

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

**Monday, September 16, 2024 – 7:00 p.m.**

**CALL TO ORDER BY MAYOR PRO TEM OLSON**

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

Coffey \_\_\_\_\_ Olson \_\_\_\_\_ Sharkey \_\_\_\_\_ Roe \_\_\_\_\_ McDermid \_\_\_\_\_

2. Request approval of the September 3 and 6 minutes. (attachment)

**UNFINISHED BUSINESS**

1. Ordinance No. 1762-2024. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 13 PUBLIC SERVICES, CHAPTER 13.10 SEWER. (third reading) (attachment)
2. Ordinance No. 1763-2024. AN ORDINANCE REPEALING SECTION 10.15.160, PROHIBITED TURNS, OF THE CITY OF ANGOLA MUNICIPAL CODE. (second reading) (attachment)
3. Other unfinished business.

**NEW BUSINESS**

1. Ordinance No. 1764-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (2500 N Wayne St) (first reading) (attachment)
2. Ordinance No. 1765-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1030 S Wayne St) (first reading) (attachment)
3. Resolution No. 2024-873. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE ARP CORONAVIRUS FISCAL RECOVERY FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (attachment)
4. Request approval of the Management and Development Agreements between the City of Angola and the YMCA of Steuben County, Inc. for the Sheets Family Park. (attachment)

- Memorandum of Understanding between the Angola Parks and Recreation Department, YMCA of Steuben County, and the Steuben County Community Foundation regarding the Sheets Family Park is presented for Council information (attachment)
5. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending August 2024 is presented for Council information. (attachment)
  6. Reports:
    - Clerk-Treasurer
    - Department heads
  7. Request approval of the Allowance of Accounts Payable Vouchers 70525 through 70745 totaling \$822,247.97 which includes interfund transfers of \$104,087.56. (separate attachment)
  8. Other new business.

