

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

Monday, February 19, 2024 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Roe _____ McDermid _____

2. Remarks by Mayor Martin
3. Request approval of the February 5 minutes. (attachment)
 - Minutes of the January 2 Board of public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1749-2024. AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN ORDINANCE NO. 1740-2023 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA. (Wise Annexation) (second reading) (attachment)

NEW BUSINESS

1. Open bids for the Community Crossing Project 2023-02.
2. Request approval of the Engagement Letter with Baker Tilly Municipal Advisors for the Water Utility Asset Management Plan in the amount of \$25,000. (attachment)
3. Request approval of the Engagement Letter with Baker Tilly Municipal Advisors for the Sewage Works Asset Management Plan in the amount of \$25,000. (attachment)
4. Request approval of the Mayoral appointment Clay Burkett to the Historical Preservation Commission with a term of 1/1/2024-12/31/2026.
5. Mayor Martin presents the State of the City.

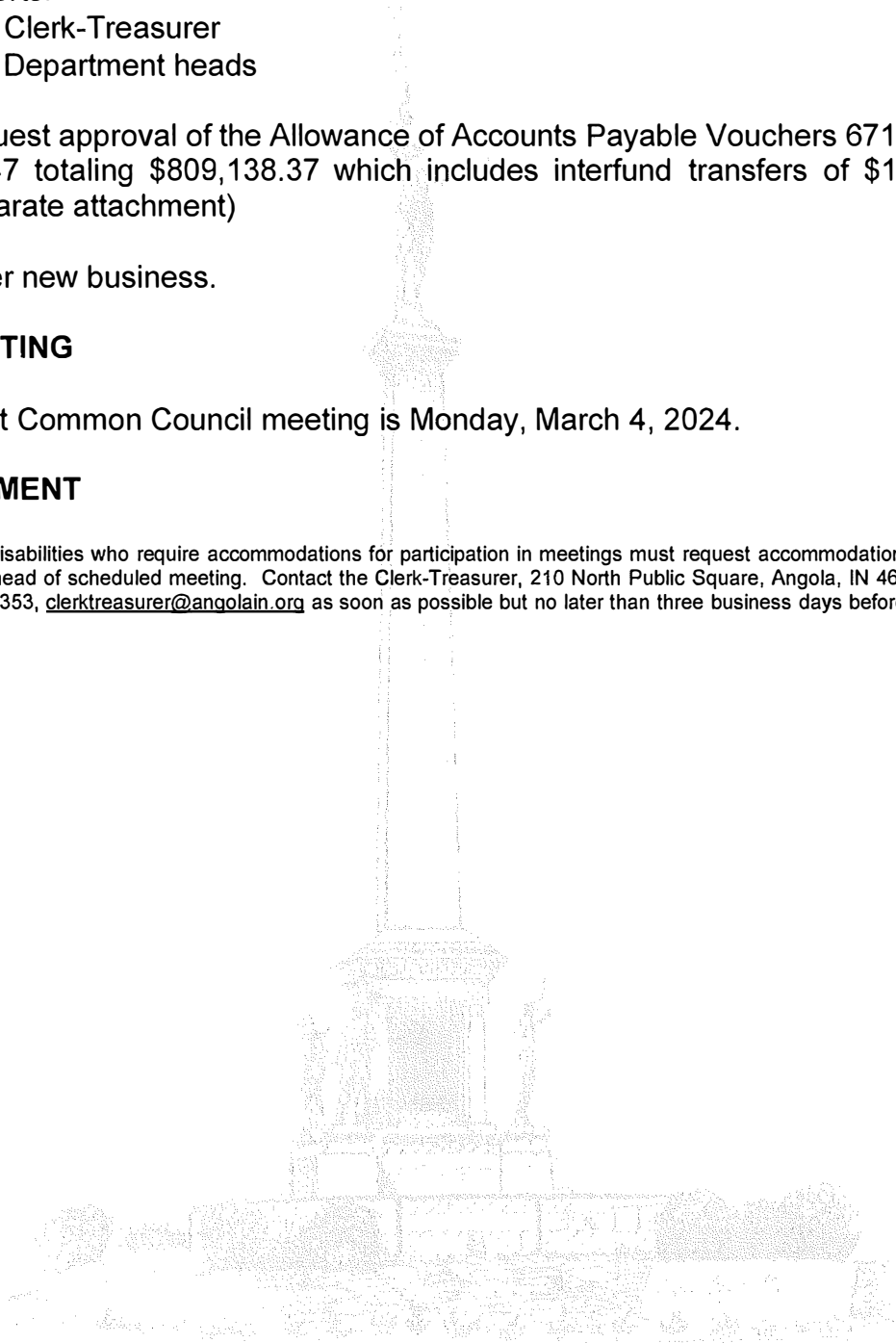
6. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending January 2024 is presented for Council information. (attachment)
7. Reports:
 - Clerk-Treasurer
 - Department heads
8. Request approval of the Allowance of Accounts Payable Vouchers 67185 through 67447 totaling \$809,138.37 which includes interfund transfers of \$105,232.56. (separate attachment)
9. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, March 4, 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.



