

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

Monday, August 3, 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 July 20 minutes. (attachment)

UNFINISHED BUSINESS

1. Public hearing regarding the proposed wastewater rates. Ordinance No. 1803-2026. AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND CHARGES TO BE COLLECTED BY THE CITY OF ANGOLA, INDIANA, FROM OWNERS OF PROPERTY SERVED BY THE SEWAGE TREATMENT WORKS OF THE CITY OF ANGOLA, INDIANA AND AMENDING THE ANGOLA MUNICIPAL CODE. (third reading) (attachment)
2. Ordinance No. 1804-2026. AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027. (third reading) (attachment)
3. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1805-2026. AN ORDINANCE AMENDING THE CITY OF ANGOLA DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) BY INCLUDING THE WRITTEN BOUNDARY DESCRIPTION. (first, second, and third reading) (attachment)
2. Request approval of the Agreement for Professional Services for GIS On-Call Services with Abonmarche in the amount of \$21,500. (attachment)
3. Set elected officials salaries for 2027. (attachment)
4. Reports:
 - Clerk-Treasurer

- Department Head
5. Request approval of the Allowance of Accounts Payable Vouchers 81069 through 81308 totaling \$1,179,499.11. (separate attachment)
 6. Other new business.

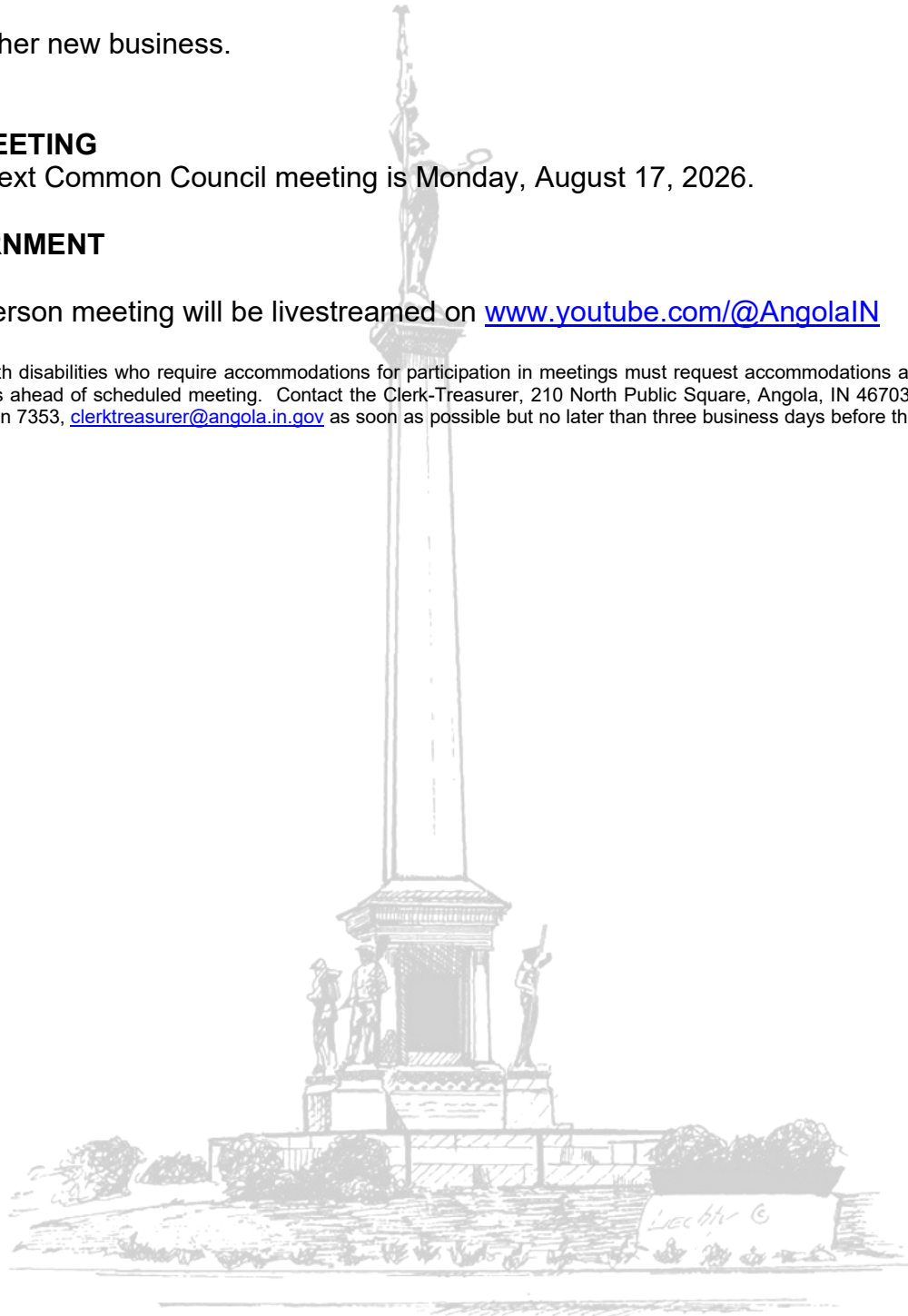
NEXT MEETING

The next Common Council meeting is Monday, August 17, 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.



July 20, 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, Charles P. Dowe, and Jerold D. McDermid answered roll. No Council Member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Fire Chief Bill Herter, Assistant Police Chief Darrin Taylor, Street Commissioner Chad Ritter, Wastewater Superintendent Jeff Gaff, and Human Resources Director Sue Essman.

APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the July 6, 2026, minutes. Council Member Dowe seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1803-2026, AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND CHARGES TO BE COLLECTED BY THE CITY OF ANGOLA, INDIANA, FROM OWNERS OF PROPERTY SERVED BY THE SEWAGE TREATMENT WORKS OF THE CITY OF ANGOLA, INDIANA, AND AMENDING THE ANGOLA MUNICIPAL CODE, 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 5-0.

Ordinance No. 1804-2026. AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027. was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Coffey seconded the motion. The motion carried 5-0.

NEW BUSINESS

Resolution No. 2026-902. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member Dowe seconded the motion. The motion carried 5-0.

Council Member Olson moved to approve the Engineering Services Agreement with Rowland Associates Inc. for the North Martha Street Improvement Project in the amount of \$44,200.00. Council Member Sharkey seconded the motion. The motion carried 5-0.

Council Member Dowe moved to approve the lien and utility bad debt report totaling \$1,461.21 for the twelve months ending 12/31/2025. Council Member McDermid seconded the motion. The motion carried 5-0.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 80874 through 81068 totaling \$1,137,521.41 which includes interfund transfers of \$118,436.00. Council Member Sharkey seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:19 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND CHARGES TO BE COLLECTED BY THE CITY OF ANGOLA, INDIANA, FROM OWNERS OF PROPERTY SERVED BY THE SEWAGE TREATMENT WORKS OF THE CITY OF ANGOLA, INDIANA AND AMENDING THE ANGOLA MUNICIPAL CODE

WHEREAS, the City of Angola (“City”) has heretofore constructed and has in operation a sewage treatment facility for the purpose of collecting and disposing in a sanitary manner the Sewage Works of the City;

WHEREAS, Indiana Code 36-9-23 provides that a municipal legislative body shall, by ordinance, establish just and equitable fees for the services rendered by the Sewage Works;

WHEREAS, the Common Council finds that, based upon the advice of its financial advisor, the existing rates and charges are insufficient to enable the City to properly operate and maintain its Sewage Treatment Works facility, pay debt service on its outstanding obligations, provide for necessary additions, improvements, and replacements to the system, and support the financing and repayment of current and future bond funded capital improvement projects necessary to maintain and enhance the wastewater utility system;

WHEREAS, the existing sewage rates and charges are set forth in Ordinance No. 1698-2022 adopted on June 22, 2022 and as codified in the Angola Municipal Code, Title 13 Public Services, Chapter 13.10 Sewer and the Common Council finds that it is necessary to amend such Ordinance No. 1698-2022;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA that the Angola Municipal Code, Title 13 Public Services, Chapter 13.10 Sewer, is amended as set forth below:

13.10.380 Sewer rate schedule.

Section 1. 13.10.380 Sewer rate schedule is amended to read as follows:

(A) (1) Rate. The Sewage rates and charges shall be based on the quantity of water used on or in the property or premises subject to such rates and charges as the same may be measured by the water meter there in use, except as otherwise provided in this chapter. Sewage service rates, based upon the amount of water used and the location of the user, shall be as follows:

<u>Location of User</u>	<u>Sewer Service Rate per 1,000 Gallons per Month</u>
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Within city corporate limits	\$11.52
Outside city corporate limits	\$12.55

* Users outside the city corporate limits shall be billed at 109 percent of the rate billed to users inside the city.

(2) Minimum Charge.

- (a) The minimum charge for sewage services where the user is a metered water consumer shall be based upon the size of the water connection and the location of the user and shall be as follows:

Within City Corporate Limits		
	Minimum	
	Gallons	
<u>Meter Size</u>	<u>Allowed</u>	<u>Sewer Minimum</u>
5/8" – 3/4"	2,000	\$23.04
1"	4,040	\$46.53
1 – 1/2"	10,540	\$121.40
2"	18,260	\$210.32
3"	213,470	\$2,458.74
4"	364,925	\$4,203.19
6"	749,370	\$8,631.21

Outside City Corporate Limits		
	Minimum	
	Gallons	
<u>Meter Size</u>	<u>Allowed</u>	<u>Sewer Minimum</u>
5/8" – 3/4"	2,000	\$25.11
1"	4,040	\$50.72
1 – 1/2"	10,540	\$132.33
2"	18,260	\$229.25
3"	213,470	\$2,680.02
4"	364,925	\$4,581.47
6"	749,370	\$9,408.01

(B) Users outside the city corporate limits shall be billed at 109 percent of the rate billed to users inside the city.

(C) Domestic Connection Charge.

- (1) The domestic connection charge shall be collected from each new customer

prior to connection to the Sewage Works system based on water service line size.

Year	3/4" – 1"	1 1/4" – 1 1/2"	2"	3"	4"	6"	8"
2026	\$1,106	\$5,530	\$8,848	\$16,590	\$27,650	\$55,300	\$88,480
2027	1,134	5,670	9,072	17,010	28,350	56,700	90,720
2028	1,162	5,810	9,296	17,430	29,050	58,100	92,960
2029	1,190	5,950	9,520	17,850	29,750	59,500	95,200
2030	1,204	6,020	9,632	18,060	30,100	60,200	96,320

(2) Authorization to Waive Charge. The Board of Public Works is authorized and empowered, in specific instances for such areas as cemeteries, golf courses, parks, and other situations where the public good would be served, to waive, modify or defer in whole or in part the connection charge.