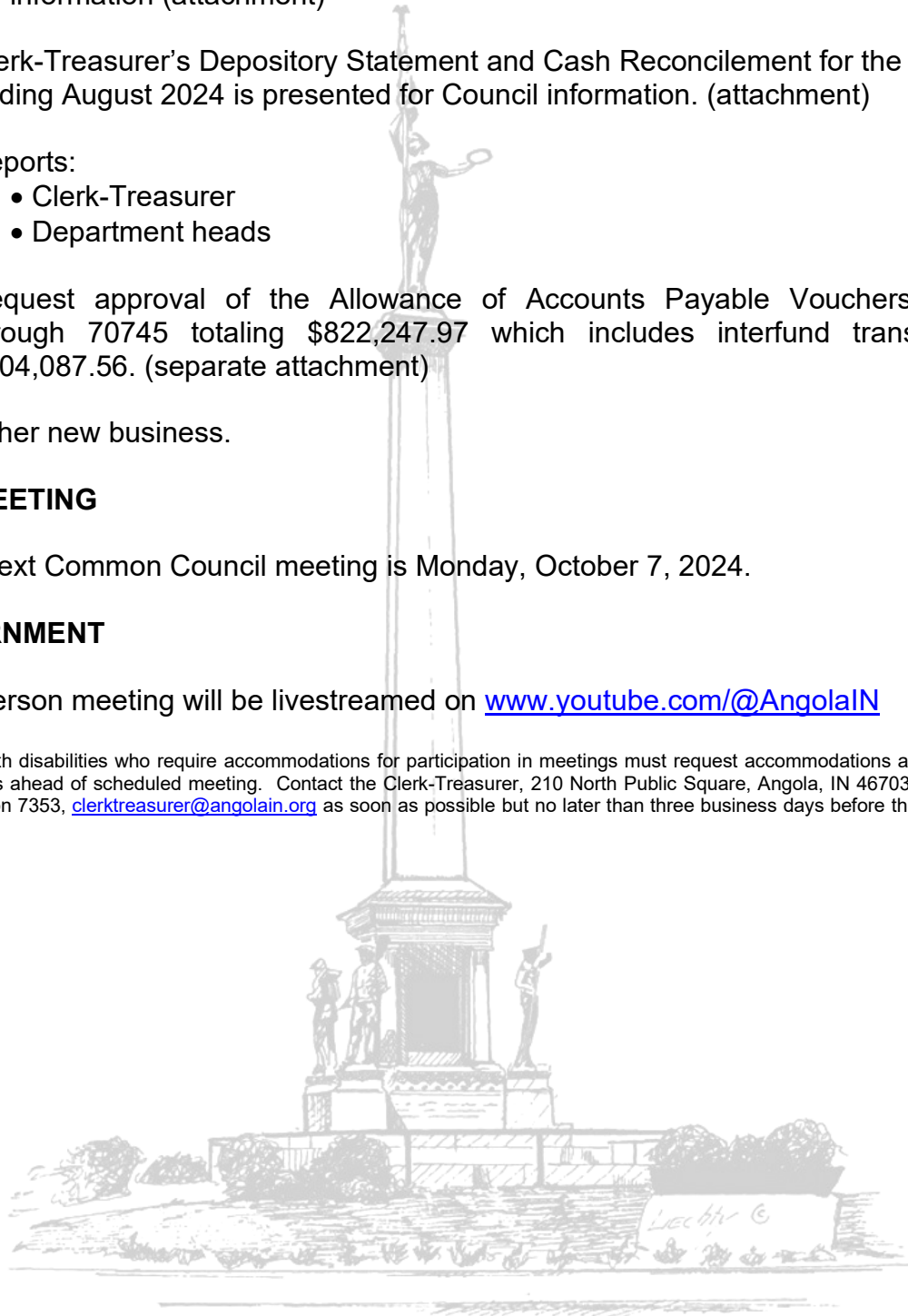
## **NEXT MEETING**

The next Common Council meeting is Monday, October 7, 2024.

## **ADJOURNMENT**

This in-person meeting will be livestreamed on [www.youtube.com/@AngolaIN](http://www.youtube.com/@AngolaIN)

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



## **September 3, 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, Police Chief Ken Whitmire, Fire Chief Doug Call, Wastewater Superintendent Jeff Gaff, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, Information Technology Director Mark Marple, Assistant Street Commissioner Scott Stevens, Human Resources Director Sue Essman, and Deputy Clerk Stephanie Dean.

Also present were Trent Kuster and Carmyn Hottell.

### APPROVAL OF THE MINUTES

Council Member Olson moved to approve the August 19, 2024 minutes. Council Member Coffey seconded the motion. The motion carried 5-0.

### UNFINISHED BUSINESS

Ordinance No. 1760-2024, AN ORDINANCE FIXING COMPENSATION OF ELECTED OFFICIALS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2025, was read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve carried 5-0.

Ordinance No. 1761-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA (3076 S 150 W) was read by title and presented to Council on second reading. Council Member Olson having reviewed the findings of the Plan Commission and taking into account the comprehensive plan, current conditions and character of the structures and uses in each district, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member Roe seconded the motion. The motion carried 5-0. Ordinance No. 1761-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA (3076 S 150 W) was then read by title and presented to Council on third and final reading. Council Member Olson having reviewed the findings of the Plan Commission and taking into account the comprehensive plan, current conditions and character of the structures and uses in each district, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member McDermid seconded the motion. The motion to approve carried 5-0.

Ordinance No. 1762-2024, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 13 PUBLIC SERVICES, CHAPTER 13.10 SEWER, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion carried 5-0.

#### NEW BUSINESS

Ordinance No. 1763-2024, AN ORDINANCE REPEALING SECTION 10.15.160, PROHIBITED TURNS, OF THE CITY OF ANGOLA MUNICIPAL CODE, was read by title and presented to Council for first reading. Council Member Roe moved to approve. Council Member Coffey seconded the motion. The motion carried 5-0.

Mayor Martin presented the 2025 Budget. A budget work session was scheduled for Friday September 6 9:00 a.m. at City Hall

Clerk-Treasurer Herbert presented the 2024 Budget Management Report which is presented annually in conjunction with the budget presentation. The report give historical, current, and projected financial information for the city governmental funds.