February 5, 2024

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor David B. Martin presiding. Council Members Randy Coffey, David A. Olson, Jennifer L. Sharkey, David W. Roe, 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, Assistant Street Commissioner Scott Stevens, and , Patrol Officer Allie Curdes.

Also, among those present were Beth Swary of WLKI and Lynn Thompson of the Herald-Republican.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the January 18, 2024 minutes. Council Member Coffey seconded the motion. The motion carried 4-0.

NEW BUSINESS

Ordinance No. 1749-2024, AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN ORDINANCE NO. 1740-2023 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA. (Wise Annexation), was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve carried 5-0.

Resolution No. 2024-867. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, APPROVING APPROPRIATION ENCUMBRANCES FOR 2024, was read by title and presented for Council approval. Council Member Olson moved to approve. Council Member Roe seconded the motion. The motion to approve carried 5-0.

Council Member Coffey moved to approve Mayoral appointments Claudia Camargo and Hope Wilson to the Historic Preservation Commission for the term 1/1/2024- 12/31/2026. Council Member Roe seconded the motion. The motion to approve carried 5-0.

DEPARTMENT HEAD REPORTS

Assistant Street Commissioner Stevens reported that the repairs had been made to the decorative streetlights on East Maumee last week.

City Engineer Cope reported that bid requests had been sent out for 2024 Community Crossings project and will be received and open at the next council meeting. The project includes five streets planned for reconstruction.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 66885 through 67184 totaling \$988,680.79. Council Member Roe seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:08 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

JANUARY 2, 2024

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:50 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid 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, Fire Chief Doug Call, Park Superintendent Matt Hanna, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Systems Administrator Mark Marple, Human Resources Director Sue Essman, Assistant Chief of Police Darrin Taylor, and Assistant Street Commissioner Scott Stevens.

Also, among those present were Common Council Member Randy Coffey and Lynn Thompson of the Herald-Republican.

APPROVAL OF MINUTES

Member Olson moved to approve the December 4, 2023 Minutes. Member McDermid seconded the motion. The motion carried 3-0.


ORDER OF BUSINESS

Member Olson moved to approve the appointment of Cody Glassley to the Angola Police Department as a Patrol Officer with a start date of January 7, 2024. Member McDermid seconded the motion. The motion carried 3-0

Member Olson moved to approve the appointment of Jack Vrana to the Angola Plan Commission for a four-year term ending December 31, 2027. Member McDermid seconded the motion. The motion carried 3-0


ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:52 p.m.



