

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

Monday, December 18, 2023 – 7:00 p.m.

CALL TO ORDER BY MAYOR HICKMAN

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

Crum _____ Olson _____ Armstrong _____ Martin _____ McDermid _____

2. Remarks by Mayor Hickman
3. Request approval of the December 4 minutes. (attachment)
 - Minutes of the November 6 Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1745-2023. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1500 N Wayne) (second and third reading) (attachment)
2. Ordinance No. 1746-2023. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA UNIFIED DEVELOPMENT ORDINANCE BY ADDING PROVISIONS THERETO AND DELETING PROVISIONS THEREOF. (second and third reading) (attachment)
3. Ordinance No. 1747-2023. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT. (second and third reading) (attachment)

NEW BUSINESS

1. Ordinance No. 1748-2023. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024 (correct street and park maintenance) (first second and third reading) (attachment)

2. Public hearing regarding the proposed application to the Indiana Department of Community and Rural Affairs for a grant from the State Community Block Grant (CDBG) Wastewater/Drinking Water Program. Resolution No. 2023-861. RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA AUTHORIZING THE SUBMITTAL OF THE WASTEWATER PROJECT APPLICATION TO THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS AND ADDRESSING RELATED MATTERS. (attachment)
3. Resolution No. 2023-862. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, AMENDING RESOLUTION 2019-766 TO REMOVE ANY LIMIT ON THE AMOUNT OF THE DEDUCTION SET THEREBY FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT. (attachment)
4. Resolution No. 2023-863. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL, PARKS AND RECREATION OPERATING, AND FIRE OPERATING FUNDS AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (attachment)
5. Open Quotes for the Sanitary Sewer Rehab Project.
6. Request approval of the 2024 Fire Protection Agreement with Jackson Township in the amount of \$5,500. (attachment)
7. Request approval of the terms of the Memorandum of Understanding which would allow Steuben County Government to sign an agreement with HWC Engineering for an adaptive re-use study for the Steuben County Historic Courthouse in which the City of Angola contributes \$15,000. (attachment)
8. Request approval of the Memorandum of Understanding with the St. Joseph River Basin Commission to facilitate the installation and operation of water monitoring sensors within the watershed. (attachment)
9. Request Common Council reappointment of Mark A. Cowen and Charles P. Dowe to the Redevelopment Commission for the year 2024.
10. Mayoral department head appointments for 2024:

Building Commissioner	Scott L. Lehman
Chief of Police	Kenneth L. Whitmire
City Attorney	Kim E. Shoup
City Engineer	Amanda R. Cope
Economic Development and Planning Director	Jennifer M. Barclay
Fire Chief	Doug L. Call
Park Superintendent	Matthew J. Hanna
Street Commissioner	Chad F. Ritter

Systems Administrator
Water Superintendent
Wastewater Superintendent

Mark Marple
Thomas H. Sleman
Jeffrey S. Gaff

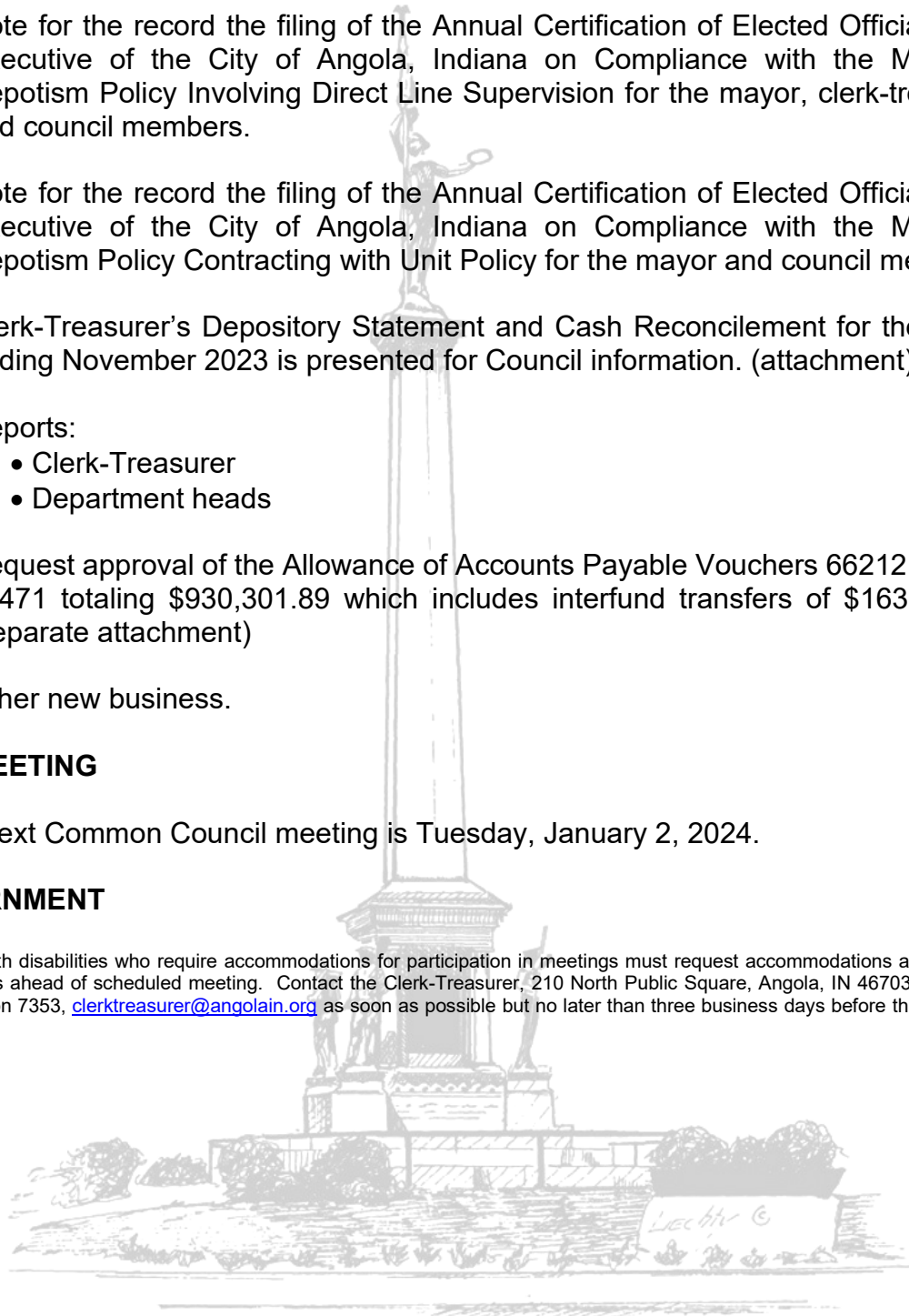
11. Note for the record the filing of the Annual Certification of Elected Official to the Executive of the City of Angola, Indiana on Compliance with the Municipal Nepotism Policy Involving Direct Line Supervision for the mayor, clerk-treasurer, and council members.
12. Note for the record the filing of the Annual Certification of Elected Official to the Executive of the City of Angola, Indiana on Compliance with the Municipal Nepotism Policy Contracting with Unit Policy for the mayor and council members.
13. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending November 2023 is presented for Council information. (attachment)
14. Reports:
 - Clerk-Treasurer
 - Department heads
15. Request approval of the Allowance of Accounts Payable Vouchers 66212 through 66471 totaling \$930,301.89 which includes interfund transfers of \$163,850.22. (separate attachment)
16. Other new business.

NEXT MEETING

The next Common Council meeting is Tuesday, January 2, 2024.

ADJOURNMENT

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



December 4, 2023

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid answered roll. No council member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Jennifer Barclay, Fire Chief Doug Call, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, Patrol Officer Allie Curdes, Community Coordinator Mackenzie Bird, and Assistant Street Maintenance Employee Scott Stevens

Also, among those present were Randy Coffey, David Roe, Jennifer Sharkey, Ken Wilson, Kelly Lynch, Crystal Church-Stavitzke, Amber Bassett, and Lynn Thompson of the Herald-Republican.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the November 20, 2023 minutes. Council Member Crum seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

The public hearing regarding the proposed additional appropriation to the Park Nonreverting Capital Fund was opened by Mayor Hickman at 7:01 p.m. There being no public comment the hearing was considered closed at 7:01 p.m. Ordinance No. 1744-2023, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA PARK NONREVERTING CAPITAL FUND, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Crum seconded the motion. The motion carried 5-0. Ordinance No. 1744-2023, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA PARK NONREVERTING CAPITAL FUND, was then read by title and presented to Council on third and final reading. Council Member Crum moved to approve. Council Member Olson seconded the motion. The motion to approve on third and final reading carried 5-0.

NEW BUSINESS

Ordinance No. 1745-2023, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1500 N Wayne), was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

Resolution No. 2023-859, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA ADOPTING THE DOWNTOWN ANGOLA MASTER PLAN, was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member McDermid seconded the motion. Economic Development and Planning Director Barclay presented regarding what is included in the master plan and the process of developing it. The motion carried 5-0

Ordinance No 1746-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA UNIFIED DEVELOPMENT ORDINANCE BY ADDING PROVISIONS THERETO AND DELETING PROVISIONS THEREOF, was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. Amber Bassett presented and explained the changes that were included in this UDO update. Member Olson asked about the effect on and enforcement of drainage issues in developments. Discussion followed. motion carried 5-0.

Ordinance No. 1747-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT. was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

Resolution No 2023-860, 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 first reading. Council Member Crum moved to approve. Council Member Armstrong seconded the motion. The motion carried 5-0.