#### DEPARTMENT HEAD REPORTS

City Engineer Cope reported that there will be a public meeting for the Pokagon Utility Project at City Hall on Tuesday September 10<sup>th</sup> at 6:00 p.m.

#### APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Coffey moved to approve the Allowance of Accounts Payable Vouchers 70329 through 70524 totaling \$1,040,729.63. Council Member McDermid seconded the motion. The motion carried 5-0.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:27 p.m.

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David B. Martin, Mayor  
Presiding Officer

Attest:

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Ryan P. Herbert, Clerk-Treasurer

**September, 6 2024**

The special meeting of the Common Council of the City of Angola, Indiana was called to order at 9:00 a.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 Retha Hicks, Police Chief Ken Whitmire, Fire Chief Doug Call, Wastewater Superintendent Jeff Gaff, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, Information Technology Director Mark Marple, Assistant Street Commissioner Scott Stevens, Water Operator Mitch Sattison, and Human Resources Director Sue Essman.

Also present was Randy Coffey.

The purpose of this meeting was a budget work session for the 2025 Budget. Mayor Martin tabbed through the recommended budget page by page for each department allowing for questions and comments. No action was taken by Council.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 9:42 a.m.

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David B. Martin, Mayor  
Presiding Officer

Attest:

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Ryan P. Herbert, Clerk-Treasurer

**ORDINANCE NO. 1762-2024**

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,  
TITLE 13 PUBLIC SERVICES, CHAPTER 13.10 SEWER**

BE IT ORDAINED by the Common Council of the City of Angola, Indiana that the Angola Municipal Code, Title 13 Public Services, Chapter 13.10 Sewer is amended by the text of existing provisions in this style type, additions in **this style type**, and deletions ~~this style type~~:

Section 1. 13.10.150 Authority and other jurisdictions is amended to read as follows:

(A) Responsibility of the city.

- (1) Except as otherwise provided herein, the Superintendent shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Superintendent may be delegated by the Superintendent to other city personnel
- (2) The city shall attempt to notify in writing any industrial user whom he/she has cause to believe is subject to a categorical pretreatment standard or requirement, or other applicable requirements promulgated by the EPA under the provisions of Section 204(b) or 405 of the Act, or under the provisions of sections 3001, 3004, or 4004 of the Solid Waste Disposal Act. Failure of the city to so notify industrial users shall not relieve said industrial users from the responsibility of complying with applicable requirements. It is the responsibility of significant industrial user to apply for and receive a permit prior to discharge, whether the industrial user has been identified and formally requested to do so.
- (3) If wastewaters containing any pollutant, including excess flow, or as otherwise defined in this chapter, are discharged or proposed to be discharged to the POTW, the city may take any action necessary to:
  - (a) Prohibit the discharge of such wastewater;
  - (b) Require an industrial user to demonstrate that in-plant facility modifications will reduce or eliminate the discharge of such substances in conformity with this chapter;
  - (c) Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the potential for a discharge to violate this chapter;
  - (d) Require the industrial user making, causing or allowing the discharge to pay any additional cost or expense incurred by the city for handling, treating, disposing or remediation costs because of wastes discharged to the wastewater treatment system; **and for administering the pretreatment requirements;**
  - (e) Require the industrial user to apply for and obtain a permit;
  - (f) Require timely and factual reports from the industrial user responsible for such discharge; or
  - (g) Take such other action as may be necessary to meet the objectives of

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this chapter.

(B) Additional city authorities. In addition to the overall authority to control the discharge of wastewater to the POTW, the city shall have the following authorities:

- (1) Take enforcement and issue fines and penalties for violations of this chapter, including the failure of an industrial user to apply for a permit.
- (2) Endangerment to health or welfare of the community: The city, through other than a formal notice to the affected industrial user, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW of the city or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.
- (3) Endangerment to Environment or Treatment Works. The city, after written notice to the discharger may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.
- (4) The discharges referred to above may be halted or prevented without regard to the compliance of the discharge with other provisions of this Chapter.

(C) Regulation of industrial users from outside jurisdictions.