 David B. Martin, Chair

Attest:



 Ryan P. Herbert, Clerk-Treasurer

**AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN
ORDINANCE NO. 1740-2023 EXTENDING AND INCREASING THE
CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA,
PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY
ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE
CITY OF ANGOLA.**

JAMES DONALD WISE, SR. REVOCABLE TRUST

WHEREAS, on October 2, 2023, the City of Angola Common Council (the "Common Council") adopted Ordinance No 1740-2023 (the "Annexation Ordinance"), annexing a certain parcel of real property contiguous to but outside the corporate boundaries of the City of Angola (the "City"); and

WHEREAS, consistent with Indiana law, after the Common Council approved the Annexation Ordinance on October 2, 2023, the Annexation Ordinance was delivered to the Mayor of the City for his consideration and approval, which was granted on October 5, 2023; and

WHEREAS, after the Annexation Ordinance was adopted, it was published in the manner prescribed in Indiana Code §5-3-1 and no appeal was taken within the time allowed in Indiana Code §36-4-3-15.5; and

WHEREAS, the Annexation Ordinance took effect thirty (30) days after its publication pursuant to IC §36-4-3-7(f), and upon the filing required by the provisions of IC §36-4-3-22; and

WHEREAS, the Annexation Ordinance contained an incorrect legal description of the Annexation Area (as defined in the Annexation Ordinance), as a result of a scrivener's error made by the property owners who signed the Petition for Annexation into the City of Angola, Indiana (the "Petition"); and

WHEREAS, the scrivener's error was the inclusion in the Petition of approximately 0.503 acres of real estate that should have been excluded from the legal description incorporated into the Annexation Ordinance; and

WHEREAS, the Common Council now desires to correct the incorrect legal description contained in the Annexation Ordinance to address the property owner's scrivener's error in the Petition by modifying the legal description contained in the Annexation Ordinance; and

WHEREAS, the Common Council desires to amend the Annexation Ordinance by amending the legal description contained therein for the Annexation Area by deleting Exhibit "A" and Exhibit "B" attached to the Annexation Ordinance, and replace the same with the legal description attached to this Ordinance as Exhibit "A" and the map attached to this Ordinance as Exhibit "B".

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference and shall be deemed part of this Ordinance as though fully set forth below.

Section 2. The Common Council hereby amends the Annexation Ordinance by deleting Exhibit “A” and Exhibit “B” attached to the Annexation Ordinance, and replacing the same with Exhibit “A” and Exhibit “B” attached to this Ordinance. All references in the Annexation Ordinance to the “Annexation Area” shall be mean the real estate described on Exhibit “A” of this Ordinance and as depicted on Exhibit “B” of this Ordinance. All other provisions of the Annexation Ordinance not in conflict with or specifically changed by this Ordinance shall remain in full force and effect.

Section 3. The Annexation Ordinance and this Ordinance, along with a copy of the official map attached hereto, shall be recorded in the Office of the Auditor of Steuben County, Indiana; in the Office of the Clerk of the Steuben Circuit Court; in the office of the Board of registration, if one exists; in the in the Office of the Secretary of State; and in the Office of census data established by IC 2-5-1.1-12.2; all pursuant to the provisions of IC §36-4-3-22. Further, the Clerk-Treasurer of the City is hereby further authorized and directed to record this Ordinance in the Office of the Recorder of Steuben County, Indiana.

Section 4. No part of this Ordinance 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 of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Ordinance 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 Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall be of full force and effect from and upon its adoption and in accordance with Indiana.

[SIGNATURE PAGE FOLLOWS]

ORDINANCE NO. 1749-2024

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this _____ day of _____, 2024.

David B. Martin, Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of _____, 2024.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of _____, 2024.