Crystal Church-Stavitzke and City of Angola Community Coordinator Mackenzie Bird presented and update on Angola Mainstreet. The presentation included a recap of what the organization accomplished in the past year and plans for 2024.

DEPARTMENT HEAD REPORTS

Clerk-Treasurer Herbert reported that the city had received its 1782 notice from the Department of Local Government Finance this past week. The city's 2024 budget and tax rates have been approved.

Economic Development and Planning Director Barclay thanked everyone for their help with the wagon rides and Santa's arrival downtown. Also, as part of the master plan and working with Angola Mainstreet there are currently discussions going on about the courthouse. We are working on a collaboration with other organizations on the next steps for the future of the building.

Street Commissioner reported that he has looked into the issue raised last council meeting about the East Maumee streetlights that have turned purple. We are looking at changing out the heads on the lights at a total cost of around \$3,600 which should solve the problem.

City Engineer Cope reported the issue had been raised about the lack of lighting on Water Street. This is mostly a problem when kids are walking to school in the morning. We are looking into having a light placed at the electric pole on the corner of Water and John Streets. This should fix the problem. If not there is the possibility of discussing with MSD of Steuben County about placing lights on their poles at the ballparks. Cope also reported that she reached out to INDOT about the concern raised about the speed limit outside of the new Eastland Crossing addition, and they do not see the need to make any changes at this time.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Armstrong moved to approve the Allowance of Accounts Payable Vouchers 66006 through 66211 totaling \$859,990.04. Member McDermid seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:55 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

NOVEMBER 6, 2023

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:00 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Jennifer Barclay, Chief of Police Ken Whitmire, Fire Chief Doug Call, Street Commissioner Chad Ritter, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Deputy Clerk Stephanie Dean, and Street Maintenance Employee Scott Stevens.

Also, among those present were Jim Mutton, Randy Coffey, David Roe, Jennifer Sharkey, and Beth Swary of WLKI.

APPROVAL OF MINUTES

Member Olson moved to approve the September 5, 2023 Minutes. Member Martin seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member Martin moved to approve The Stormwater Management/ BMP Facilities Agreement with BMW Kar Wash Inc., DBA Jax Kar Wash for property located at 100 Hoosier Dr. Member Olson seconded the motion. The motion carried 3-0.

Member Martin moved to approve The Stormwater Management/ BMP Facilities Agreement with Jhlo Ventures for property located at 701 N Wayne St. Member Olson seconded the motion. The motion carried 3-0.

Member Martin moved to approve the Uniform Conflict of Interest Disclosure Statement for Hillary Cope. Member Olson seconded the motion. The motion carried 3-0.

Member Martin moved to approve the Easement Encroachment Agreement with CD PS Angola, LLC for property located at 140 Eyster Dr. Member Olson seconded the motion. The motion carried 3-0.

Member Olson moved to approve the Angola Stormwater Grant Program. Member Martin seconded the motion. Discussion followed. The motion carried 3-0.

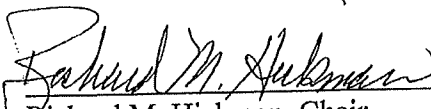
Discussion was held regarding the request to amend the agreement between City of Angola and M&P LLP for Eastland Crossing Phase 2. City Engineer Amanda Cope explained that she had met with Mr. Mutton regarding Eastland Crossing Phase 2. Phase 1 is currently

under construction. During Phase 1 there was an agreement drafted between the City and M & P LLP regarding obligations and construction of a water main along State Road 827. Jim Mutton addressed the board the agreement as it pertains to the water main extension. Mr. Mutton raised issues with the length of the water main and the increase in his cost to complete the project. Discussion followed. Member Martin asked Cope about terms in the agreement. Engineer Cope stated that the agreement was signed in January of 2021. Martin asked about any concessions the city made in the agreement. Cope responded that the city in general worked with Mr. Mutton to not have to put the water main along S.R. 827 and feed off the main already installed in the Fountains addition for Phase 1. The city also agreed that no sidewalk would have to be installed along S.R. 827. Also, the city during this time worked to change design standards for material type to allow for plastic pipe which equaled a cost savings. Member Martin asked what the cost savings was on the sidewalk and Cope responded that at the time the estimate was around \$70,000. Discussion continued regarding the portion of the main that extends past the addition's access point, and the cost associated with that portion. Member Martin moved that the agreement be amended for the city to contribute \$50,000 toward the main with the funds not to come from the water utility funds. Member Olson seconded the motion. The motion carried 3-0.

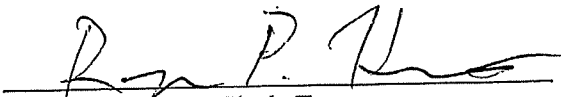
Randall Appleton of 303 E Toledo St. Fremont addressed the board regarding a property he had purchased which includes the stormwater retention area of the Fountains housing addition. Mr. Appleton said he had spoken to Building Commissioner Scott Lehman about the need for the property to be cleaned up so the retention area will function properly. Discussion followed. No action was taken.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:49 p.m.


Richard M. Hickman, Chair

Attest:


Ryan P. Herbert, Clerk-Treasurer

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

SUMMARY

This ordinance amends the Zoning Map of the City of Angola, Indiana by changing the zoning of several parcels of land approximately 2-acres of land to C2: Medium to Large General Commercial District. The properties wholly include parcels: 760623000009040012, 760623000009070012, 760623000009080012, 760623000009100012, 760623000009110012 and located in the 1500 block of N Wayne St.

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

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

WHEREAS, the City of Angola Plan Commission at its November 27, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on November 27, 2023, heard input from the public and ultimately forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

THAT, the Zoning Map of the City of Angola shall be amended in the following manner:
Approximately 2-acre containing 5 parcels located in the 1500 block N Wayne St. The parcel summaries is attached hereto as Exhibit A.

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

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

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

ORDINANCE NO. 1745-2023

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

Richard M. Hickman, Mayor

Attest:

Ryan Herbert, Clerk-Treasurer

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

Ryan Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

ORDINANCE NO. 1745-2023

Exhibit A

Parcel ID 760623000009040012
Sec/Twp/Rng 23/37/13
Tax Set Angola Corp.
Book/Page 0303-1044 (3/24/2003)
Acres 1.487

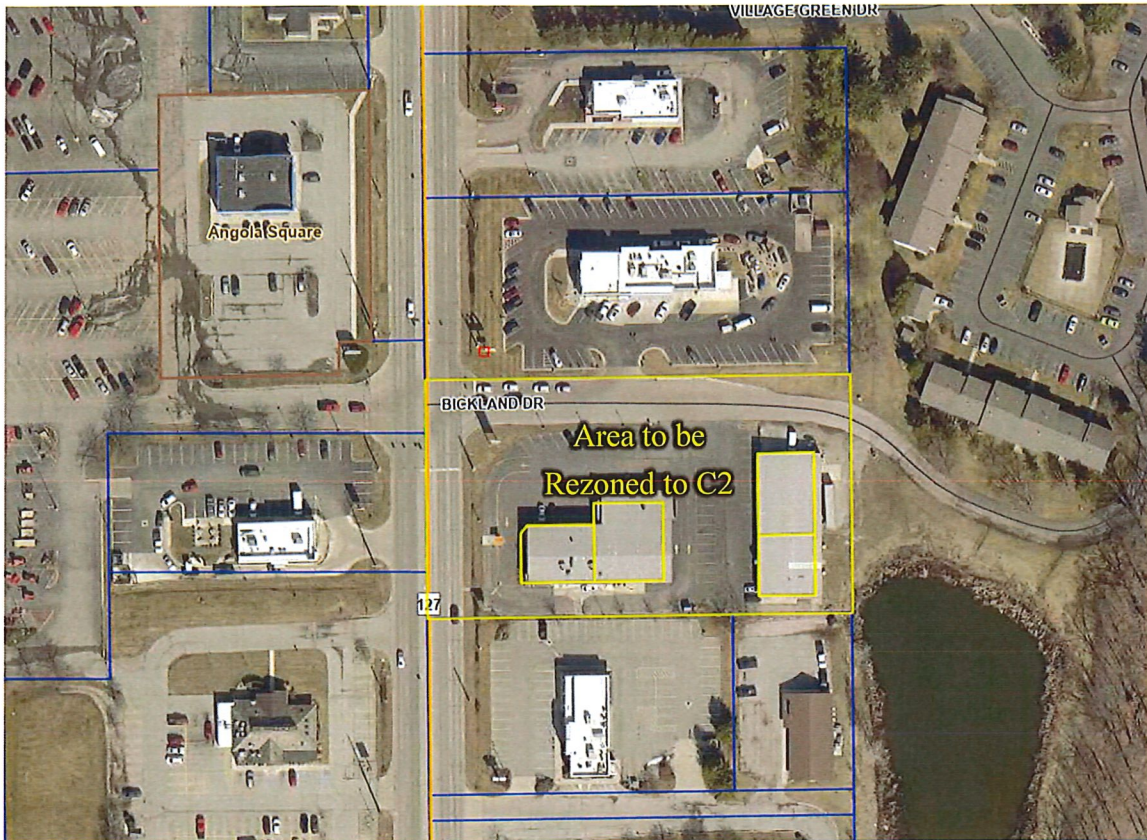
Parcel ID 760623000009070012
Sec/Twp/Rng 23/37/13
Tax Set Angola Corp.
Book/Page 1909-0374 (9/16/2019)
Acres 0.080