- (1) In order for the city to effectively implement and enforce pretreatment standards and requirements for all industrial users discharging to the POTW and as required by 40 CFR Section 403.8(f), the city shall enter into intergovernmental agreements (IGA) with contributing jurisdictions. Prior agreements shall be unaffected by these requirements until the city determines that modifications are necessary.
- (2) Prior to entering an IGA, the city shall be provided the following information from the contributing jurisdiction:
  - (a) A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction;
  - (b) An inventory of all sources of indirect discharge located within the contributing jurisdiction that are discharging to the POTW; and
  - (c) Such other information as the city may deem necessary.
- (3) The IGA may contain the following conditions:
  - (a) A requirement for the contributing jurisdiction to adopt a sewer use ordinance or rules which specifically require that all non-domestic users shall be under the jurisdiction of this chapter for the purposes of implementation and enforcement of pretreatment standards and requirements;
  - (b) A requirement for the contributing jurisdiction to submit an updated

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- user inventory on at least an annual basis;
- (c) A provision specifying that the city shall be delegated full responsibility for implementation and enforcement of the pretreatment program unless otherwise agreed to and specified in the IGA;
- (d) A requirement for the contributing jurisdiction to provide the city with access to all information that the contributing jurisdiction obtains regarding effluent quantity and quality from non-domestic users;
- (e) Requirements for monitoring the contributing jurisdiction's discharge; and
- (f) A provision specifying remedies available for breach of the terms of the IGA.

Penalty: See AMC 13.10.610.

Section 2. 13.10.160 Prohibited discharges is amended to read as follows:

(A) General prohibitions. An industrial user may not introduce into a POTW any pollutant(s) which cause pass through or interference. These general prohibitions and the specific prohibitions in paragraph (B) of this section apply to each industrial user introducing pollutants into a POTW whether or not the industrial user is subject to other pretreatment standards or requirements.

(B) Specific prohibitions. It shall be unlawful for any industrial user to discharge or deposit or cause or allow to be discharged or deposited into the wastewater treatment system of the City any wastewater which contains the following:

- (1) **Wastewater having a temperature greater than 150 degrees F (65 degrees C) at the point of discharge, or heat** ~~Heat~~ in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F) unless the approval authority, upon request of the POTW, approves alternate temperature limits.
- (2) Waters or wastes containing free or floating oil and grease, or any discharge containing animal fat or grease by-product in excess of 100 mg/L unless the industrial user has installed treatment as required by the city.
- (3) Pollutants which create a fire or explosion hazard in the POTW. More specifically, no industrial user shall discharge any waste stream with a closed cup flashpoint of less than sixty (60) degrees Celsius (140 degrees Fahrenheit) using the test methods specified in 40 CFR Section 261.21. The Superintendent may require industrial users with the potential to discharge flammable, combustible or explosive substances to install and maintain an approved combustible gas detection meter or explosion hazard meter. No two successive readings on an explosion hazard meter at the point of discharge shall be more than five percent (5%), nor any one reading more than ten percent (10%), of the



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- Lower Explosive Limit (LEL) of the meter.
- (4) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
  - (5) Garbage that has not been properly ground.
  - (6) Ashes, cinders, sand, mud, straw, shavings, wood, metal, glass, rags, feathers, tar, plastics, paunch manure, butchers' offal or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage system or the wastewater treatment plant.
  - (7) Waters or wastes having a pH lower than five (5.0) or having any other corrosive property capable of causing damage or posing hazards to the structures, equipment or personnel of the sewage works.
  - (8) Solid or viscous substances which may cause obstruction in the sewage system or otherwise cause Interference to the POTW.
  - (9) Any radioactive wastes or isotopes of such a half-life or concentration that they do not comply with limits established by the city or other regulations set forth by the Indiana Department of Environmental Management, State of Indiana or that violates any federal standards.
  - (10) Any pollutant, including oxygen demanding pollutants (CBOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause pass through or interference with the POTW.
  - (11) Any waters or wastes containing suspended solids of such character and quantity that unusual provision, attention or expense would be required to handle such materials at the wastewater treatment plant, its pumping stations or other facilities.
  - (12) Stormwater drainage from ground resulting in infiltration and inflow (I & I) through the industrial user's service line(s), surface, roof drains, catch basins, unroofed area drains (e.g. commercial car washing facilities) or any other source unless otherwise approved by the Superintendent. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the city's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction activities.
  - (13) A slug discharge as defined in §13.10.020.
  - (14) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
  - (15) Trucked or hauled pollutants except as authorized by the Superintendent and only at discharge points designated by the Superintendent.
  - (16) Any pollutant directly into a manhole or other opening in the POTW unless