David B. Martin, Mayor

EXHIBIT "A"

ATTACH LEGAL DESCRIPTION OF ANNEXATION AREA
LEGAL DESCRIPTION OF

A PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST, PLEASANT CIVIL TOWNSHIP, STEUBEN COUNTY, INDIANA, WITH REMAINDER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST (BEARINGS BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83) ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 782.81 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 41 SECONDS EAST 45.12 FEET; THENCE NORTH 15 DEGREES 24 MINUTES 40 SECONDS WEST 117.10 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 119.77 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 11 SECONDS WEST 212.15 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 02 SECONDS EAST 61.23 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 36 SECONDS WEST 186.63 FEET; THENCE NORTH 27 DEGREES 04 MINUTES 30 SECONDS WEST 129.15 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 50 SECONDS WEST 199.26 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 22 SECONDS WEST 98.58 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 52 SECONDS WEST 987.93 FEET TO A POINT ON THE SOUTHERLY RIGHTS OF WAYS OF US HIGHWAY 20; THENCE NORTH 89 DEGREES 28 MINUTES 08 SECONDS EAST 203.53 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF 'DOWNEY'S MINOR PLAT'; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 428.14 FEET TO THE SOUTHWEST CORNER OF SAID MINOR PLAT; THENCE NORTH 83 DEGREES 05 MINUTES 12 SECONDS EAST 653.07 FEET ALONG THE SOUTH LINE OF SAID MINOR PLAT TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 302.18 FEET TO THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 20 (DEED RECORD 227 PAGE 546), AT THE NORTHEAST CORNER OF SAID MINOR PLAT; THENCE NORTH 86 DEGREES 48 MINUTES 07 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 669.21 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GOLDEN LAKE ROAD; THENCE SOUTH 07 DEGREES 03 MINUTES 39

SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 116.44 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 456.52 FEET, ARC LENGTH 380.90 FEET WITH A CHORD BEARING SOUTH 13 DEGREES 34 MINUTES 48 SECONDS EAST 369.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 17 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 18.31 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE DEPARTING SAID WEST RIGHT OF WAY OF GOLDEN LAKE ROAD SOUTH 00 DEGREES 52 MINUTES 06 SECONDS EAST ON SAID EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER A DISTANCE OF 2070.18 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 21 MINUTES 32 SECONDS WEST ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 1333.24 FEET BACK TO THE PLACE OF BEGINNING, CONTAINING 78.416 ACRES MORE OR LESS.

THIS LEGAL TAKEN FROM A SURVEY BY WALTER J. DAVID, REGISTERED LAND SURVEYOR, STATE OF INDIANA, DATED DECEMBER 5, 2020. SURVEY #120520-31.

EXCEPTING THEREFROM:

TRACT I

A PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST, PLEASANT TOWNSHIP, STEUBEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 29, MARKED WITH A #5 REBAR STAKE; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST (BEARINGS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM NAD83, INDIANA EAST ZONE) ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 782.81 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 36 MINUTES 41 SECONDS EAST 45.12 FEET TO A #5 REBAR STAKE AT THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED DOCUMENT #15020300 OF THE RECORDS OF THE STEUBEN COUNTY RECORDER; THENCE NORTH 15 DEGREES 24 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF DEED DOCUMENT #15020300, A DISTANCE OF 117.10 FEET TO A #5 REBAR STAKE AT THE NORTHEAST CORNER THEREOF AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST PARALLEL TO THE EAST

LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 70.60 FEET TO A #5 REBAR STAKE; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 120.11 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN DEED DOCUMENT #21050375; THENCE SOUTH 00 DEGREES 48 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF DEED DOCUMENT #21050375, A DISTANCE OF 70.28 FEET TO A POINT ON THE NORTH LINE OF LAND DESCRIBED IN DEED DOCUMENT #15020300; THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 119.78 FEET BACK TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.194 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION TAKEN FROM A SURVEY BY WALTER J. DAVID, RLS NO. S0120, STATE OF INDIANA, DATED JUNE 30, 2023, JOB NO. 23-067.