Parcel ID 76062300000908001
Sec/Twp/Rng 23/37/13
Tax Set Angola Corp.
Book/Page 2004-0290 (4/17/2020)
Acres 0.110

Parcel ID 760623000009100012
Sec/Twp/Rng 23/37/13
Tax Set Angola Corp.
Book/Page 2212-0124 (12/8/2022)
Acres 0.094

Parcel ID 760623000009110012
Sec/Twp/Rng 23/37/13
Tax Set Angola Corp.
Book/Page 1103-0383 (3/18/2011)
Acres 0.070

Exhibit B



**AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA
UNIFIED DEVELOPMENT ORDINANCE BY ADDING PROVISIONS
THERE TO AND DELETING PROVISIONS THEREOF**

SUMMARY

This ordinance amends the following Divisions of Title 18 Unified Development Ordinance of Angola Municipal Code. The Unified Development Ordinance and these amendments apply to all properties within the City of Angola's corporate boundaries, as well as the Angola's Extra-Territorial Jurisdiction. The amendments generally include:

- *Division 01 – General Provisions:* Clarify language and update references; add, amend, and remove definitions; reorganize and amend the Land Use Matrix.
- *Division 02 – Zoning Districts:* Adjust permitted land uses and special exception uses to be consistent with the Land Use Matrix; reorganize permitted uses and special exception uses alphabetically.
- *Division 03 – Overlay & Special Districts:* Allow a Planned Development (PD) District to be formed from any existing based zoning district.
- *Division 04 – Subdivisions:* Clarify language and update references; adjust sidewalk/sidepath width; incorporate Neighborhood Commercial (NC) and Downtown Commercial (DC) Districts in the Commercial Development (CD) Subdivision Type; incorporate High Intensity (HI) District in the Industrial Park (IP) Subdivision Type; create incentive standards for non-residential developments.
- *Division 05 – Design Standards:* Reorder sections alphabetically; clarify language and update references; generally loosen design standards to support and encourage development; create incentive standards for nonresidential developments; create “access street” option for private developments; modify street lighting standards to ensure consistency.
- *Division 06 – Development Standards:* Remove Chapter 18.168 Floodplain Standards.
- *Division 07 – Administration:* Clarify language and update references; incorporate Subdivision of Land and Planned Development Chapters into Processes Chapter; reorganize Processes Chapter; include applicable zoning districts throughout all processes; rewrote Subdivision of Land processes and created three (3) subdivision types to be approved by applicable entity (administrative approved by Zoning Administrator, minor subdivision approved by Plat Committee, major subdivision approved by Plan Commission); update Enforcement and Penalties Chapter.

ORDINANCE NO. 1746-2023

WHEREAS, Ordinance No. 1286-2008, as amended, adopted a Unified Development Ordinance; and

WHEREAS, Indiana Code section 36-7-4-600 series provides for amendment to the Unified Development Ordinance; and

WHEREAS, the City of Angola Plan Commission at its November 13, 2023 held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission at its November 13, 2023 Public Hearing, heard input from the public and ultimately *forward a favorable recommendation* to the Angola Common Council for amendments of Divisions 01, 02, 03, 04, 05, 06, and 07 in the Title 18 Unified Development Ordinance of the Angola Municipal Code.

NOW THEREFORE, BE IT ORDAINED, BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, THAT Title 18 Unified Development Ordinance is amended by incorporating the changes shown on the attachment hereto with the additions shown in **bold type** and the deletions shown as a ~~strike through~~.

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

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

Richard M. Hickman, *Mayor*

Attest:

Ryan Herbet, *Clerk-Treasurer*

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor for approval this ____ day of _____ 2023.

ORDINANCE NO. 1746-2023

Ryan Herbert, *Clerk-Treasurer*

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

Richard M. Hickman, *Mayor*

AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT

BE IT ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana that the Fee Schedules for Plan Commission, Board of Zoning Appeal, Historic Preservation Commission, and the Economic Development & Planning Department is being amended (Ordinance No. 1288-2008) by the text of existing provisions in this style type, addition will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. The following fees shall be charged for the following services offered by the Plan Commission:

- ~~(1) Appeal \$100~~
- (2) Change of Zoning \$100 + \$10 per acre \$200**
- ~~(3) Detailed Development Plan \$200 + \$10/lot over 2 lots~~
- (4) Planned Development**
 - a. District Ordinance and Establishment Plan \$400**
 - b. Detailed Development Plan \$200**
 - c. Final Development Plan \$200**
- ~~(5) Plan Commission Variance (Subdivision Waiver) \$450~~ **\$100 per waiver**
- ~~(6) Plat Vacation \$900~~ **\$200**
- ~~(7) Primary Plat or Replat \$250 + \$20/lot over 2 lots~~
- ~~(8) Secondary Plat or Replat \$175 + \$10/lot over 2 lots~~
- (9) Administrative Subdivision \$150**
 - a. Appeal \$100**
- (10) Minor Plat**
 - a. Primary Plat \$150**
 - b. Secondary Plat \$100**
 - c. Appeal \$100**
- (11) Major Plat**
 - a. Primary Plat \$300**
 - b. Secondary Plat \$200**
- (12) Replat / Plat Amendment \$200**
- ~~(13) Special Meeting \$400~~
- ~~(14) In addition to the above fees, the applicant shall be charged \$50 for publication of the proposed action in the local media and for letters sent to interested property owners.~~
- (15) Legal Notice**
 - a. Publication Fee \$50 per Notice**
 - b. Adjacent Property Owners \$2 per Notice (letter)**

ORDINANCE NO. 1747-2023

~~(16) If a zoning map error is brought to the attention of the Plan Commission by a property owner and the property owner requests in writing a correction of the error, the Plan Commission shall have the authority to waive any fee to change the zoning of the property.~~

Section 2. The following fees shall be charged for the following services offered by the Board of Zoning Appeals:

- (1) Appeal \$100
- (2) Development Standards Variance \$200 + \$50 each additional
- (3) Land Use Variance \$200 + \$50 each additional
- (4) Special Exception ~~\$100 Residential; \$250 Business/Community~~ **\$200 + \$50 each additional**
- (5) Special Meeting \$400
- ~~(6) In addition to the above fees, the applicant shall be charged \$50 for publication of the proposed action in the local media and for letters sent to interested property owners.~~
- (7) Legal Notice**
 - a. Publication Fee \$50 per Notice**
 - b. Adjacent Property Owners \$2 per Notice (letter)**

Section 3. The following fees shall be charged for the services offered by the Historic Preservation Commission:

- (1) Certification of Appropriateness**
 - a. Board Meeting \$25**
 - b. Administrative \$0**

Section 4. The following fees shall be charged for the services offered by the Economic Development & Planning Department:

- (1) Improvement Location Permit ~~\$0~~ **\$25**
 - a. With Building Permit \$0**
- (2) **Sign Permit \$0.50 per sq.ft. of sign face (\$25 minimum fee) \$25 per sign**

Section 5. Effective date.

This ordinance shall be in full force and effective _____ after passage and adoption 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 _____ 2023.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

ORDINANCE NO. 1747-2023

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 _____ this _____ day of _____ 2023.

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

ORDINANCE NO. 1748-2023

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

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

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

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

NOW THEREFORE, be it hereby ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana that Ordinance No. 1735-2023, Section 1 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. From and after December 24, 2023 and continuing through December 21, 2024 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

Office of the Clerk-Treasurer

Deputy Clerk	24.82 -	33.09 hourly
Deputy Payroll Clerk	23.14 -	30.85 hourly
Deputy Utility Clerk	22.30 -	28.61 hourly

Office of the Mayor

Board of Public Works & Safety Member		820.00 quarterly
Human Resource Director	2,208.32 -	2,944.43 biweekly
Administrative Assistant	21.46 -	28.61 hourly

Economic Development & Planning Department

Economic Development & Planning Director	2,208.32 -	2,944.43 biweekly
Planner	24.82 -	32.00 hourly
Permitting Coordinator	23.14 -	30.04 hourly
Community Coordinator	21.46 -	28.61 hourly

Information Technology Department

Systems Administrator	2,334.67 -	3,112.89 biweekly
-----------------------	------------	-------------------

Law Department

City Attorney	1658.13 -	2,210.84 biweekly
---------------	-----------	-------------------

ORDINANCE NO. 1748-2023

Engineering Department

City Engineer	3,317.31 -	4,423.08 biweekly
Engineering Assistant	30.18-	40.25 hourly
MS4/Engineering Assistant	25.39 -	33.86 hourly

Building & Safety Department

Building Commissioner	2,208.32 -	2,944.43 biweekly
-----------------------	------------	-------------------

Fire Department

Fire Chief	2,248.88-	2,998.50 biweekly
Battalion Chief	1,976.00 -	2,640.00 biweekly
Captain	1,896.80-	2,529.08 biweekly
Lieutenant	1,821.01 -	2,428.02 biweekly
First Class Firefighter	1,745.22-	2,326.96 biweekly
Firefighter	1,574.99 -	2,099.98 biweekly
PT Firefighter	15.00 -	20.00 hourly

Police Department

Chief of Police	2,248.88-	2,998.50 biweekly
Assistant Chief of Police	2,146.51 -	2,890.63 biweekly
Sergeant	2,052.01 -	2,790.74 biweekly
Detective	2,012.63 -	2,737.19 biweekly
First Class Patrol Officer	1,896.80 -	2,579.66 biweekly
Patrol Officer	1,612.76 -	2,373.52 biweekly
Dispatcher	20.53-	27.73 hourly
PT Patrol Officer	18.20 -	24.25 hourly
PT Dispatcher	16.54 -	22.00 hourly
PT Code Enforcement	15.00 -	20.00 hourly
PT School Crossing Guard	15.00 -	20.00 shift (am/pm)

