments: **DN Pricing**

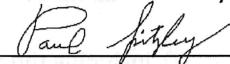
Change in Contract Price

Change in Contract Times

Original Contract Price:	Original Contract Times:
\$ 753,400	Substantial Completion: October 31, 2025
	Ready for final payment: 30 days after Substantial Comp.
Increase from previously approved Change Orders No. 1 to 2:	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:
\$ 25,480.37	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 778,880.37	Substantial Completion: October 31, 2025
	Ready for final payment: 30 days after Substantial Comp.
Increase this Change Order:	Increase this Change Order:
\$ 12,500	Substantial Completion: July 31, 2026
	Ready for final payment: 30 days after Substantial Comp.
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 791,380.37	Substantial Completion: July 31, 2026
	Ready for final payment: 30 days after Substantial Comp.

Recommended by Engineer (if required)

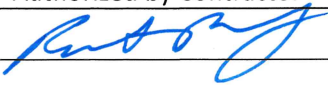
Authorized by Owner

By: 
 Title: Project Manager
 Date: May 21, 2026


 Amanda R. Cope, City Engineer
 May 22, 2026

Authorized by Contractor

Approved by Funding Agency (if applicable)

By: 
 Title: Robert, President
 Date: 5/22/2026



May 15, 2026

Clearcreek Coatings, LTD
10836 Schiller Rd
Medway, OH 45341

RE: Additional Work Items
800,000 Gallon Concrete Standpipe
Angola, IN

Ms. Roque,

As requested, please find the pricing below for the additional work items.

Exterior Leak Injection:

Provide all labor, equipment, material and incidentals required to perform crack injection to the exterior tank wall. Injection work to include polyurethane grout injection, removal of efflorescence, and patching with high-strength patching material. It is assumed this work will take up to 3 days to complete.

Lump Sum: \$12,000.00

Coating of Tank Lettering:

Provide all labor, equipment, materials and incidentals required to power tool clean the existing lettering on the tank dome ring and apply a 3 coat Urethane coating. Prime coat to be Macropoxy 5000 (1-2 DFT), urethane Intermediate coat to be Acrolon 218 (2-3 DFT) and top coat to Fluorokem HS (2-3 DFT). Top coat color to Blue Chip.

Lump Sum: \$7,500.00

Dome Access Hatch Clips:

Provide all labor, equipment, materials and incidentals required to replace 3 positive pressure clips on the existing Halliday F1R access hatch.

Lump Sum: \$500.00

Shotcrete Arch Reveal Removal:

Credit to remove the decorative reveals in the shotcrete arches to maintain a uniform thickness and provide a more durable product by eliminating thin transitional areas.

Lump Sum Credit: (\$7,500.00)

- If all work above is approved, the total lump sum increase would be \$12,500, including the \$7,500 credit.
- Work to be performed while DN's crew is already onsite

If I can be of any further assistance, or you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Pappo', written over a light blue horizontal line.

Joseph Pappo
Director of Construction



City of Angola

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

(260) 665-7465

email:

adaglow@angolain.org

website:

www.angolain.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 107 W Gale St Angola IN 46703

Name of Applicant: Kortney Sutton

Mailing Address: 140 N Public Sq Angola IN 46703 Apt 2E

Phone: 260-316-9872 Email: jennylousgreenery@gmail.com

Business Name: Jenny Lou's Greenery

Federal Tax ID # 85-3487496

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

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

(See Property Information and Ownership Verification Form attached)

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

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

If yes, list the dollar amount & year received.

\$ _____ Year: _____

Are property taxes current?

☒ Yes ☐ No

Include below a complete description of the proposed facade improvements.

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

Description of Project:

Replacing current garage door with a new energy efficient insulated glass door. Current door is having problems sealing and lets in lots of air along with needs belt replaced. Specs on new door attached.

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION (continued)

Date of proposed start: Install is 6 weeks out Date of initial building inspection: _____
Date of proposed completion: _____
Estimated cost of improvement: \$ 10,405.59
Amount of funding requested: \$ _____

Name of Contractor and Business Name: Cody Precision Door
Address: _____
Phone: 260-450-5641 Email: _____

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

Name of Applicant (Printed): Kortney Sutton

Applicant Signature: [Signature]

Date: 5/10/2020

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

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

For office use:

Date passed by Angola Common Council: _____



CITY OF ANGOLA FAÇADE GRANT PROGRAM

Notarization of Property Information and Ownership Verification

ADDRESS OF PROPERTY: 107 W Gale St Angola IN 46703

State of Indiana, County of Steuben being duly sworn deposes

and says that he/she is the owner of the property above named, that he/she has read and understood all the information contained herein and that all answers and statements contained in this form are true.

[Signature]

Signature of Owner

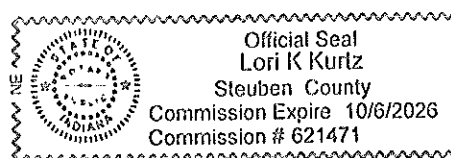
Subscribed and sworn before me this 11th day of May, 20 26

Resident of Steuben County

[Signature]
Signature of Notary Public

Lori K Kurtz
Printed Name

10/06/2026
My commission expires:





CITY OF ANGOLA FAÇADE GRANT PROGRAM

PROPERTY INFORMATION AND OWNERSHIP VERIFICATION FORM

This form must be notarized.