ALSO EXCEPTING THEREFROM:

TRACT II

A PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST, PLEASANT TOWNSHIP, STEUBEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 29, MARKED WITH A #5 REBAR STAKE; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST (BEARINGS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM NAD83, INDIANA EAST ZONE) ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 782.81 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 36 MINUTES 41 SECONDS EAST 45.12 FEET TO A #5 REBAR STAKE AT THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED DOCUMENT #15020300 OF THE RECORDS OF THE STEUBEN COUNTY RECORDER; THENCE NORTH 15 DEGREES 24 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF DEED DOCUMENT #15020300, A DISTANCE OF 117.10 FEET TO A #5 REBAR STAKE AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 70.60 FEET TO A #5 REBAR STAKE AT THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 120.11 FEET TO THE SOUTHEAST

ORDINANCE NO. 1749-2024

CORNER OF LAND DESCRIBED IN DOCUMENT #19110258; THENCE NORTH 00 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF DOCUMENT #19110258, A DISTANCE OF 54.11 FEET TO A #4 REBAR STAKE AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS EAST 120.37 FEET TO A #5 REBAR STAKE; THENCE SOUTH 00 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 54.26 FEET BACK TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.150 ACRES, MORE OR LESS, SUBJECT TO A 8' BY 8' INGRESS AND EGRESS EASEMENT OUT OF THE NORTHWEST CORNER THEREOF. SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION TAKEN FROM A SURVEY BY WALTER J. DAVID, RLS NO. S0120, STATE OF INDIANA, DATED JUNE 30, 2023, JOB NO . 23-067 .

ALSO EXCEPTING THEREFROM:

TRACT III

A PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST, PLEASANT TOWNSHIP, STEUBEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SECTION 29, MARKED WITH A #5 REBAR STAKE; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST (BEARINGS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM NAD83, INDIANA EAST ZONE) ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 782.81 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 36 MINUTES 41 SECONDS EAST 45.12 FEET TO A #5 REBAR STAKE AT THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED DOCUMENT #15020300 OF THE RECORDS OF THE STEUBEN COUNTY RECORDER; THENCE NORTH 15 DEGREES 24 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF DEED DOCUMENT #15020300, A DISTANCE OF 117.10 FEET TO A #5 REBAR STAKE AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 70.60 FEET TO A #5 REBAR STAKE; THENCE CONTINUING NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 54.26 FEET TO A #5 REBAR STAKE AT THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 23 MINUTES 35 SECONDS

ORDINANCE NO. 1749-2024

WEST 120.37 FEET TO A #4 REBAR STAKE THE NORTHEAST CORNER OF LAND DESCRIBED IN DOCUMENT #19110258; THENCE NORTH 00 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF LAND DESCRIBED IN DEED DOCUMENT #06030186, A DISTANCE OF 57.73 FEET TO A #4 REBAR STAKE AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 29 MINUTES 24 SECONDS EAST 120.65 FEET TO A #5 REBAR STAKE; THENCE SOUTH 00 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 57.54 FEET BACK TO THE BEGINNING OF THIS DESCRIPTION; CONTAINING 0.159 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS OF WAY AND EASEMENTS OF RECORD. ALSO THE RIGHT OF INGRESS AND EGRESS EASEMENT OVER AND ACROSS A STRIP OF LAND EIGHT (8) FEET WIDE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 IN SILVER SIDE RESORT ON SILVER LAKE, AS RECORDED IN PLAT BOOK 2, PAGE 19 OF THE RECORDS OF THE STEUBEN COUNTY RECORDER; THENCE SOUTH 01 DEGREES 03 MINUTES 14 SECONDS EAST (BEARINGS BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, NAD83, INDIANA EAST ZONE) A DISTANCE OF 14.05 FEET TO THE TRUE POINT OF BEGINNING OF THIS INGRESS AND EGRESS EASEMENT DESCRIPTION; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS EAST 112.81 FEET TO THE NORTHEAST CORNER OF DOCUMENT #19110258; THENCE CONTINUING NORTH 89 DEGREES 23 MINUTES 35 SECONDS EAST 8.0 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 11 SECONDS EAST 8.0 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 120.77 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 14 SECONDS WEST 8.0 FEET BACK TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION.

THIS DESCRIPTION IS TAKEN FROM A SURVEY BY WALTER J. DAVID RLS NO. S0120, STATE OF INDIANA DATED JUNE 30, 2023, FILE NO. 23-067.