Street Department

Street Commissioner	2,208.32-	2,944.43 biweekly
Assistant Street Commissioner	23.64 -	31.53 hourly
Maintenance	21.77 -	28.81 29.28 hourly

Parks & Recreation Department

Park Superintendent	2,208.32-	2,944.43 biweekly
Assistant Park Superintendent	23.64-	31.53 hourly
Maintenance	19.99 -	28.81 29.28 hourly
Events and Marketing Coordinator	21.46 -	28.61 hourly
PT Recreation Staff	15.00 -	20.00 hourly

ORDINANCE NO. 1748-2023

Water Department

Water Superintendent	2,331.01 -	3,108.01 biweekly
Assistant Water Superintendent	25.79-	34.39 hourly
Certified Operator	23.18-	30.90 hourly
Operator	20.79 -	27.71 hourly

Wastewater Department

Wastewater Superintendent	2,331.01-	3,108.01 biweekly
Assistant Wastewater Superintendent	25.79-	34.39 hourly
Lab Technician/Pretreatment Coordinator	24.10 -	32.13 hourly
Certified Operator	23.18 -	30.90 hourly
Operator	20.79 -	27.71 hourly

Any Department

PT Assistant	15.00 -	20.00 hourly
PT Clerk	15.00 -	20.00 hourly
PT Operator	15.00 -	20.00 hourly
PT Maintenance	15.00 -	20.00 hourly
PT Seasonal Maintenance	15.00 -	20.00 hourly
Intern	0.00 -	20.00 hourly

Section 2. 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 December 2023 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1748-2023

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 December 2023.

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

RESOLUTION NO. 2023-861

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA,
INDIANA AUTHORIZING THE SUBMITTAL OF THE WASTEWATER
PROJECT APPLICATION TO THE INDIANA OFFICE OF COMMUNITY AND
RURAL AFFAIRS AND ADDRESSING RELATED MATTERS**

WHEREAS, the Common Council of the City of Angola, Indiana recognizes the need to stimulate growth and to maintain a sound economy within its corporate limits; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes the Indiana Office of Community and Rural Affairs to provide grants to local units of government to meet the housing and community development needs of low- and moderate-income persons; and

WHEREAS, the City of Angola, Indiana has conducted or will conduct public hearings prior to the submission of an application to the Indiana Office of Community and Rural Affairs, said public hearings to assess the housing, public facilities and economic needs of its low- and moderate-income residents;

BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA THAT:

1. The Mayor is authorized to prepare and submit an application for grant funding to address the removal of the Easton lift station and to replace current sewer piping according to the project application, and to execute and administer a resultant grant including requisite general administration and project management, contracts and agreements pursuant to regulations of the Indiana Office of Community and Rural Affairs and the United States Department of Housing and Urban Development.
2. The City of Angola, Indiana hereby commits the requisite local funds in the amount of \$683,007 in the form of the City's ARPA fund as matching funds for said program, such commitment to be contingent upon receipt of the Wastewater funding from the Indiana Office of Community and Rural Affairs.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 18th day of December 2023.

Richard M. Hickman, Mayor
Presiding Officer

RESOLUTION NO. 2023-861

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
ANGOLA, STEUBEN COUNTY, INDIANA, AMENDING RESOLUTION
2019-766 TO REMOVE ANY LIMIT ON THE AMOUNT OF THE
DEDUCTION SET THEREBY FOR THE INSTALLATION OF NEW
MANUFACTURING EQUIPMENT.**

(Univertical LLC, 203 Weatherhead Sreet, Angola, IN 46703)

WHEREAS, the Common Council (the "Council") of the City of Angola, Indiana (the "City"), has hereto before adopted Resolution 2019-766 (the "Resolution") pursuant to I.C. §6-1.1-12.1 (the "Act"), ratified and confirmed the Real Estate (as described in said Resolution) as an Economic Revitalization Area and authorizing deductions from assessed valuation for the installation of new manufacturing equipment (the "Abatement"); and

WHEREAS, the Abatement was granted in reliance upon, and limited in amount by, information contained within an approved Statement of Benefits Personal Property/Form SB-1/PP, submitted by Univertical LLC (the "Taxpayer") as Exhibit "B" to both the Resolution; and

WHEREAS, pursuant to Section 4 of the Resolution, and Exhibit "B" attached to said Resolution, the amount of the deduction applicable to Taxpayer as a result of the installation of new manufacturing equipment on the Real Estate was limited to \$4,100,000.00; and

WHEREAS, the Council had been informed that the actual cost of the new manufacturing equipment on the real estate was in excess of the amount estimated on the Statement of Benefits Personal Property/Form SB-1/PP as a result of various factors, including the COVID pandemic, material shortages, etc.; and

WHEREAS, it has been requested of the Council to amend its Resolution, along with Exhibit "B" attached to said Resolutions, to delete the \$4,100,000.00 limitation and to reflect that the amount of the deduction from assessed valuation authorized and approved by said resolutions is not limited; and

WHEREAS, the Council is willing to make such amendment.

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

Section 1. The Resolution is hereby amended by deleting, in its entirety Section 4 of the Resolution. Any reference to the amount of the deduction applicable to the installation of new manufacturing equipment on the Real Estate being limited to \$4,100,000.00 as stated in the Approved Statement of Benefits Personal Property/Form SB-1/PP, submitted by the Taxpayer and attached as Exhibit "B" to the Resolution is hereby deleted.

RESOLUTION NO. 2023-862

Section 2. The Clerk-Treasurer of the City shall certify a copy of this Resolution to the Auditor and Assessor of Steuben County.

Section 3. All other parts of the Resolution shall continue. No part of this resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize the same. Should any section or part thereof of this resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this resolution are hereby declared severable.

Section 4. This resolution shall be effective upon passage.

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

Richard M. Hickman, Mayor and Presiding Officer

Attest:

Ryan Herbert, Clerk-Treasurer

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

Ryan Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor



MEMORANDUM

TO: City of Angola

CC: Mayor Richard Hickman

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

DATE: December 11, 2023

SUBJECT: Univertical 2019-7666 Tax Abatement Adjustment Consideration

I have reviewed the information submitted by Univertical regarding a request to modify Tax Abatement 2019-7666 to increase the amount of Personal Property that was eligible to be abated from \$4,100,000 in Personal Property to the actual amount of \$8,600,000. The original proposal which was approved by resolution committed to 2 new jobs and Univertical has achieved that mark of these two new positions.

Based on the submission of project information, the Steuben County EDC has scored the project and will recommend the approval of the modification to the prior abatement raising the abatement amount or eliminating the cap as describe in the amended resolution. In speaking with the assessor, SCEDC legal counsel, Mayor Hickman, and City Planner and Economic Development Director; based on the case presented and in large part due to unforeseen circumstances of COVID, it would be my recommendation for City of Angola Council to consider this adjustment. This modification would impact on future tax collection years and would not be retrospective to the start of the original abatement.

Estimate	Year 1	Year 2	Year 3	Year 4	Year 5
Personal Property Pert.	100%	80%	60%	40%	20%
Original Estimate	\$39,491	\$44,240	\$24,879	\$12,637	\$5,924
Amended Estimate	\$39,491	\$44,240	\$52,186	\$26,507	\$12,425
Difference			\$27,307	\$13,870	\$6,501

The total value of this proposed tax abatement amendment increase is estimated to be **\$47,678.**

RESOLUTION NO. 2019-766

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

(Univertical LLC, 203 Weatherhead Street, Angola, IN 46703)

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

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

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

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

WHEREAS, the Applicant has estimated certain benefits to result from Applicant's investment in new manufacturing equipment within an ERA; and

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

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

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

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

- a. The said Real Estate is zoned for industrial use and located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and
- b. That the installation of new manufacturing equipment described in the Statement of Benefits would be to the benefit and welfare of all citizens and taxpayers of the City; and

RESOLUTION NO. 2019-766

- c. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunity to residents of the City; and
- d. That the estimated increase in employment, increase in annual salaries, and the cost value of the installation of new manufacturing equipment, as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and
- e. That the estimate of the cost of the new manufacturing equipment is reasonable for equipment of the types set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the installation of the new manufacturing equipment; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed installation of the new manufacturing equipment; and the totality of benefits, is sufficient to justify the deduction.

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

Section 3. Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant's investment, the abatement schedule (including the percentage amount of the deduction for each year of the deduction) to be used in calculating the deduction applicable to the installation of new manufacturing equipment on the Real Estate shall be as follows:

Year of Deduction	Percentage
1st	100%
2nd	80%
3rd	60%
4th	40%
5th	20%

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

Section 4. The amount of deduction applicable to the installation of new manufacturing equipment on the Real Estate pursuant to this Resolution shall be limited the amounts set forth in the approved Statement of Benefits. This limitation on the amount

RESOLUTION NO. 2019-766

of the deduction is established pursuant to the ERA Designation Resolution and Section 2(i)(3) of the Act.