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specifically authorized by the city or as otherwise permitted under this chapter. Prohibited is the opening of a manhole or discharging into any opening in violation of this chapter.

- (17) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.
- (18) Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees (32°) Fahrenheit (0° Celsius) and one hundred fifty degrees (150°) Fahrenheit (65.5° Celsius).
- (19) Any wastes containing detergents, surface-active agents, or other substances in concentrations which cause excessive foaming in the POTW or cause or contribute to interference or pass through.
- (20) Any water contaminated as a result of discharge from aboveground and/or underground gasoline, diesel fuels, fuel oil, kerosene, jet fuel tanks, tank accessories, and/or pipelines without applying for and obtaining a permit prior to discharge.
- (21) Any pollutant or wastewater containing pollutants with UV (254 nm) absorbing substances which causes interference with UV disinfection at the treatment plant.

(C) Wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW except as authorized by an industrial user permit and/or this chapter. If the industrial user has a pretreatment facility, all floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility or to sumps or tanks that do not have the potential for a discharge to the POTW before connecting with the POTW. The city may require other industrial users to contain or collect wastewater from floor drains to protect the POTW and meet the objectives of this chapter.

(D) Specific Discharge Limitations. It shall be unlawful for any significant industrial user or other permitted non-significant industrial user to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this section.

- (1) Dilution is prohibited as a substitute for treatment and shall be a violation of this chapter. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.
- (2) No significant industrial user or other permitted non-significant industrial user shall discharge wastewater that exceeds the following limits:

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MAXIMUM CONTRIBUTION <sup>1</sup>

POLLUTANT	SYMBOL	Daily Maximum mg/L
Arsenic	As	0.10
Barium	Ba	2.00
Cadmium	Cd	0.20
Chromium	Cr	3.00
Chromium(III)	Cr(III)	2.00
Chromium(VI)	Cr(VI)	1.00
Copper	Cu	2.00
Cyanide	CN	1.00
Iron	Fe	5.00
Lead	Pb	<del>0.02</del> <b>0.20</b>
Manganese	Mn	0.40
Mercury	Hg	0.01
Molybdenum	Mo	0.10 <sup>2</sup>
Nickel	Ni	2.00
Phenol	--	1.00
Phosphate	PO <sub>4</sub>	10.00
Selenium	Se	0.02
Silver	Ag	0.20
Sulfide (as S)		10.00
Tin	Sn	2.00

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Zinc	Zn	2.00
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<sup>1</sup> All pollutants shown in the Table are total.

<sup>2</sup> The concentration-based limit for molybdenum shall apply to all industrial dischargers where non-molybdenum based substitutes or alternatives are available. For those industries where molybdenum containing chemicals are not used but have molybdenum in their waste stream as a byproduct of a finishing process and the concentration-based limit is unachievable, the Wastewater Superintendent may impose an industry specific mass-based limit that at no time shall exceed 0.08 lbs./day of molybdenum.

- (3) Categorical Pretreatment Standards found in 40 CFR chapter I, subchapter N, parts 405–471 are hereby incorporated by reference. All industrial users subject to a categorical pretreatment standard shall comply with all requirements of such standard and shall also comply with any limitations contained in this chapter. Where the same pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards shall be the timeframe specified in the applicable categorical pretreatment standard.
- (4) The city may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of this chapter.

Penalty: See AMC 13.10.610.