RE: Asset Management Plan (AMP)

DATE: February 13, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Angola, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services for the Water Utility.

A. Asset Management Plan

1. Using historical and estimated financial information, develop a future multi-year financial model (the Model) covering a period established by the Client (the Planning Period).
2. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Planning Period (the Minimum Balance Requirements) that are consistent with legal requirements as well as good business practices.
3. Assist the Client with the development of assumptions regarding changes to revenue during the Planning Period derived from changes to the customer base, taking into account:
 - a) Prediction of customer growth.
 - b) Trending in system utilization, particularly for customers in the Industrial user class.
4. Assist the Client with the development of estimates of operating expenses for the Planning Period using:
 - a) Data generated by the Client.
 - b) Changes due to inflation that may have an impact during the Planning Period.
 - c) Other increases or decreases in costs due to factors that may materialize during the Planning Period.
5. Analyze the impact of debt service payments on the financial results of the Utility taking into account:
 - a) Existing annual debt service payments by debt issue.
 - b) The potential impact of refinancing and/or restructuring existing debt.
 - c) The potential impact of issuance of new debt.
6. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Planning Period, and develop potential funding plans for capital taking into consideration:
 - a) Scenarios developed for cash funding and debt financing.
 - b) Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.

7. Using the data generated from services defined above, create inputs for the Model to produce estimated fund balances. Analyze the resulting fund balances occurring during the Planning Period to the Minimum Balance Requirements; and,
 - a) Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.
 - b) Identify actions the Client may need to implement to keep in compliance with their Minimum Balance Requirements including, but not limited to, implementing adjustments to rates and charges.
8. Meet with officials of the Client to discuss findings and recommendations.
9. Furnish a report summarizing the results of the Asset Management study.
 - a) If AMP to be used for SRF financing application the AMP will meet SRF requirements.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be Twenty-five Thousand Dollars (\$25,000).

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

RE: Asset Management Plan (AMP)

DATE: February 13, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Angola, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services for the Sewage Works.

A. Asset Management Plan

1. Using historical and estimated financial information, develop a future multi-year financial model (the Model) covering a period established by the Client (the Planning Period).
2. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Planning Period (the Minimum Balance Requirements) that are consistent with legal requirements as well as good business practices.
3. Assist the Client with the development of assumptions regarding changes to revenue during the Planning Period derived from changes to the customer base, taking into account:
 - a) Prediction of customer growth.
 - b) Trending in system utilization, particularly for customers in the Industrial user class.
4. Assist the Client with the development of estimates of operating expenses for the Planning Period using:
 - a) Data generated by the Client.
 - b) Changes due to inflation that may have an impact during the Planning Period.
 - c) Other increases or decreases in costs due to factors that may materialize during the Planning Period.
5. Analyze the impact of debt service payments on the financial results of the Utility taking into account:
 - a) Existing annual debt service payments by debt issue.
 - b) The potential impact of refinancing and/or restructuring existing debt.
 - c) The potential impact of issuance of new debt.
6. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Planning Period, and develop potential funding plans for capital taking into consideration:
 - a) Scenarios developed for cash funding and debt financing.
 - b) Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.

7. Using the data generated from services defined above, create inputs for the Model to produce estimated fund balances. Analyze the resulting fund balances occurring during the Planning Period to the Minimum Balance Requirements; and,
 - a) Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.
 - b) Identify actions the Client may need to implement to keep in compliance with their Minimum Balance Requirements including, but not limited to, implementing adjustments to rates and charges.
8. Meet with officials of the Client to discuss findings and recommendations.
9. Furnish a report summarizing the results of the Asset Management study.
 - a) If AMP to be used for SRF financing application the AMP will meet SRF requirements.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be Twenty-five Thousand Dollars (\$25,000).