(3) Receipt of Connection Charge. One hundred dollars of the connection charge shall be receipted to the wastewater operation and maintenance fund and used to properly operate and maintain the Sewage Treatment Works facility. Any connection charge balance shall be receipted to the wastewater improvement fund and used for additions, improvements, and extensions.

(4) Remonstrance Restriction. Any and all owners of real estate, persons or corporations, their or its survivors, heirs or assigns, who shall connect to the Sewage Works system, pursuant to this article, shall agree in writing prior to the connection to waive their rights to remonstrate against annexation by the city.

(5) Conflicting Provisions. All provisions of water and sewer main construction ordinances of the city shall remain in full force and effect and shall coexist with this article. New customers seeking service shall be charged the greater of the charges or fees. In addition, this article is exclusive of any private water and sewer line construction agreements.

(D) Unmetered Users.

(1) For users of the sewage works that are unmetered or accurate meter readings are not available, the monthly charge shall be determined by equivalent single-family dwelling units; except as herein provided. The schedule on which said rates and charges shall be determined is as follows;

	Rate (per month) (Within City Corporate Limits)	Rate (per month) (Outside Corporate City Limits)
Single family residential unit	\$48.84	\$52.23

Section 2. 13.10.420 Surcharge provisions are amended to read as follows:

(A) Surcharge Based on Waste Concentration. Each industrial user who discharges industrial wastes into the public sewers shall be subject to a surcharge, in addition to the regular sewerage service charge, based on both the biochemical oxygen demand (or on the chemical oxygen demand where CBOD cannot be determined) and the suspended solids content of the wastes, if these wastes have a concentration greater than the following:

- (1) A carbonaceous biochemical oxygen demand (CBOD) in excess of 200 mg/L; or where CBOD cannot be determined, then, in lieu of CBOD, a chemical oxygen demand (COD) in excess of 400 mg/L;
- (2) A total suspended solids (TSS) in excess of 250 mg/L;
- (3) Phosphorous in excess of 10 mg/L;
- (4) Ammonia in excess of 20 mg/L.

(B) Surcharge – Computation. The surcharge shall be determined as follows:

- (1) The excess pounds of BOD, COD, phosphorous, TSS and ammonia will be computed by multiplying the customer's billing sewage volume, measured in units of 100 cubic feet for the current billing period, by the factor of 0.0062321, and multiplying that product by the difference between the concentration, measured in milligrams per liter, of the CBOD (or COD), phosphorous, TSS, and ammonia respectively in the customer's sewage and the allowed constituent.
- (2) The allowed constituent will be determined by multiplying the excess pounds of each constituent by the rate of surcharge set out in subsection (C) of this section.

(B) (C) Surcharge – Rate. The rate of surcharge for each constituent shall be as follows:

- (1) For carbonaceous biochemical oxygen demand (CBOD), \$0.14 per pound;
- (2) For chemical oxygen demand (COD) where CBOD cannot be determined, \$0.14 per pound;
- (3) For total suspended solids, \$0.14 per pound;
- (4) For phosphorous, \$4.42 per pound;
- (5) For ammonia, \$0.43 per pound;

(D) Surcharge – Review. As appropriate, the city shall evaluate the treatment costs for removing CBOD, COD, TSS, phosphorous and ammonia from the wastewater treatment plant in order that the Board of Public Works may determine whether the current rates or surcharges charged for excess pollutant loading charges to industrial users are adequate or should be changed.

Section 3. 13.10.450 Waste haulers is amended to read as follows:

(A) The Wastewater Superintendent may accept waste from commercial waste haulers including port-a-john waste, septic tank waste, car-wash grit and sediment, and other waste deemed appropriate by the Superintendent, for disposal by the city wastewater treatment facilities. The Superintendent, or his or her designees, shall not accept any material outside the pH range of 6.0 and 9.0 or any material that he reasonably believes to be hazardous chemicals, oil, grease, or any material potentially harmful to the treatment plant.

(B) The rate charged to persons or entities whose waste is accepted for disposal shall be \$0.11 per gallon.

(C) The Superintendent is authorized to establish the forms, policy, and procedure to implement this section.

Section 4. Effective Date

This ordinance shall become effective upon 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 _____ 2026 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

ORDINANCE NO. 1803 -2026

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. 1804-2026

**AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS,
DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND
FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2027**

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

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

WHEREAS, funding is available, and the Common Council wishes to increase compensation of said appointed officers, deputies, other employees, police and firefighters for the year 2027;

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

Section 1. From and after December 20, 2026 and continuing through December 18, 2027 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

Office of the Clerk-Treasurer

Deputy Clerk	27.52 -	36.68hourly
Deputy Payroll Clerk	25.65-	34.20 hourly
Deputy Utility Clerk	24.72-	31.72 hourly

Office of the Mayor

Board of Public Works & Safety Member		820.00 quarterly
Human Resource Director	2,448.35-	3,264.46biweekly
Administrative Assistant	24.72 -	31.72 hourly

Economic Development & Planning Department

Economic Development & Planning Director	2,448.35 -	3,264.46 biweekly
Planner	27.52 -	35.48 hourly
Community Coordinator	23.79 -	32.00 hourly

Information Technology Department

Systems Administrator	2,625.95-	3,501.25 biweekly
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Law Department