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

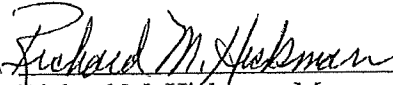
Section 6. The Applicant must provide the Steuben County Auditor, and the City, at the time of filing a deduction, and updated within sixty (60) days after the end of each year in which a deduction is applicable, information showing the extent to which the Applicant has been in compliance with the signed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

Section 7. The Council incorporates Section 12 of the Act into this Resolution. The County desires and hereby does, with the consent of the Applicants (as evidenced by Exhibit "C" attached hereto) incorporates Section 14 of the Act into this Resolution for the purposes of permitting the City to charge the fee provided in said Section 14. For purposes of the calculation contained in Section 14(c), the percentage amount shall be equal to three percent (3%). The Council shall apply the fee collected as provided herein to one or more public or nonprofit entities established to promote economic development within the boundaries of the City and shall identify such entities to the Steuben County Auditor as set forth in Section 14 of the Act.


Section 8. No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

Section 9. This Resolution shall be effective upon passage.

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this 16th day of December 2019.

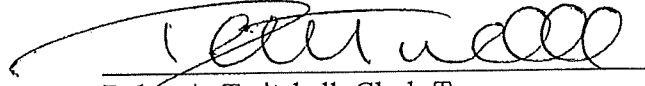

Richard M. Hickman, Mayor

Attest:


Debra A. Twitchell, Clerk-Treasurer

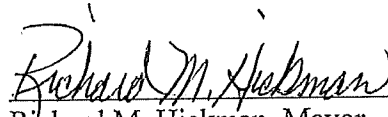
RESOLUTION NO. 2019-766

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of 7:26 a.m./p.m. this 16th day of December 2019.



Debra A. Twitchell, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this 16th day of December 2019.

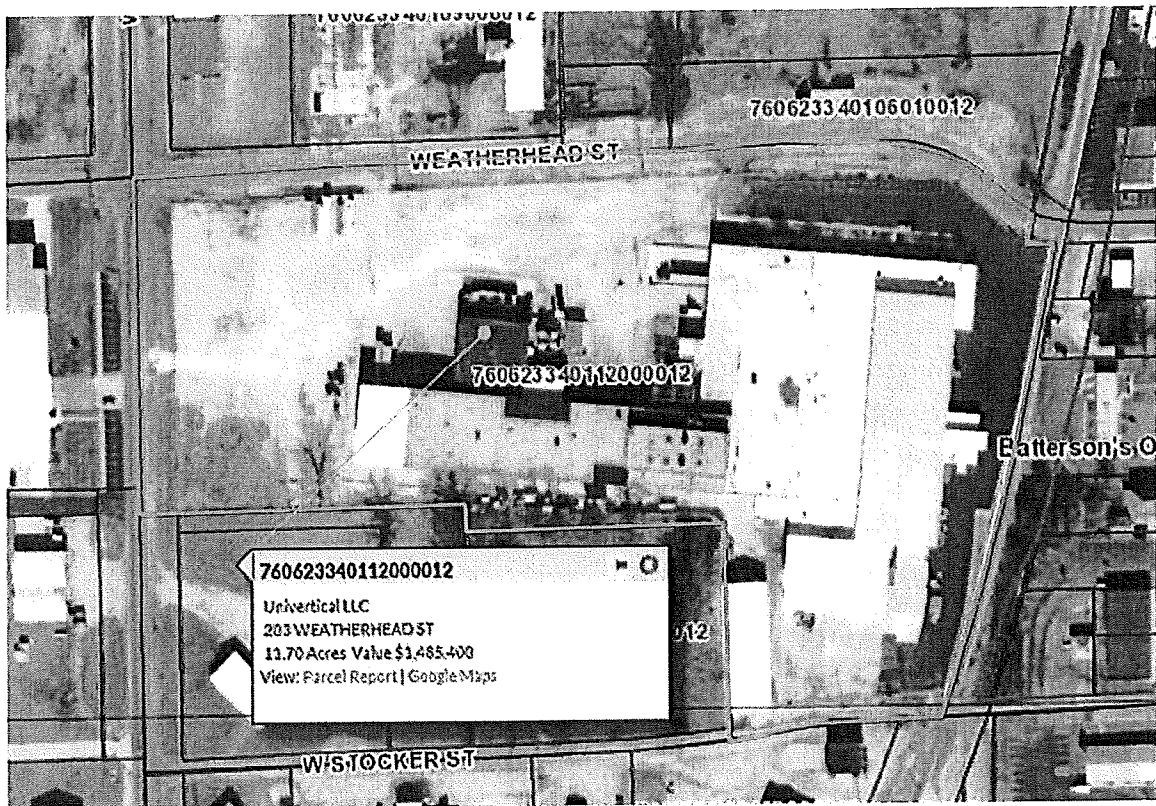


Richard M. Hickman, Mayor

RESOLUTION NO. 2019-766

EXHIBIT "A"
REAL ESTATE DESCRIPTION

Parcel ID 760623340112000012
Univertical LLC, 203 Weatherhead Street, Angola, In 46703
Sec/Twp/Rng 23-37-13
ANGOLA CORP
11.7 acres
Steuben County
Township: PLEASANT TOWNSHIP
State District 012 ANGOLA CITY
City of Angola Zoning District: Moderate Intensity Industrial (I2) District



RESOLUTION NO. 2019-766

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



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**
State Form 51764 (R4 / 11-15)
Prescribed by the Department of Local Government Finance

FORM SB-1/PP

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

INSTRUCTIONS

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

SECTION 1 TAXPAYER INFORMATION													
Name of taxpayer Univerdical LLC					Name of contact person Richele Orn								
Address of taxpayer (number and street, city, state, and ZIP code) 203 Weatherhead Street, Angola, IN 46703							Telephone number (260) 665-7828						
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT													
Name of designating body Common Council of City of Angola					Resolution number (s)								
Location of property 203 Weatherhead Street, Angola, IN 46703				County Stauben		DLGF taxing district number 70-012							
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) New manufacturing equipment to improve technology, reduce costs, add efficiency, retain jobs, and maintain manufacturing competitive advantage in the marketplace.					ESTIMATED								
										START DATE		COMPLETION DATE	
					Manufacturing Equipment					12/01/2019		06/30/2021	
					R & D Equipment								
					Logist Dist Equipment								
IT Equipment													
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT													
Current number 70		Salaries 4,750,000		Number retained 70		Salaries 4,750,000		Number added 2		Salaries 80,000			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT													
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT					
		COST		ASSESSED VALUE		COST		ASSESSED VALUE					
		Current values		10,843,726									
		Plus estimated values of proposed project		4,100,000									
		Less values of any property being replaced											
Not estimated values upon completion of project		14,943,726											
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER													
Estimated solid waste converted (pounds)					Estimated hazardous waste converted (pounds)								
Other benefits:													
SECTION 6 TAXPAYER CERTIFICATION													
I hereby certify that the representations in this statement are true.													
Signed and authorized representative <i>Richele Orn</i>							Date signed (month, day, year) 11/19/2019						
Printed name of authorized representative Richele E. Orn					Title Controller								

RESOLUTION NO. 2019-766

FOR USE OF THE DESIGNATING BODY		
<p>We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.</p>		
<p>A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. <i>NOTE: This question addresses whether the resolution contains an expiration date for the designated area.</i></p>		
<p>B. The type of deduction that is allowed in the designated area is limited to:</p>		
<p>1. Installation of new manufacturing equipment;</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 <i>Check box if an enhanced abatement was approved for one or more of these types.</i>
2. Installation of new research and development equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Installation of new logistical distribution equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Installation of new information technology equipment;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. <i>(One or both lines may be filled out to establish a limit, if desired.)</i></p>		
<p>G. Other limitations or conditions (specify): _____</p>		
<p>H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:</p>		
<input type="checkbox"/> Year 1	<input type="checkbox"/> Year 2	<input type="checkbox"/> Year 3
<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5	<input type="checkbox"/> Year 6
<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9
<input type="checkbox"/> Year 10	<input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: _____ <i>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)</i>	
<p>I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, attach a copy of the abatement schedule to this form. If no, the designating body is required to establish an abatement schedule before the deduction can be determined.</i></p>		
<p><i>Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.</i></p>		
Approved by: (signature and title of authorized member of designating body)	Telephone number () - - - - - -	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	
<p>* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.</p>		

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

(1) The total amount of the taxpayer's investment in real and personal property.

(2) The number of new full-time equivalent jobs created.

(3) The average wage of the new employees compared to the state minimum wage.

(4) The infrastructure requirements for the taxpayer's investment.

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

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

RESOLUTION NO. 2019-766

EXHIBIT "C"

The Manufacturing Equipment Applicant consents to the incorporation of Section 14 of the Act into any resolution or other approval of the Statement of Benefits Personal Property/Form SB-1/PP for the installation of new manufacturing equipment. The fee calculated per said Section 14 shall be determined by applying a percentage of three percent (3%).