GRANT PROJECT LOCATION

Address: 107 W Gale St Angola, IN 46703

APPLICANT INFORMATION

Name of Applicant: Jenny Lou's Greenery Kortney Sutton

Address: 140 N Public Sq Apt 2E Angola IN 46703

Telephone Number: (219) 316 - 9872 Email Address: jennylousgreenery@gmail.com

PROPERTY OWNER NAME (if different than applicant):

Name of Owner: _____

Address: _____

Telephone Number: (____) _____ - _____ Email Address: _____

PROPERTY OWNER VERIFICATION

As the legal deeded owner of the above property, I hereby grant authorization to complete the façade and/or improvements as indicated in this application.

Kortney Sutton
Printed Name of Property Owner(s)

5/10/26
Date

[Signature]
Signature of Property Owner(s)

5/10/26
Date



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 11 day of 5 20 26, Kentley 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 Grace St Angola IN 46703

SECTION 2: CONSIDERATION AND SCOPE

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

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

SECTION 5: OWNER RESPONSIBILITIES

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

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

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

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

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

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

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

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

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$ 5,202.79 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.



FAÇADE IMPROVEMENT GRANT PROGRAM SUPPORTING DATA CHECKLIST

This checklist must be submitted as part of the application. If certain items do not apply to your specific project, please print "N/A" in the space provided. Some items requested may be subject to final approval of the application by the City of Angola Common Council.

General:

Application

- ☐ Current photograph of the property's facade to be improved. ✓
- ☐ Written description of proposed improvements, including all materials and colors. ✓
- ☐ Written permission from property owner (if applicable). ✓
- ☐ Copy of the recorded property deed. ✓
- ☐ Proof of insurance for tenant/owner/contractor ✓
- ☐ Include completed IRS Form W-9 ✓
- ☐ Sign Grant Agreement ✓
- ☐ Proof of up-to-date taxes ✓
- ☐ Date of Building Inspection _____

Signs:

- ☐ Provide a color rendering of the design chosen. _____
- ☐ Include specifications as to the size and width of the sign. _____
- ☐ Note how and where the sign will be hung on the buildings. _____
- ☐ Submit a written estimate from (up to) (2) two sign companies. _____
- ☐ Include dimensions of sign and distance from pavement. _____ (above ground)
- ☐ Obtain a Sign Permit from the Office of Economic Development and Planning. _____
(once application is approved by Common Council)

Paint:

- ☐ Provide samples of the colors. _____
- ☐ Mark what color will be body color and which will be accent colors on rendering or drawing. _____
- ☐ Note where each color will be used on rendering or drawing. _____
- ☐ Submit a written estimate from (up to) (2) two paint companies. _____

Awnings:

- ☐ Provide information about color and style of awning chosen. _____
- ☐ Note where awning will be placed on the building. _____
- ☐ Include dimensions of awning and distance from pavement. _____
- ☐ Submit (up to) (2) two written estimates. _____
- ☐ Obtain Improvement location Permit (ILP) from the Office of Economic Development and Planning
(once application is approved by Common Council)

Façade Alteration:

- ☐ Provide a rendering of changes, (show existing facade features and proposed changes).
* Include paint and awning colors where applicable. _____
- ☐ Submit a written estimate from (up to) (2) two contractors. _____

Architectural Assistance:

- ☐ Written proposal from an accredited architect. _____
- ☐ Provide architectural drawings if proposal includes renderings as part of grant. _____

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

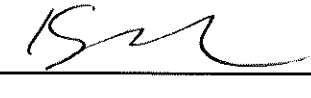
Kortney Sutton 

By: _____

Owner

5/10/24

Date

Kortney Sutton 

By: _____

Tenant

5/10/24

Date



a neighborly company

PRECISION DOOR SERVICE OF FORT WAYNE
4136 FOURIER DRIVE
FORT WAYNE, IN 46818
(260) 824-0000

Estimate 97254273
Job 97197137
Estimate Date 4/6/2026
Completed date
Technician Cody Martin
Customer PO

Billing address
Courtney Sutton
107 W Gale St
Angola, IN 46703 USA

Job Address
Courtney Sutton
107 W Gale St
Angola, IN 46703 USA

Description of Work

10x10 Precision Garage Door Model CHI Full View All the parts required for a new door from Precision

Task #	Description	Quantity	Your price	Your Total
1	Customer Install Requirements - Customer must have 7-8' of workspace inside garage clear for Installer. Customer must remove all cars from garage and driveway on day of Install.	1	\$0.00	\$0.00
2	Price is Valid for 7 days.	1	\$0.00	\$0.00
3	Estimated Delivery Time 5-7 weeks	1	\$0.00	\$0.00
4	Door Installation Fee	1	\$950.00	\$950.00
5	5 Year Warranty on Parts and Labor	1	\$0.00	\$0.00

Materials

Material	Description	Quantity	Your price	Your Total
Panel-Design	Panel Design full view	1	\$0.00	\$0.00
Door-Color	Door Color black	1	\$0.00	\$0.00
CHI Garage Door Model 3297	10x10 CHI Garage Door Model 3297 - 2" Full-View Aluminum Modern Glass Doors with Insulated Rails. All Powder coated Parts and Track Included	1	\$8,837.00	\$8,837.00

Sub-total \$9,787.00

TAX \$618.59

Total \$10,405.59

Est. Finance \$124.87

Balance Due \$10,405.59

Customer Authorization

I fully understand the explanation and the total price \$10,405.59 given to me. I understand the recommendation for servicing our door. I authorize Precision Garage Door Service of Fort Wayne to perform an initial door/service or repair estimate which will be presented to me in writing.

Sign Here

Date