City Attorney	1,838.35 -	2,451.14 biweekly
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ORDINANCE NO. 1804-2026*Engineering Department*

City Engineer	3,677.88 -	4,903.83 biweekly
Engineering Assistant	33.46-	44.63 hourly
MS4/Engineering Assistant	28.15-	37.54 hourly
Project Coordinator	28.15-	37.54 hourly

Building & Safety Department

Building Commissioner	2,448.35 -	3,264.46 biweekly
PT Code Enforcement	16.00 -	24.00 hourly

Fire Department

Fire Chief	2,625.81-	3,501.07 biweekly
Division Training Chief	2,372.12	3,169.24 biweekly
Battalion Chief	2,222.53-	2,969.36 biweekly
Captain	2,102.79-	2,803.97 biweekly
First Class Firefighter	1,972.13-	2,629.50 biweekly
Firefighter	1,779.76-	2,373.01 biweekly
PT Firefighter	16.00 -	24.00 hourly

Police Department

Chief of Police	2,625.81-	3,501.07 biweekly
Assistant Chief of Police	2,483.29 -	3,344.16 biweekly
Sergeant	2,275.05 -	3,094.07 biweekly
Detective	2,231.39 -	3,034.70 biweekly
First Class Patrol Officer	2,102.97 -	2,860.05 biweekly
Patrol Officer	1,788.05. -	2,631.50 biweekly
Dispatcher	22.76-	30.34 hourly
PT Patrol Officer		26.00 hourly
PT Dispatcher	18.00-	25.00 hourly
PT School Crossing Guard		22.00 shift (am/pm)

Street Department

Street Commissioner	2,448.35-	3,264.46 biweekly
Assistant Street Commissioner	26.21 -	34.95 hourly
Maintenance	24.14-	32.46 hourly
Clerk/Maintenance	24.14-	32.46 hourly

Parks & Recreation Department

Park Superintendent	2,448.35-	3,264.46 biweekly
Assistant Park Superintendent	26.21-	34.95 hourly
Maintenance	24.13 -	32.46 hourly
Events and Marketing Coordinator	23.79-	32.00 hourly
PT Recreation Staff	16.00 -	24.00 hourly

ORDINANCE NO. 1804-2026

Water Department

Water Superintendent	2,621.82-	3,495.76 biweekly
Assistant Water Superintendent	28.60-	38.12 hourly
Certified Operator	25.70-	34.26 hourly
Operator	23.05 -	30.73 hourly

Wastewater Department

Wastewater Superintendent	2,621.82-	3,495.76 biweekly
Assistant Wastewater Superintendent	28.60-	38.12 hourly
Lab Technician/Pretreatment Coordinator	26.72 -	35.62 hourly
Certified Operator	25.70 -	34.26 hourly
Operator	23.05-	30.73 hourly

Any Department

PT Assistant	16.00 -	24.00 hourly
PT Clerk	16.00 -	24.00 hourly
PT Operator	16.00 -	24.00 hourly
PT Maintenance	16.00 -	24.00 hourly
PT Seasonal Maintenance	16.00 -	24.00 hourly
Intern	0.00 -	24.00 hourly

Section 2. New and incumbent employees.

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

Section 3. Compensation adjustments.

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

ORDINANCE NO. 1804-2026

Section 4. Fire department.

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

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

- (B) The hourly rate of firefighters who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall
- (1) receive hourly rate based on 2,756 hours per salary ordinance year (13 28-day work periods times 212 hours); and
 - (2) receive overtime for all hours worked over 212 hours in a 28-day work period.
- (B) Compensation for full-time fire department firefighters will be as follows:
- (1) Firefighter (without minimum certifications*) - beginning with the hire date and continuing through the second year of continuous service with the Angola Fire Department. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.
 - (2) First Class Firefighter (with minimum certifications *) - beginning with the hire date. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.
- * Minimum Certifications: Firefighter I and II and EMT, NIMS 100,200,700&800, HazMat Operations, Hazmat Technician.

Section 5. Police department.

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

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

- (B) Full-time, non-exempt officers shall receive shift differential pay whose regular shift assignment is B or C shift of \$2,000 per year. Bi-weekly salary will be adjusted to reflect the shift differential. In the case of a mid-year shift reassignment, bi-weekly salary will be adjusted accordingly, beginning the first Sunday following reassignment. Shift differential will not apply in case of sporadic or temporary shift changes.
- (C) The hourly rate of police officers who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall
- (1) receive hourly rate for all hours over and above scheduled hours. Hourly rate is based on 2,223 hours per salary ordinance year (13 28-day work periods times 171 hours); and
 - (2) receive overtime for all hours worked over 171 hours in a 28-day work period.
- (D) Compensation for full-time police department officers will be as follows:
- (1) Patrol Officer – beginning with the hire date and continuing through the second year of continuous service with the Angola Police Department.
 - (3) First Class Patrol Officer – beginning with the third year of continuous service with the Angola Police Department.
 - (4) After completion of one year of continuous service as Patrol Officer, the Chief of Police may recommend First Class Patrol Officer status for an officer who has had previous full-time police experience of at least two years, has successfully completed the Indiana Law Enforcement Academy, and has displayed a level of performance with the department, which would warrant consideration. Such recommendation shall be carefully considered and must receive approval from the Office of the Mayor.
- (E) Upon the award of a federal or state grant for additional policing activities, police department officers who are voluntarily working additional policing activities during off-duty hours shall receive the hourly rate specified by the grant. If no hourly rate is specified by the grant, the officer shall be paid their hourly rate.
- (1) The term “Traffic Safety Education and Enforcement” includes activities with a primary purpose of educating the motoring

ORDINANCE NO. 1804-2026

public, bicyclists, and pedestrians, and enforcement of State Traffic Laws pertaining to them and their safety on all applicable thoroughfares

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

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

Section 6. Effective date.