Dated: December 12, 2019

Univertical, LLC

By: Richard E. Corn
Richard E. Corn, Controller
Name and Title

RESOLUTION NO. 2023-863

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS
FOR THE CITY OF ANGOLA FOR THE GENERAL, PARKS AND
RECREATION OPERATING, AND FIRE OPERATING FUNDS AND
FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND
PASSAGE PURSUANT TO IC 6-1.1-18.6**

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

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

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

GENERAL – Economic Development and Planning
\$2,000.00 from 101-103.00-00431.50 Professional Services
\$2,000.00 to 101-103.00-00423.30 Small Tools and Minor Equipment

PARKS AND RECREATION OPERATING FUND
\$5,000.00 from 204-801.00-00445.20 Vehicle(s)
\$5,000.00 to 204-801.00-00412.93 Maintenance (Park)

FIRE OPERATING FUND
\$20,000.00 from 271-362.00-00445.70 Firefighting Equipment
\$20,000.00 to 271-362.00-00423.30 Small Tools & Minor Equipment

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 18th day of December 2023 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

RESOLUTION NO. 2023-863

Attest:

Ryan P. Herbert, Clerk-Treasurer

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

Ryan P. Herbert, Clerk-Treasurer

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

Richard M. Hickman, Mayor

2024 FIRE PROTECTION AGREEMENT

This agreement is between **Jackson Township** of Steuben County, Indiana and the **City of Angola** for the fire protection of Jackson Township. The agreement is as follows:

1. The department will provide Firefighting / Medical Services of the following part of Jackson Township: North line **(400N)** going south on **(550W)** to **(300N)** turning West to **(600W)** East side **ONLY** then going South until **(US 20)** then turning East from **US 20** and **600W** to **(500W)** or Jackson Township East line.
2. Jackson Township will pay the sum of \$5,500 payable twice a year. 1st sum of \$2,750.00 prior to June 30th. The remaining sum of \$2,750.00 prior to December 31st.
3. The said payments are by the parties deemed to be in full settlement and discharge of the Jackson Township share of all insurance, automobile and all the other operating allowances required or permitted by law to be provided to the City of Angola Department, it's being agreed that such legally required insurance and allowances will be procured by the department listed above.
4. The terms of this agreement will be from January 1st through December 31st for the year 2024.
5. This agreement is subject to approval by the State Board of Accounts, Department of Local Government Finance and all other relevant government agencies.

City of Angola

Date: _____

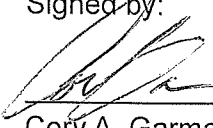
Signed by:

Richard M. Hickman
City Mayor of Angola

Jackson Township

Date: 11/29/23

Signed by:


Cory A. Garman
Jackson Township Trustee



Where Giving Has Impact

December 13, 2023

Steuben County Board of Commissioners
317 South Wayne Street, Suite 2-H
Angola, IN 46703

Re: Steuben County Historic Courthouse

Dear Board of Commissioners,

Thank you for your correspondence dated November 14, 2023, seeking assistance in gathering community input for the future use of the Steuben County Historic Courthouse. The Steuben County Community Foundation (SCCF) is prepared to help the Board of Commissioners in this important endeavor for our community.

Attached you will find a proposal from HWC Engineering to assist our community with this project. HWC Engineering was selected because of their successful work with Trine University and the City of Angola earlier in 2023 as they jointly developed and updated a Downtown Master Revitalization Plan. HWC will facilitate a process to help identify a range of alternatives for adaptive re-use of the current courthouse and adjacent park space. Additionally, this process will include an architectural evaluation to evaluate the feasibility of the re-use options and estimate the cost of the work. SCCF will work with the requested community partners and ensure broad and inclusive input from a wide range of stakeholders is used throughout this process.

SCCF has collaborated with five partners to provide the funding necessary for this external consultant. Attached is a Memorandum of Understanding between the six entities willing to pay for the professional services which is currently scheduled to take up to six months. Upon adoption, this process will begin in earnest.

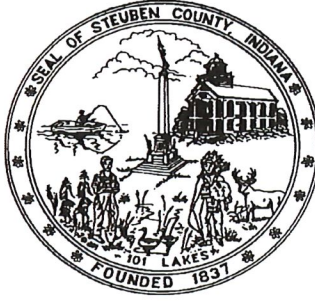
Thank you for the opportunity to assist with this community project.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer L. Danic".

Jennifer L. Danic
President and CEO

Enclosures: November 14, 2023 Correspondence from Board of Commissioners
Memorandum of Understanding
HWC Agreement To Provide Services



STEUBEN COUNTY BOARD OF COMMISSIONERS

Andy Laughlin
North District

Kenneth L. Shelton
Middle District

Wil Howard
South District

November 14, 2023

Jennifer Danic
Steuben County Community Foundation
Via Email

Re: Future Use of the Steuben County Historic Courthouse

Dear Ms. Danic,

Please allow this letter to serve as communication that we are seeking assistance in gathering community input for the future use of the Steuben County Historic Courthouse.

Together, and in cooperation with the City of Angola, Trine University, and Cameron Hospital, the Steuben County Board of Commissioners is seeking assistance from the Steuben County Community Foundation in gathering input for its future use.

As you know, in 2024, the new Steuben County Judicial Center will be the center of operations for the Steuben County Courts and all County Departments pertaining to those Courts. Once the Judicial Center is open for business, the Steuben County Historic Courthouse will be left unoccupied.

With the Courthouse being on the Historic Registry, the building must be maintained and used for something. At this time, the Steuben County Board of Commissioners are reaching out to the Steuben County Community Foundation for their assistance in gathering data and community input for a list of possible options for its restoration and future uses.

Thank you for your assistance, and together, along with the Community, we hope to bring new life into this historic landmark.

Steuben County Board of Commissioners –
Wil Howard, President
Kenneth L. Shelton, Vice President
Andy Laughlin, Member

WH/kdj

317 South Wayne Street, Suite 2-H, Angola, Indiana 46703

Phone: (260) 668-1000 ext. 1224

Fax: (260) 665-8483

email: countycommissioners@co.steuben.in.us

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets for the terms and understanding between HWC Engineering and six community partners: Steuben County Community Foundation, Steuben County Tourism Bureau, Steuben County Government, City of Angola, Cameron Memorial Community Hospital, and Trine University.

This MOU will allow the Steuben County Government to sign a proposal from HWC Engineering for an adaptive re-use study of the Steuben County Historic Courthouse.

Funding for this project will be provided by:

1. Steuben County Tourism Bureau: \$25,000 (Twenty Five Thousand Dollars)
2. Steuben County Community Foundation: \$20,000 (Twenty Thousand Dollars)
3. Steuben County Government: \$15,000 (Fifteen Thousand Dollars)
4. City of Angola: \$15,000 (Fifteen Thousand Dollars)
5. Trine University: \$5,000 (Five Thousand Dollars)
6. Cameron Memorial Community Hospital: \$5,000 (Five Thousand Dollars)

For a total of \$85,000 (Eighty Five Thousand Dollars) paid to HWC Engineering.

This MOU is at-will and may be modified by mutual consent of authorized officials from the six partners listed above. This MOU shall become effective upon signature by the authorized officials from each of the six parties listed above and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Jennifer Danic _____ Date: _____

President and CEO,
Steuben County Community Foundation

June Julien _____ Date: _____

Executive Director,
Steuben County Tourism Bureau

Wil Howard _____ Date: _____

President,
Steuben County Board of Commissioners

Richard Hickman _____ Date: _____

Mayor,
City of Angola, Indiana

Gretchen Miller _____ Date: _____

Senior Vice President/Chief Operating Officer,
Trine University

Angela Logan _____ Date: _____

President and CEO,
Cameron Memorial Community Hospital

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

AGREEMENT TO PROVIDE SERVICES

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

The Project name, location and address:

Steuben County Courthouse Adaptive Reuse Study
Angola, IN

The CLIENT's name and address:

Steuben County Commissioners
317 S. Wayne St., #2h
Angola, IN 46703

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

Wil Howard
County Commissioner
Steuben County Commissioners
317 S. Wayne St., #2h
Angola, IN 46703

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

Cory J. Whitesell, P.E.
Director of Landscape Architecture and Planning
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
M: 317-753-2200 | D: 317-981-1246
cwhitesell@hwcengineering.com

The applicable HWC Project number: 2023-389-S

WITNESSETH

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

Steuben County Courthouse Adaptive Reuse Study

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

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

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

SECTION I: SERVICES BY HWC

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

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

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

SECTION III: NOTICE TO PROCEED AND SCHEDULE

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

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

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

SECTION IV: COMPENSATION

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

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

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

2. Use and Ownership

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

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

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

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

3. Compliance with State and Other Laws

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

4. Professional Responsibility

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

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

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

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

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

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

5. Status of Claims

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

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

6. Insurance

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

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

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

CLIENT shall procure and maintain insurance as follows:

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

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

7. Changes in Work

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

8. Delays and Extensions

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

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

9. Abandonment

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

10. Non-Discrimination

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

11. Employment Eligibility Verification

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

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

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

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

12. Successor and Assigns

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

13. Supplements

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

14. Governing Laws

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

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

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

15. No Partnership

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

16. Rights and Benefits

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

17. Disputes

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

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

18. Indemnities

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

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

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

19. Complete Agreement

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

20. Notice

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

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

This Agreement will be effective on _____, 2023.


"CLIENT"

"HWC"

Steuben County Commissioners

HWC Engineering

By: _____
Printed: _____
Title: _____
Date: _____

By:  _____
Printed: Jamie Ford-Bowers, PE
Title: Partner, Vice President
Date: December 12, 2023

APPENDIX "A"

SERVICES BY HWC

INTENT

In general, the scope of services for this project is to assist the Steuben County Commissioners (**CLIENT**) with an adaptive re-use study of the Steuben County Courthouse.

Steuben County is currently in the process of constructing a new judicial center to serve the county. The current courthouse is on the National Register of Historic Places and would be vacated when the new facility opens in 2024.

The intent of this project is to identify a range of alternatives for adaptive re-use of the current courthouse and adjacent park space. The planning process will include two key components. First, a community-wide consensus building initiative will be completed to collect input on the courthouse re-use. Second, an architectural evaluation will be completed to evaluate the feasibility of re-use options and estimate the cost of the work.

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

PHASE 1: CONSENSUS BUILDING

In the first phase of the plan, **HWC** will facilitate a public engagement process to solicit input from residents and community leaders.