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
 MONTH ENDING JANUARY 2024

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 6,777,871.80	\$ 299,930.04	\$ 7,077,801.84	\$ -	\$ 441,654.18	\$ 441,654.18	\$ 6,636,147.66
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	\$ 1,563,151.17	\$ -	\$ 1,563,151.17	\$ -	\$ 9,285.00	\$ 9,285.00	\$ 1,553,866.17
Motor Vehicle Highway	\$ 2,326,129.99	\$ 28,385.37	\$ 2,354,515.36	\$ -	\$ 142,823.09	\$ 142,823.09	\$ 2,211,692.27
Local Road & Street	\$ 277,465.28	\$ 7,597.40	\$ 285,062.68	\$ -	\$ -	\$ -	\$ 285,062.68
Motor Vehicle Highway Restricted	\$ 211,367.79	\$ 15,908.84	\$ 227,276.63	\$ -	\$ -	\$ -	\$ 227,276.63
Parks & Recreation Operating	\$ 651,963.70	\$ 1,500.00	\$ 653,463.70	\$ -	\$ 69,980.00	\$ 69,980.00	\$ 583,483.70
LIT Economic Development	\$ 2,624,568.89	\$ 63,440.33	\$ 2,688,009.22	\$ -	\$ 11,196.36	\$ 11,196.36	\$ 2,676,812.86
Donation	\$ 169,533.71	\$ 15,250.00	\$ 184,783.71	\$ -	\$ 5,469.26	\$ 5,469.26	\$ 179,314.45
Federal Grants Operating	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 47,502.00	\$ 992.08	\$ 48,494.08	\$ -	\$ -	\$ -	\$ 48,494.08
Riverboat	\$ 131,645.78	\$ -	\$ 131,645.78	\$ -	\$ -	\$ -	\$ 131,645.78
Local Road & Bridge Matching Grant	\$ 31,680.29	\$ -	\$ 31,680.29	\$ -	\$ -	\$ -	\$ 31,680.29
Rainy Day	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Hazardous Materials Response	\$ 11,692.01	\$ -	\$ 11,692.01	\$ -	\$ -	\$ -	\$ 11,692.01
LIT Public Safety	\$ 1,379,378.30	\$ 70,553.50	\$ 1,449,931.80	\$ -	\$ 98,739.92	\$ 98,739.92	\$ 1,351,191.88
Opioid Settlement Unrestricted	\$ 17,993.04	\$ -	\$ 17,993.04	\$ -	\$ -	\$ -	\$ 17,993.04
Opioid Settlement Restricted	\$ 45,481.21	\$ -	\$ 45,481.21	\$ -	\$ -	\$ -	\$ 45,481.21
Fire Operating	\$ 1,887,289.62	\$ -	\$ 1,887,289.62	\$ -	\$ 202,263.64	\$ 202,263.64	\$ 1,685,025.98
Redevelopment General	\$ 748,893.20	\$ -	\$ 748,893.20	\$ -	\$ -	\$ -	\$ 748,893.20
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 142,422.25	\$ -	\$ 142,422.25	\$ -	\$ -	\$ -	\$ 142,422.25
Cumulative Capital Development	\$ 768,007.45	\$ -	\$ 768,007.45	\$ -	\$ -	\$ -	\$ 768,007.45
Park Nonreverting Capital	\$ 112,109.56	\$ 326.35	\$ 112,435.91	\$ -	\$ 29.59	\$ 29.59	\$ 112,406.32
Park Cumulative Building	\$ 243,955.02	\$ -	\$ 243,955.02	\$ -	\$ -	\$ -	\$ 243,955.02
Local Major Moves Construction	\$ 213,488.04	\$ 920.13	\$ 214,408.17	\$ -	\$ -	\$ -	\$ 214,408.17
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 446,626.41	\$ 177,894.15	\$ 624,520.56	\$ -	\$ 278,220.69	\$ 278,220.69	\$ 346,299.87
Water Sinking	\$ 426,497.76	\$ 22,750.52	\$ 449,248.28	\$ -	\$ 136,503.13	\$ 136,503.13	\$ 312,745.15
Water Improvement	\$ 2,566,897.24	\$ 134,256.00	\$ 2,701,153.24	\$ -	\$ 4,608.00	\$ 4,608.00	\$ 2,696,545.24
Water Customer Deposit	\$ 70,760.00	\$ 2,200.00	\$ 72,960.00	\$ -	\$ 1,270.00	\$ 1,270.00	\$ 71,690.00
Water Construction	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00
Wastewater Operating & Maintenance	\$ 582,804.91	\$ 266,078.64	\$ 848,883.55	\$ -	\$ 373,718.93	\$ 373,718.93	\$ 475,164.62
Wastewater Sinking	\$ 956,306.39	\$ 18,717.67	\$ 975,024.06	\$ -	\$ 143,806.25	\$ 143,806.25	\$ 831,217.81
Wastewater Improvement	\$ 2,312,706.96	\$ 192,137.00	\$ 2,504,843.96	\$ -	\$ 4,608.00	\$ 4,608.00	\$ 2,500,235.96
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 266,467.10	\$ -	\$ 266,467.10	\$ -	\$ 14,115.36	\$ 14,115.36	\$ 252,351.74
Payroll Withholding	\$ 45,843.95	\$ 364,322.61	\$ 410,166.56	\$ -	\$ 375,508.51	\$ 375,508.51	\$ 34,658.05
Escrow	\$ 49,400.00	\$ 200.00	\$ 49,600.00	\$ -	\$ -	\$ -	\$ 49,600.00
TOTAL - CASH FUNDS	\$ 29,609,686.73	\$ 1,683,360.63	\$ 31,293,047.36	\$ -	\$ 2,313,799.91	\$ 2,313,799.91	\$ 28,979,247.45
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 4,844.48	\$ 4,614.48	\$ 9,458.96	\$ -	\$ -	\$ -	\$ 9,458.96
Moneys on Deposit (interest only) (8)	\$ 98,142.72	\$ 94,655.52	\$ 192,798.24	\$ -	\$ -	\$ -	\$ 192,798.24
Local Major Moves Construction (2)	\$ 2,672,867.29	\$ 12,274.45	\$ 2,685,141.74	\$ -	\$ -	\$ -	\$ 2,685,141.74
Total of Investments by Funds	\$ 2,775,854.49	\$ 111,544.45	\$ 2,887,398.94	\$ -	\$ -	\$ -	\$ 2,887,398.94
TOTAL - ALL FUNDS	\$ 32,385,541.22	\$ 1,794,905.08	\$ 34,180,446.30	\$ -	\$ 2,313,799.91	\$ 2,313,799.91	\$ 31,866,646.39