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

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

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 August 2026.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1804-2026

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

David B. Martin, Mayor

**AN ORDINANCE AMENDING THE CITY OF ANGOLA
DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) BY
INCLUDING THE WRITTEN BOUNDARY DESCRIPTION**

BE IT ORDAINED by the Common Council of the City of Angola, Indiana that Ordinance 1800-2026, approved on the 2nd day of June 2026, is hereby amended by the text of existing provisions in this style type, additions in **this style type**, and deletions ~~this style type~~:

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," **with the Boundary Description designated as Exhibit "B."** ~~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 and Boundary Description of the City of Angola Downtown Designated Outdoor Refreshment Area attached hereto as Exhibit "A" **and Exhibit "B" respectively**, ~~incorporated herein by reference.~~

ORDINANCE NO. 1805-2026

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

Exhibit A
City of Angola Downtown Outdoor Refreshment Area (DORA) Map

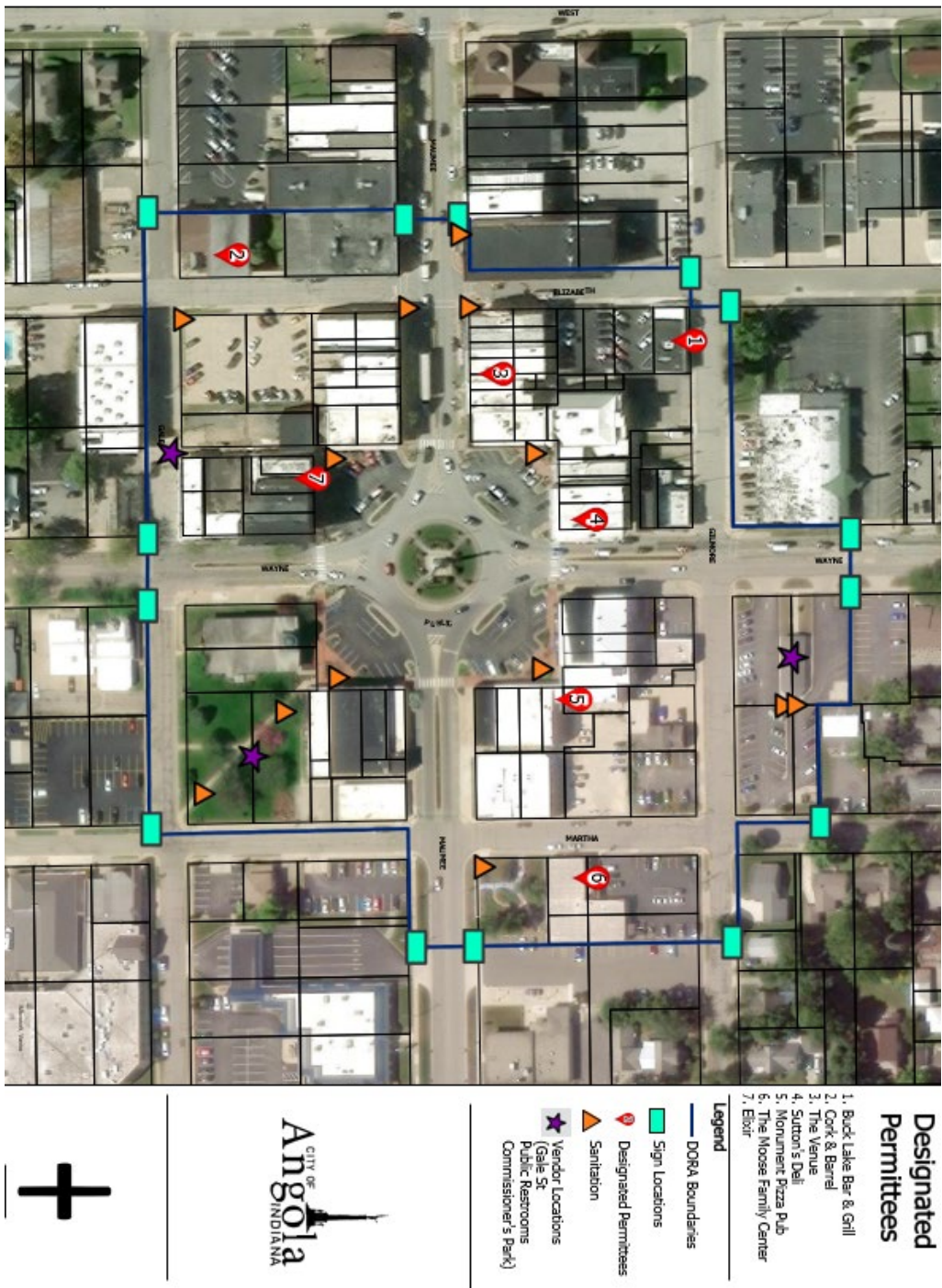


Exhibit B

City of Angola Downtown Outdoor Refreshment Area (DORA) Boundary Description

The City of Angola Downtown Outdoor Refreshment Area (DORA) encompasses the downtown commercial district surrounding the Public Square and Monument Circle.