Steering Committee Workshop #1 - Kickoff Meeting (Virtual)

HWC will conduct one (1) virtual kick-off meeting with the Steering Committee. The meeting will include an introduction to the planning process and a review of the public participation strategy. The Building Assessment will be reviewed at this meeting. **HWC** will assist the **CLIENT** with the formation of a project Steering Committee. Materials for up to a 15-person steering committee are included in the base scope.

Project Website

HWC will develop a project website to serve as a means for collecting project input and to distribute information about the project. The website will also include a form for public input to be shared directly with **HWC**. Domain registration for up to 12 months is included in the scope.

Public Survey

HWC will prepare a survey to collect community feedback on the re-use of the former courthouse. The survey will be in the form of an online survey. **HWC** will be responsible for the tabulation of the survey.

Public Workshops

HWC will facilitate four public workshops to solicit input from the community. **HWC** will prepare meeting materials, facilitate the meetings, and prepare a meeting summary for each. **HWC** will prepare meeting announcements for distribution on social media. The workshops will be held at different locations in the county. This scope is based on holding workshops over two business days, with two workshops per day - one in the late afternoon

and one in the evening. The stakeholder meetings would also be scheduled on these same dates.

Focus Group/Stakeholder Interviews

During this task, **HWC** will conduct up to 6 focus group or stakeholder interviews. **HWC** will help schedule the interviews, document the results, and prepare a summary for use by the Steering Committee. Meetings will be held either in-person or virtually.

Community Engagement Toolkit

HWC will prepare materials for the **CLIENT** to use to hold additional community update and stakeholder sessions. Materials to be included will be a PowerPoint overview of the project, 24x36 and 11x17 printouts of existing floor plans, example exercises, and feedback forms. After the Phase 2 Open House, **HWC** will update the PowerPoint to reflect the options being considered. The **CLIENT** will be responsible for tabulating and summarizing feedback received.

Press Releases and Social Media

The **CLIENT** will be responsible for all press releases, social media postings and related updates throughout the planning process.

Public Participation Report

HWC will prepare a public participation report to summarize all input received.

Deliverables:

- *Public Participation Report (.pdf copies)*
- *All documents posted to public website.*
- *Community Engagement Toolkit (PowerPoint presentation, (4) sets of plans, (10) sets of engagement/feedback forms)*

PHASE 2: IDENTIFICATION AND EVALUATION OF ALTERNATIVES

This phase of the planning process will consist of various meetings with the Steering Committee and staff to review the input from the public and determine the most feasible re-use options.

Building Assessment

An assessment of the existing building will be completed to start the project. This will include a review of size, condition, and constraints for the project. Existing CAD floor plans will be prepared to aid in future work. A brief Building Assessment report will be prepared and distributed.

Steering Committee Workshop #2 – Identify Alternatives

At this second Steering Committee meeting, **HWC** will present and review the results from the public participation phase of the project. Goals and objectives for re-use of the courthouse will be summarized, and alternatives for re-use will be selected for further evaluation.

Alternatives Evaluation

HWC will work with the Steering Committee to select up to four options for evaluation. For each alternative, a diagrammatic floor plan and preliminary cost estimate will be prepared. Representative imagery will also be provided to help visualize the alternatives.

Steering Committee Workshop #3 – Review Alternatives

For this task, **HWC** will conduct a Steering Committee meeting to review the alternatives. The alternatives will be updated based on input received.

Open House

HWC will summarize preliminary findings and alternatives into a series of presentation boards. **HWC** will then facilitate one in-person open house to solicit input on the preliminary findings of the plan. **HWC** will prepare meeting materials, facilitate the open house, and summarize the findings.

Alternatives Survey

HWC will prepare an online survey to solicit public feedback on the alternatives. A summary of input received will be prepared.

Steering Committee Workshop #4 – Select Preferred Alternative

A virtual meeting will be held with the Steering Committee to review the findings of the open house and survey. Final recommendations will be reviewed and agreed upon during this meeting. The final recommendations will include a floor plan, rendering, site plan and exterior elevations for the preferred alternative.

Deliverables:

- *Building Assessment Report (.pdf format)*
- *Alternatives and Open House Materials (.pdf copies)*
- *All documents posted to public website.*

PHASE 3: REPORT PREPARATION AND PRESENTATION

During the final phase, the final report is prepared and reviewed. It is then presented to the commissioners for review.

Rough Draft

HWC will prepare a written report summarizing the planning process, community feedback, existing conditions, alternatives considered and recommendations. The report will be in the form of a “PowerPoint” style presentation that will serve as the public presentation and report. Copies of the building assessment and public presentation reports will be attached as an appendix.

Steering Committee Workshop #5 – Review Drafts (Virtual)

For this task, **HWC** will conduct a Steering Committee meeting to review and edit the Rough Draft. This will be a virtual meeting.

Public Presentation

HWC will make one public presentation for the purpose of inviting comment on the draft. **HWC** will provide all presentation materials in either digital or printed format, document the results of the public comments and feedback, and provide a summary of the meeting for the Steering Committee.

Final Report

HWC will update the report based on input received during and following the public presentation. A Final Report will be prepared and distributed.

County Commissioners Presentation

HWC will present the final report and recommendations at one County Commissioners meeting.

Deliverables:

- *Rough Draft (pdf format)*
- *Public Draft (pdf format)*
- *Final Draft (.pdf format)*
- *(1) PowerPoint Presentation*

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

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

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the HWC/the Engineer".
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

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

Activity	Schedule
Phase 1 – Consensus Building and Project Kickoff	Month 1-3
Phase 2 – Identification and Evaluation of Alternatives	Month 3-5
Phase 3 – Report Preparation and Presentation	Month 5-6

APPENDIX "D"

COMPENSATION

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

Activity	Fee	Compensation Type
Adaptive Reuse Plan	\$85,000	Lump Sum

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

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

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

HWC Engineering
2023 Hourly Billing Rates

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

REIMBURSABLE EXPENSES

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

Memorandum of Understanding

This Memorandum of Understanding (MOU) outlines the terms and conditions for a cost-share opportunity between the St. Joseph River Basin Commission (SJRBC) and a local government within the St. Joseph River watershed. The primary objective is to facilitate the installation and operation of water monitoring sensors with real-time data transmission capabilities in strategic locations within the watershed.

1. Purpose:

The purpose of this MOU is to establish a cooperative framework between SJRBC and a local government to acquire and deploy water monitoring equipment for the collection of real-time water level information in streams and water bodies within the St. Joseph River watershed. The data gathered will be instrumental in assessing water availability and other factors relevant to drainage, development, and land use in our communities.

2. Responsibilities:

A. St. Joseph River Basin Commission (SJRBC):

- SJRBC will procure and provide the necessary monitoring equipment, consisting of solar-powered sensors with cellular connectivity for real-time data transmission. SJRBC will own the monitoring equipment.
- SJRBC, at its own expense, will cover the annual service fees for data transmission associated with the monitoring equipment.
- SJRBC will manage the contracts with service providers, ensuring uninterrupted operation and data accessibility.
- SJRBC will secure and coordinate with a contractor to install monitoring equipment and conduct the field measurements necessary to develop stage discharge curves at the selected monitoring sites.

B. Local Governments:

- The local government will be responsible for reimbursing SJRBC for equipment installation and stage discharge curve development at the mutually agreed upon monitoring site(s). These tasks will be carried out by professional hydrologists contracted by the SJRBC.

3. Collaboration:

The success of this collaboration hinges on open communication and coordination between SJRBC and participating local governments. To ensure the efficient implementation of the water

monitoring program, both parties will work closely to identify suitable monitoring locations and select the number of monitoring units.

4. Financial Arrangements:

The purchase, maintenance, and operation of monitoring equipment, along with the contracts with service providers, will be the responsibility of SJRBC. The cost of individual monitoring units is approximately \$1,000 each, with annual service fees currently around \$300 per year.

The local government is responsible for reimbursing the SJRBC for the cost of installation and stage discharge curve development at the agreed upon sites, which is estimated at \$10,000 or less per site and not to exceed \$17,000 in total.

5. Duration:

This MOU is effective upon the date of signing and shall remain in force for a period of five (5) years unless terminated pursuant to this MOU. At the end of the term, this MOU will automatically renew for subsequent one-year terms unless a party provides written notice to the other of the intention not to renew at least thirty (30) days prior to the end of the then-current term.

6. Termination:

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. This MOU will automatically terminate should the County in which the local government is located, or the local government itself (if a member of the SJRBC itself), as applicable, ceases to be a member of the SJRBC. This MOU will automatically terminate should the SJRBC cease to exist in its current form.

Upon Termination of this MOU for any reason, SJRBC will take the necessary steps to terminate any contracts for ongoing services related to this MOU.

7. Compliance With Laws:

The parties shall comply with all state, federal and local laws and regulations applicable to the project described herein, including all environmental and health and safety laws and regulations.

8. Integration; Amendment:

This MOU supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this MOU and constitutes the parties' entire agreement. This MOU may not be altered except by a written instrument signed by authorized representatives of both parties.

9. Waiver:

Neither the failure nor any delay on the part of a party to exercise any right remedy, power or privilege under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

10. Severability:

If any term or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this MOU shall continue in full force and effect unless amended or modified by mutual consent of the parties.

11. Counterparts; Signatures:

This MOU may be separately executed in counterparts by the parties, and the same, when taken together, will be regarded as one original MOU. Electronically transmitted signatures will be regarded as one original MOU. Electronically transmitted signatures will be regarded as original signatures.