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 JANUARY 2024**

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)	\$ 27,898.61	\$ -	\$ 27,898.61
Wastewater Sinking - Debt Service Reserve (20)	\$ 803,319.20	\$ -	\$ 803,319.20
<u>Farmers State Bank</u>			
General Checking (3)	\$ 6,669,668.23	\$ (27,246.24)	\$ 6,642,421.99
General Savings (8)	\$ 20,692,798.24	\$ -	\$ 20,692,798.24
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,252.58	\$ -	\$ 1,252.58
<u>Trust Indiana</u>			
Moneys on Deposit (2)	\$ 1,009,458.96	\$ -	\$ 1,009,458.96
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 29,204,395.82	\$ (27,246.24)	\$ 29,177,149.58
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 12845			\$ 134.24
Deposit in transit (3) 12846			\$ 488.12
Deposit in transit (3) 12849			\$ 100.00
Deposit in transit (3) 12850			\$ 979.86
Deposit in transit (3) 12851			\$ 325.00
Deposit in transit (3) 12852			\$ 213.35
Deposit in transit (3) 12853			\$ 100.00
Deposit in transit (3) 12854			\$ 873.87
Invoice Cloud Return NSF (Seward)			\$ (109.37)
Moneys on Deposit (interest only EOM)			\$ (202,257.20)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 28,979,247.45
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 2,887,398.94
TOTAL CASH BALANCE AND INVESTMENTS			\$ 31,866,646.39