Beginning at North Wayne Street, the boundary extends north to West Gilmore Street, then proceeds west to the intersection of West Gilmore Street and North Elizabeth Street. The boundary then follows East Gilmore Street eastward to the intersection of East Gilmore Street and South Martha Street.

From there, the boundary extends south along South Martha Street to East Maumee Street, continuing south on South Martha Street to the intersection of East Gale Street. The boundary then proceeds west along East Gale Street, continuing across to West Gale Street.

The boundary continues northwesterly along West Maumee Street, extending to include properties up to and ending immediately west of Then & Now Antiques. From that point, the boundary returns north to North Wayne Street, enclosing the downtown district surrounding Monument Circle.

General Boundary Streets Include:

- **North Wayne Street**
- **West Gilmore Street**
- **North Elizabeth Street**
- **East Gilmore Street**
- **South Martha Street**
- **East Maumee Street**
- **East Gale Street**
- **West Gale Street**
- **West Maumee Street**
- **Then & Now Antiques (western terminus)**

Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement



PROPOSAL FOR PROFESSIONAL SERVICES
GIS ON-CALL SERVICES

Prepared for

CITY OF ANGOLA ENGINEERING DEPARTMENT

Amanda Cope, PE, City Engineer

210 N. Public Square

Angola, IN 46703

July 25, 2026

July 25, 2026

Amanda Cope, PE, City Engineer
City of Angola Engineering Department
210 N. Public Square
Angola, IN 46703

RE: Proposal for Professional Services — GIS On-Call Services

Ms. Cope:

AXEA, Powered by Abonmarche, is pleased to present this proposal to provide professional services for the project referenced above. This proposal outlines GIS consulting and technical support services to the City of Angola in the form of ongoing, on-call GIS assistance including data management, application development, system administration, training, and strategic planning.

Our team brings comprehensive experience in deploying and maintaining GIS solutions for local government organizations across Indiana and Michigan. We understand that effective GIS operations require not only technical expertise but also responsiveness, adaptability, and a deep understanding of how GIS supports day-to-day government functions. This proposal reflects that understanding and provides a flexible, task-order-based approach to ensure the City of Angola receives timely, high-quality GIS support.

Sincerely,

AXEA | Abonmarche Consultants, Inc.

Jeffrey Weaver

GISP, Director of Digital Solutions

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1. PROJECT UNDERSTANDING

The City of Angola maintains a Geographic Information System (GIS) that supports data management, spatial analysis, and day-to-day operations across multiple departments. The GIS environment serves as a critical platform for internal applications, public-facing maps, data sharing, and integrations with third-party systems.

The purpose of this project is to provide the City of Angola with ongoing, on-call GIS professional services to support the continued operation, enhancement, and expansion of their GIS capabilities. Services provided under this agreement include project management, system administration, application development and maintenance, data management, quality assurance, and training.

We have tailored our scope of services pursuant to our discussions with staff and our understanding of the services generally necessary to support the tasks outlined by your team. We have assigned Jeffrey Weaver, GISP to serve as the project manager for this project and to ensure the services are efficiently delivered and the goals of the City of Angola are met.

The overall intent of this agreement is to provide the City of Angola with responsive, expert GIS support on an as-needed basis, ensuring continuity of GIS operations and enabling the organization to leverage GIS technology to support better decision-making.

2. SCOPE OF SERVICES

The following tasks comprise the scope of professional services to be provided by Axea for this project. Each task includes a description of activities, responsible parties, and specific deliverables. Services will be performed on a task-order basis as directed by the City of Angola.

Task 1: Project Management

Project management includes project staffing, budget, and schedule management over the full duration of this contract. Axea will provide a dedicated project manager who will serve as the primary point of contact for all project communications, coordination, and status reporting.

1.1 Kickoff Meeting

A one-hour kickoff meeting will be scheduled with the City of Angola and Axea staff to review the following:

- Project intent and objectives
- Scope of services and task breakdown
- Project schedule and anticipated milestones
- Project contacts and communication protocols
- Site access requirements and VPN/remote access setup
- Invoicing procedures and payment terms

1.2 Status Reporting and Communication

Axea will keep the City of Angola informed of project status through regular Microsoft Teams calls as needed. These calls will cover progress on active tasks, upcoming activities, any blockers or risks, and action items. Meeting notes will be generated and distributed within 24 hours.

1.3 Project Management Platform

All meeting notes, documentation, task tracking, and schedules will be shared with the City of Angola through a dedicated Microsoft Teams site. This site will serve as the central repository for all project artifacts throughout the engagement.

Deliverables:

- One-hour kickoff meeting
- Regular Microsoft Teams status update meetings as needed
- Microsoft Teams project management platform with shared document library
- Meeting notes for all project meetings

Task 2: GIS On-Call Services

AXEA will provide ongoing support, guidance, and technical assistance on GIS-related activities as directed by the City of Angola. On-call services are designed to be flexible and responsive to the evolving needs of the organization. Examples of on-call activities include but are not limited to:

2.1 System Administration and Support

- ArcGIS Enterprise and/or ArcGIS Online administration and configuration
- User account management, licensing, and role assignments
- Service health monitoring, performance tuning, and troubleshooting
- Database administration including geodatabase compression, backup verification, and maintenance
- Software patching, upgrades, and version migration planning
- SSL/TLS certificate management and renewal