12. Authority:

Each undersigned person signing on behalf of his or her respective party certifies that he or she is duly authorized to bind his or her respective party to the terms of this MOU.

13. Governing Law and Venue:

This MOU will be governed by and construed in accordance with the laws of the State of Indiana. The Circuit and Superior Courts of the state of Indiana located in St. Joseph County, Indiana shall have exclusive jurisdiction and venue over any legal action arising out of or relating to this MOU.

14. Attorney's Fees:

The prevailing party in any action to enforce this MOU shall be entitled to their reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed on the date(s) stated below. The parties have read and

understand the foregoing terms of this MOU and do, by their respective signatures hereby agree to its terms.

SJRBC

Local Government

St. Joseph River Basin Commission

By: _____

By: _____

Printed: _____

Printed: _____

Its: President

Its: _____

Date: _____

Date: _____

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

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 9,579,878.28	\$ 256,110.85	\$ 9,835,989.13	\$ 4,143,708.07	\$ 421,424.98	\$ 4,565,133.05	\$ 5,270,856.08
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 1,800,036.34	\$ -	\$ 1,800,036.34	\$ 157,631.07	\$ 7,755.00	\$ 165,386.07	\$ 1,634,650.27
Motor Vehicle Highway	\$ 2,876,930.98	\$ 38,807.13	\$ 2,915,738.11	\$ 1,069,102.09	\$ 111,550.27	\$ 1,180,652.36	\$ 1,735,085.75
Local Road & Street	\$ 273,126.28	\$ 7,779.42	\$ 280,905.70	\$ 11,557.50	\$ -	\$ 11,557.50	\$ 269,348.20
Motor Vehicle Highway Restricted	\$ 326,136.29	\$ 17,435.68	\$ 343,571.97	\$ 149,475.00	\$ -	\$ 149,475.00	\$ 194,096.97
Parks & Recreation Operating	\$ 1,231,326.13	\$ 1,126.63	\$ 1,232,452.76	\$ 864,206.40	\$ 61,159.75	\$ 925,366.15	\$ 307,086.61
LIT Economic Development	\$ 2,823,732.06	\$ 59,459.25	\$ 2,883,191.31	\$ 199,825.12	\$ 31,972.99	\$ 231,798.11	\$ 2,651,393.20
Donation	\$ 198,491.08	\$ 51,485.00	\$ 249,976.08	\$ 30,549.47	\$ 6,392.13	\$ 36,941.60	\$ 213,034.48
Federal Grants Operating	\$ 19,009.09	\$ -	\$ 19,009.09	\$ 19,009.09	\$ -	\$ 19,009.09	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 46,864.00	\$ 478.00	\$ 47,342.00	\$ 300.00	\$ -	\$ 300.00	\$ 47,042.00
Riverboat	\$ 164,275.78	\$ -	\$ 164,275.78	\$ 23,880.00	\$ 8,750.00	\$ 32,630.00	\$ 131,645.78
Local Road & Bridge Matching Grant	\$ 659,172.68	\$ -	\$ 659,172.68	\$ 627,492.39	\$ -	\$ 627,492.39	\$ 31,680.29
Rainy Day	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Hazardous Materials Response	\$ 13,087.57	\$ -	\$ 13,087.57	\$ 1,395.56	\$ -	\$ 1,395.56	\$ 11,692.01
LIT Public Safety	\$ 2,426,958.67	\$ 66,415.42	\$ 2,493,374.09	\$ 960,025.79	\$ 90,927.36	\$ 1,050,953.15	\$ 1,442,420.94
Opioid Settlement Unrestricted	\$ 17,993.04	\$ -	\$ 17,993.04	\$ -	\$ -	\$ -	\$ 17,993.04
Opioid Settlement Restricted	\$ 43,590.68	\$ -	\$ 43,590.68	\$ -	\$ -	\$ -	\$ 43,590.68
Fire Operating	\$ 2,853,819.11	\$ 1,656.75	\$ 2,855,475.86	\$ 1,569,575.25	\$ 162,339.55	\$ 1,731,914.80	\$ 1,123,561.06
Redevelopment General	\$ 673,089.55	\$ -	\$ 673,089.55	\$ -	\$ -	\$ -	\$ 673,089.55
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 133,998.01	\$ -	\$ 133,998.01	\$ -	\$ -	\$ -	\$ 133,998.01
Cumulative Capital Development	\$ 642,731.89	\$ 343.28	\$ 643,075.17	\$ -	\$ -	\$ -	\$ 643,075.17
Park Nonreverting Capital	\$ 147,617.19	\$ 438.70	\$ 148,055.89	\$ 21,896.98	\$ 75.55	\$ 21,972.53	\$ 126,083.36
Park Cumulative Building	\$ 202,112.99	\$ 114.65	\$ 202,227.64	\$ -	\$ -	\$ -	\$ 202,227.64
Local Major Moves Construction	\$ 211,647.78	\$ 920.13	\$ 212,567.91	\$ -	\$ -	\$ -	\$ 212,567.91
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 2,164,829.35	\$ 185,686.19	\$ 2,350,515.54	\$ 1,792,675.79	\$ 263,648.20	\$ 2,056,323.99	\$ 294,191.55
Water Sinking	\$ 657,452.98	\$ 22,750.52	\$ 680,203.50	\$ 276,456.26	\$ -	\$ 276,456.26	\$ 403,747.24
Water Improvement	\$ 2,788,256.36	\$ 55,383.00	\$ 2,843,639.36	\$ 279,804.78	\$ 856.00	\$ 280,660.78	\$ 2,562,978.58
Water Customer Deposit	\$ 90,890.00	\$ 1,200.00	\$ 92,090.00	\$ 20,140.00	\$ 1,010.00	\$ 21,150.00	\$ 70,940.00
Water Construction	\$ 3,731.66	\$ -	\$ 3,731.66	\$ -	\$ -	\$ -	\$ 3,731.66
Wastewater Operating & Maintenance	\$ 3,078,523.90	\$ 290,601.66	\$ 3,369,125.56	\$ 2,588,069.67	\$ 279,174.16	\$ 2,867,243.83	\$ 501,881.73
Wastewater Sinking	\$ 1,212,964.21	\$ 27,849.69	\$ 1,240,813.90	\$ 312,362.50	\$ -	\$ 312,362.50	\$ 928,451.40
Wastewater Improvement	\$ 2,957,547.38	\$ 105,704.00	\$ 3,063,251.38	\$ 821,937.67	\$ 3,408.25	\$ 825,345.92	\$ 2,237,905.46
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 431,955.02	\$ -	\$ 431,955.02	\$ 133,663.32	\$ 12,729.84	\$ 146,393.16	\$ 285,561.86
Payroll Withholding	\$ 3,542,423.91	\$ 335,952.71	\$ 3,878,376.62	\$ 3,513,810.39	\$ 331,116.62	\$ 3,844,927.01	\$ 33,449.61
Escrow	\$ 78,875.00	\$ -	\$ 78,875.00	\$ 23,675.00	\$ 3,000.00	\$ 26,675.00	\$ 52,200.00
TOTAL - CASH FUNDS	\$ 45,874,831.15	\$ 1,527,698.66	\$ 47,402,529.81	\$ 19,612,225.16	\$ 1,797,290.65	\$ 21,409,515.81	\$ 25,993,014.00
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 57,977.19	\$ 4,700.80	\$ 62,677.99	\$ -	\$ -	\$ -	\$ 62,677.99
Moneys on Deposit (interest only) (8)	\$ 950,438.33	\$ 94,875.59	\$ 1,045,313.92	\$ -	\$ -	\$ -	\$ 1,045,313.92
Local Major Moves Construction (2)	\$ 2,648,875.49	\$ 11,769.48	\$ 2,660,644.97	\$ -	\$ -	\$ -	\$ 2,660,644.97
Total of Investments by Funds	\$ 3,657,291.01	\$ 111,345.87	\$ 3,768,636.88	\$ -	\$ -	\$ -	\$ 3,768,636.88
TOTAL - ALL FUNDS	\$ 49,532,122.16	\$ 1,639,044.53	\$ 51,171,166.69	\$ 19,612,225.16	\$ 1,797,290.65	\$ 21,409,515.81	\$ 29,761,650.88

CITY OF ANGOLA

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

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

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
<u>Bank of New York</u>			
Wastewater Sinking - Bond & Interest (20)	\$ 132,083.56	\$ -	\$ 132,083.56
Wastewater Sinking - Debt Service Reserve (20)	\$ 796,367.84	\$ -	\$ 796,367.84
<u>Farmers State Bank</u>			
General Checking (3)	\$ 3,611,166.66	\$ (54,708.15)	\$ 3,556,458.51
General Savings (8)	\$ 21,545,313.92	\$ -	\$ 21,545,313.92
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,252.48	\$ -	\$ 1,252.48
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,062,677.99	\$ -	\$ 1,062,677.99
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 27,148,862.45	\$ (54,708.15)	\$ 27,094,154.30
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 12671			\$ 543.13
Deposit in transit (3) 12672			\$ 297.27
Deposit in transit (3) 12675			\$ 1,103.47
Deposit in transit (3) 12676			\$ 1,635.90
Deposit in transit (3) 12677			\$ 230.70
Deposit in transit (3) 12678			\$ 149.84
Deposit in transit (3) 12679			\$ 1,422.12
Return NSF Marks			\$ (208.32)
			\$ 427.50
Moneys on Deposit (interest only EOM)			\$ (1,107,991.91)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 25,993,014.00
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 3,768,636.88
TOTAL CASH BALANCE AND INVESTMENTS			\$ 29,761,650.88