2.2 Web Service Management

- Publishing, updating, and managing web services (map services, feature services, image services)
- Service performance optimization (caching, instance management, query tuning)
- URL management and endpoint configuration
- Service monitoring and error resolution

2.3 Technical Consultation

- GIS strategic planning and technology roadmap development
- Architecture review and recommendations for GIS infrastructure
- Evaluation of new Esri products, tools, and capabilities
- Third-party system integration consultation (e.g., asset management, permitting, CAMA)
- Workflow analysis and process improvement recommendations

2.4 Problems and Resolution (PAR) Support

- Issue triage and root cause analysis for GIS system problems
- Tracking and resolution of reported GIS issues through a PAR database
- Documentation of problems, resolutions, and preventative measures

2.5 Application Development

- Development of new web applications using ArcGIS Experience Builder
- Creation of dashboards for data visualization and operational monitoring
- Development of field data collection applications using ArcGIS Field Maps
- Configuration of ArcGIS StoryMaps for public engagement and reporting
- Custom widget and template development as needed

2.6 Application Migration and Modernization

- Migration of legacy Web AppBuilder applications to ArcGIS Experience Builder
- Migration of Collector applications to ArcGIS Field Maps
- Transition of ArcGIS Online content to ArcGIS Enterprise (or vice versa) as applicable
- URL redirection and application endpoint updates following migrations

2.7 Application Maintenance

- Ongoing updates to existing web maps, applications, and dashboards
- Bug fixes, feature enhancements, and usability improvements
- Symbolology, labeling, pop-up, and feature template updates
- Review and optimization of application performance

2.8 Data Maintenance

- As-built review and updates to GIS data layers
- Data entry, editing, and attribute updates as directed
- Geodatabase schema updates and domain management
- Coordinate system and projection management

2.9 Data Quality Assurance

- Topology validation and error correction
- Attribute accuracy verification and standardization
- Duplicate feature identification and resolution
- Metadata creation and maintenance

2.10 Data Integration

- Import and integration of data from external sources (CAD, spreadsheets, GPS, surveys)
- Data sharing configuration between departments and external agencies
- Automated data update workflows using Python and ArcGIS API

2.11 Easement Layer Development

The City of Angola has approximately 600 easements that are documented in recorded instruments but have not yet been created in GIS. As a potential service under this agreement, Axea will create a dedicated easement layer in the City's GIS and populate it with these documented easements. Activities include:

- Design and creation of an easement feature class with an appropriate schema (easement type, purpose, grantor/grantee, recording information, and source document reference)
- Digitization of approximately 600 documented easements from recorded documents, plats, surveys, and legal descriptions
- Linking of easement features to source documentation for convenient reference

- Quality assurance review of digitized easements for spatial and attribute accuracy

2.12 User Training

- Training on ArcGIS Field Maps for field data collection
- Training on ArcGIS Online and/or Portal for ArcGIS web map authoring
- Training on ArcGIS Experience Builder for application development
- Training on dashboard creation and management
- General GIS workflow training as identified by the City of Angola

2.13 Documentation

- Development of Standard Operating Procedures (SOPs) for GIS workflows
- Quick-reference guides for common GIS tasks
- System documentation for GIS infrastructure and configurations

Deliverables:

- Ongoing on-call GIS technical support
- PAR database for issue tracking and resolution
- Service health and performance reports as applicable
- Work products from on-call activities (applications, data updates, easement layer, training materials, SOPs) as directed through task orders

3. OVERALL DELIVERABLES SUMMARY

Task	Deliverable	Format
1	Kickoff meeting (1 hour)	Meeting
1	Regular Teams status update meetings	Meeting
1	Microsoft Teams project management platform	Teams Site
1	Meeting notes for all project meetings	Document
2	Ongoing on-call GIS technical support	Services
2	PAR database for issue tracking	Database
2	Service health and performance reports	Document
2	On-call work products as directed through task orders	Various

4. PROJECT SCHEDULE

AXEA is prepared to begin work immediately upon receipt of written authorization to proceed. This contract will begin with a kickoff meeting upon authorization from the City of Angola and shall remain in effect through December 31, 2026, unless work is completed sooner or the contract is extended by mutual agreement.

Services will be performed on a task-order basis as directed by the City of Angola. Axea will provide estimated hours and timelines for individual task orders prior to commencing work.

Task	Description	Duration	Dependencies
1	Project Management	Ongoing	None
2	GIS On-Call Services	As Directed	Task 1 Kickoff

Work on this project is expected to be completed by Axea no later than December 31, 2026.

5. ASSUMPTIONS

1. Meetings will be held remotely, whenever possible, via the use of Microsoft Teams. Onsite meetings will be scheduled as needed and mutually agreed upon.
2. The City of Angola will provide AXEA with remote access (VPN or equivalent) to all necessary servers and software environments.
3. The City of Angola will provide AXEA with all necessary Esri licenses and user accounts required to perform the services described herein.
4. The City of Angola will provide AXEA with IT-related support including service account access, domain/subnet integration, DNS configuration, firewall rule changes, and general troubleshooting assistance as needed.
5. The City of Angola will assign a technical point of contact who can participate in scheduled meetings and provide direction on task priorities.
6. The City of Angola will provide AXEA electronic or paper copies of available reports, data, records, and other information necessary to complete assigned tasks.
7. Services will be performed on a task-order basis. AXEA will provide estimated hours and timelines for individual task orders prior to commencing work.
8. Tasks and priorities will be directed by the City of Angola within the approved budget. the City of Angola will direct all tasks as budget permits.
9. AXEA will notify the City of Angola when 75% of the contracted budget has been expended and will not exceed the contract amount without prior written authorization.

6. EXCLUSIONS

- Procurement of server hardware, virtual machine infrastructure, or cloud hosting services
- Procurement of Esri software licenses or license renewals
- SQL Server installation, licensing, or database platform upgrades
- Network infrastructure changes (firewalls, load balancers, DNS) beyond providing specifications to the City of Angola IT
- Custom application development beyond the Esri platform (e.g., custom web applications, mobile apps, APIs)
- Data creation from scratch, field survey data collection, or LiDAR/aerial imagery acquisition
- Third-party software integration development or troubleshooting (e.g., CAMA, asset management, permitting systems) beyond consultation
- Ongoing 24/7 system monitoring or help desk support
- Any services not specifically described in this scope of work or authorized through a task order

7. FEES FOR SERVICES

AXEA shall receive, as payment for the work performed under this contract, an amount not to exceed the total shown below for all tasks, unless a supplement is executed by the parties, which increases the maximum amount payable. Payment will be made based on the number of hours worked on a monthly basis.

Task	Not-to-Exceed Fee
GIS On-Call Services (Tasks 1-2, task-order basis)	\$21,500
TOTAL NOT TO EXCEED	\$21,500

8. STANDARD HOURLY RATES

The following standard hourly rates are effective as of March 1, 2026. Rates are subject to change annually.

Classification	Hourly Rate
Engineering	
Firm Principal	\$230-260
Senior Project Engineer / Manager / Group Director	\$210-230
Project Engineer / Project Manager	\$100-210
Staff Engineer	\$100-135
Landscape Architect	\$115-150
CADD Technician	\$95-125
Senior Construction Technician / Construction Technician / Office Technician	\$75-110
Electrical Engineer	\$105-175
Mechanical Engineer	\$110-190
Structural Engineer	\$105-210
Senior Urban Planner	\$135-145
Urban Planner	\$105-150
Engineering Intern	\$60-75
Architecture	
Lead Architect	\$190-210
Senior Licensed Architect / Project Manager	\$150-190
Project Architect / Project Manager	\$140-175
Architectural Draftsman / Designer	\$110-150
Interior Designer	\$100-125
Architectural Intern	\$75-100
Surveying	
Senior Surveyor / Project Manager / Group Director	\$150-165
Project Surveyor	\$135
Survey Crew Manager	\$135

Classification	Hourly Rate
Survey Crew Chief	\$85-135
Survey Technician	\$72-100
CADD Technician	\$95-125
Digital Services	
Group Director	\$230
GIS Specialist / Analyst	\$90-145
Auxiliary Services	
IT Support Technician / Manager	\$125-230
Administrative / Executive Assistant / Graphic Designer / Grant Specialist	\$75-110
Development Services Professionals	\$75-210

9. AUTHORIZATION

This proposal is valid for 90 days from the date of issuance. Acceptance of this proposal and authorization to proceed shall be indicated by the signature of an authorized representative of the City of Angola below.

**AXEA | ABONMARCHE
CONSULTANTS, INC.**

Signature

Printed Name and Title

Date

CITY OF ANGOLA

Signature

Printed Name and Title

Date

City of Angola
Elected Officials Salary Comparison by Year

<u>Year</u>	<u>Council</u>	<u>%/\$</u>	<u>Mayor*</u>	<u>%/\$</u>	<u>CT</u>	<u>%/\$</u>
2027						
2026	\$ 6,800	0.00%	\$ 82,749	2.81%	\$ 87,118	4.00%
2025	\$ 6,800	0.00%	\$ 80,488	3.65%	\$ 83,768	3.50%
2024**	\$ 6,800	0.00%	\$ 77,655	4.20%	\$ 80,935	4.00%
2023**	\$ 6,800	0.00%	\$ 74,524	5.21%	\$ 77,822	5.00%
2022**	\$ 6,800	4.62%	\$ 70,836	5.20%	\$ 74,116	5.00%
2021**	\$ 6,500	0.00%	\$ 67,337	2.10%	\$ 70,587	2.00%
2020**	\$ 6,500	0.00%	\$ 65,953	1.05%	\$ 69,203	1.00%
2019	\$ 6,500	0.00%	\$ 65,268	8.37%	\$ 68,518	2.70%
2018	\$ 6,500	14.00%	\$ 60,228	1.69%	\$ 66,689	1.50%
2017	\$ 5,695	0.00%	\$ 59,228	2.50%	\$ 65,689	2.50%
2016	\$ 5,695	2.00%	\$ 57,783	2.00%	\$ 64,087	2.00%
2015	\$ 5,583	0.00%	\$ 56,650	3.00%	\$ 62,830	3.00%

* Does not include Board of Public Works & Safety salary \$3,280

** Compensation for two or more professional certifications

2027 Department Head Salaries:

EDP Director	\$84,876	
Systems Administrator	\$91,033	
City Attorney	\$63,730	
City Engineer	\$127,500	
Building Commissioner	\$84,876	
Fire Chief	\$91,028	does not include longevity
Chief of Police	\$91,028	does not include longevity
Street Commissioner	\$84,876	
Park Superintendent	\$84,876	
Water Superintendent	\$90,890	
Wastewater Superintendent	\$90,890	