Section 3. 13.10.220 Exclusion of certain wastes – Prior approval for certain wastes is amended to read as follows:

(A) Exclusion of Certain Wastes. Provision is made for the exclusion of industrial wastes by the Board of Public Works:

- (1) For all industrial wastes;
- (2) For certain industrial wastes which because of their constituents (toxicity, acidity and the like) impair the functioning of the wastewater treatment plant; and
- (3) For temporary exclusion of all or certain industrial wastes when conditions are such that NPDES permit restrictions cannot be met.

(B) Prior Approval for Certain Wastes. Review and acceptance by the Superintendent shall be obtained prior to the discharge into the public sewers by any person of sewage wastes that have:

- (1) A CBOD greater than 200 mg/l;
- (2) A total suspended solids content greater than 250 mg/l; or

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(3) Other contaminants or characteristics which, from their nature or quantity, might be harmful to the structures, processes or operations of the sewage works or to health, whether by themselves or through interaction with other wastes in the public sewers.

**(C) Right to Accept or Refuse Wastes. Nothing in this chapter shall limit the ability of the city to accept or deny any new or increased discharges from any indirect discharger.**

Penalty: See AMC 13.10.610.

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

DULY PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_ day of September 2024 by the vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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David B. Martin, Mayor  
Presiding Officer

Attest:

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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 September 2024.

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Ryan P. Herbert, Clerk-Treasurer

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

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David B. Martin, Mayor

**AN ORDINANCE REPEALING SECTION 10.15.160, PROHIBITED TURNS,  
OF THE CITY OF ANGOLA MUNICIPAL CODE**

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana:

Section 1. Section 10.15.160, Prohibited Turns, is repealed.

Section 2. Section 10.15.160, Prohibited Turns reads as follows:

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

<i>Street</i>	<i>Unauthorized Turn</i>
West Broad Street	Left turn onto North Wayne Street

Section 3. Effective date.

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

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

\_\_\_\_\_  
David B. Martin, Mayor

Attest:

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

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

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

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

\_\_\_\_\_  
David B. Martin, Mayor

**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 approximately 35.286-acre of land to Medium to Large General Commercial (C2) District. The Parcel ID 760614000005000012 is located at 2500 N Wayne Street.

**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 September 09, 2024, held a legally advertised Public Hearing; and

**WHEREAS**, the City of Angola Plan Commission, on September 09, 2024, heard input from the public and unanimously forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

**THAT**, the Zoning Map of the City of Angola shall be amended in the following manner:

*The 35.286-acre parcel located at 2500 N Wayne Street. The legal description is attached hereto as Exhibit A.*

*The aforementioned tract of land shall officially be changed to the Medium to Large General Commercial (C2) 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. 1764-2024**

**PASSED AND ADOPTED** by the Common Council of the City of Angola, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
David B. Martin, Mayor

Attest:

\_\_\_\_\_  
Ryan Herbert, Clerk-Treasurer

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

\_\_\_\_\_  
Ryan 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



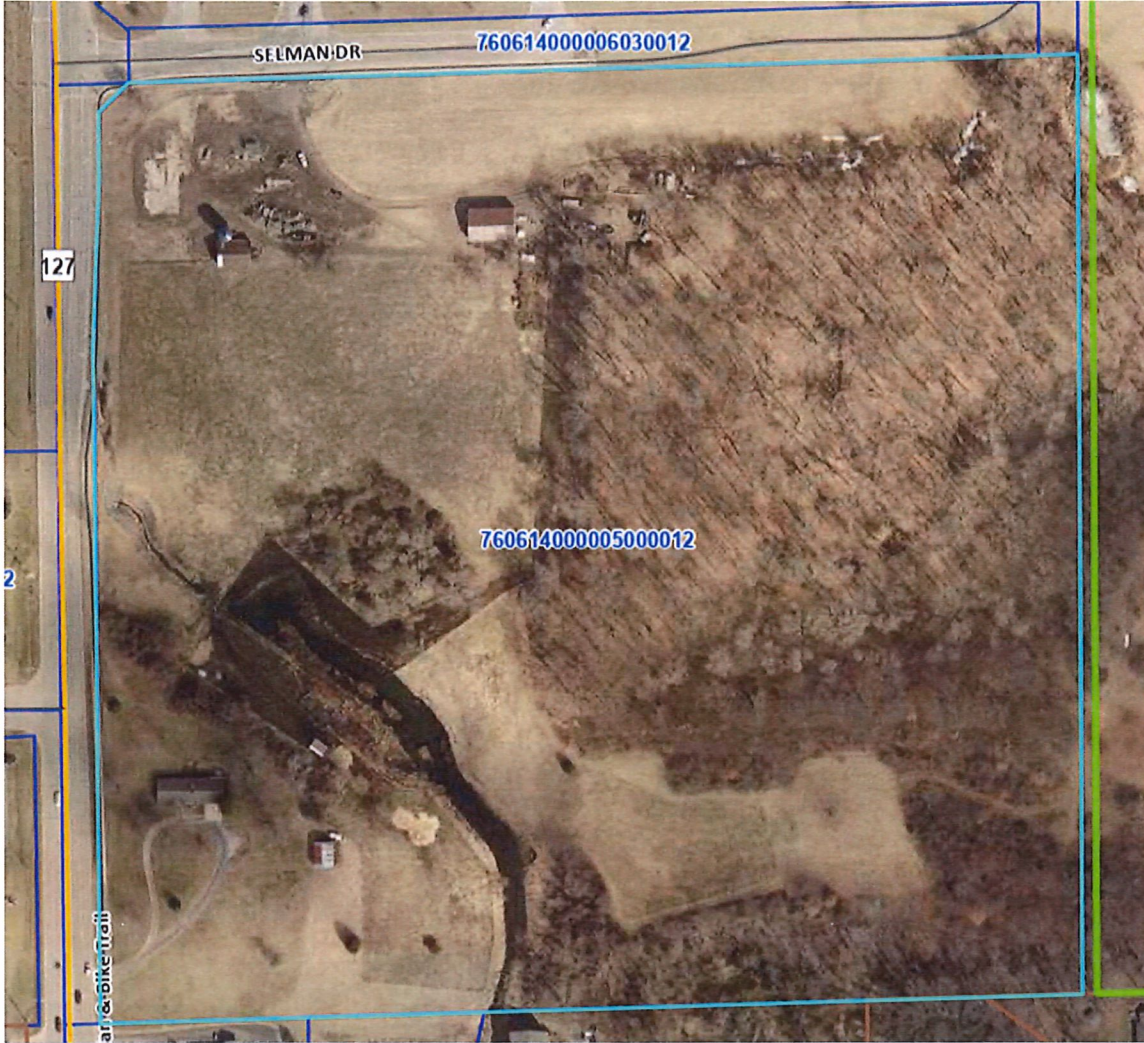
**Exhibit A**

**Legal Description**

A part of the Northeast Quarter of Section 14, Township 37 North, Range 13 East, Steuben County, Indiana, more particularly described as follows:

Commencing at the Center of Section of said Section 14, being marked by a 1-inch rod in concrete; thence North 88 degrees 21 minutes 23 seconds East (geodetic bearing and basis for all bearings this description), on and along the South line of a 1.457 acre tract of land conveyed to the State of Indiana, by Document Number 0106-0946, also being on and along the South line of said Northeast Quarter, a distance of 50.01 feet to the Southeast corner of said 1.457 acre tract, being marked by a Mag Nail in an asphalt trail; thence on and along the Easterly lines of said 1.457 acre tract of land, also being the Easterly Right-of-way line of State Road 127, locally known as North Wayne Street, the following courses and distances: North 00 degrees 39 minutes 37 seconds West, a distance of 875.13 feet to a Mag Nail in an asphalt trail; thence North 01 degrees 47 minutes 40 seconds East, a distance of 210.40 feet to a Mag Nail in an asphalt trail; thence North 00 degrees 39 minutes 37 seconds West, a distance of 91.01 feet to a Mag Nail in an asphalt trail; thence North 44 degrees 56 minutes 27 seconds East, a distance of 53.82 feet to the Northeast corner of said 1.457 acre tract, said point being on the South line of a 1.854 acre tract conveyed to the City of Angola by Document Number 0103-0061, being marked by a Mag Nail in a concrete trail; thence North 88 degrees 20 minutes 28 seconds East, on and along the South line of said 1.854 acre tract, also being the South Right-of-way line of Selman Drive, a distance of 1153.42 feet to the Southeast corner of said 1.854 acre tract, being marked by a 5/8-inch diameter rebar with an identification cap stamped "FORESIGHT"; thence North 88 degrees 26 minutes 31 seconds East, on and along the South line of a 41.154 acre tract of land conveyed to Meijer Stores Limited Partnership by Document Number 0102-0115, a distance of 69.84 feet to the Southeast corner of said 41.154 acre tract, being marked by a 5/8-inch diameter rebar with an identification cap stamped "FORESIGHT"; thence South 00 degrees 31 minutes 39 seconds East, along the Southerly projection of the East line of said 41.154 acre tract, a distance of 1213.44 feet to the South line of said Northeast Quarter; thence South 88 degrees 21 minutes 23 seconds West, on and along the South line of said Northeast Quarter, a distance of 1267.91 feet to the Point of Beginning, containing 35.286 acres, more or less, being subject to and/or together with all easements and rights-of-way of record.

Exhibit B





**CITY OF ANGOLA INDIANA**

Department of Economic Development & Planning

210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | [planning@angolain.org](mailto:planning@angolain.org)

**City of Angola Plan Commission  
Certificate and Recommendation**

On September 09, 2024, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by Serenova Development (applicant), for 35.48-acre of land located at 2500 N Wayne St (Parcel ID 760614000005000012). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

The City of Angola Plan Commission is unanimously forwarding a *favorable* recommendation to the Angola City Council concerning the proposed Zoning Map Amendments.

Certified by:

A handwritten signature in black ink, appearing to read "Brett Steele".

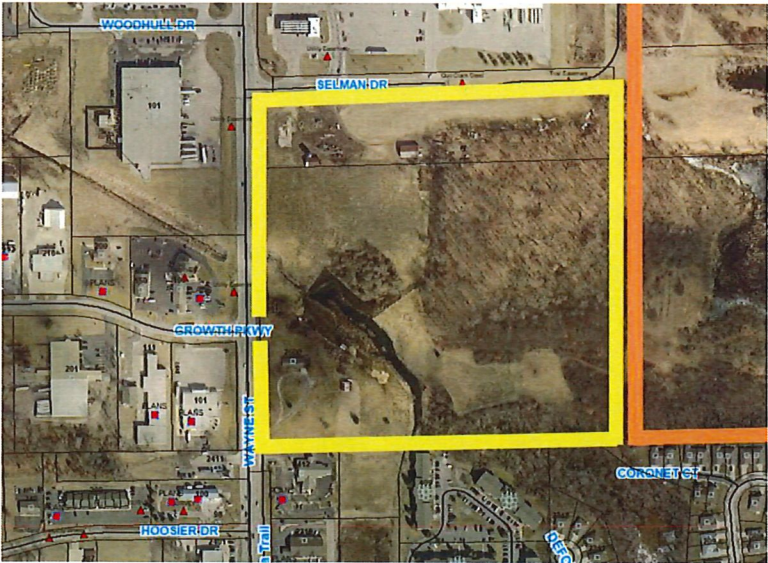
Brett Steele, *Planner*

*Economic Development and Planning Department*

Project Name: 2024-PC-09001  
Application Type: Rezone  
Applicant/Owner: Serenova Development, LLC – Ken Wilson  
Location: 2500 N Wayne St Angola, Indiana  
Current Zoning & Overlay Districts: AG: Agricultural District  
Proposed Zoning: C2: Medium to Large General Commercial District  
Current Use: Vacant  
Proposed Use: Vacant  
Hearing Date: September 09, 2024  
Required Notice: Legal Notice of the Public Hearing appeared in The Herald Republican on August 30, 2024. Twenty-three (23) property owners within 300-feet of the project were sent notice by Certificate of Mailing on August 28, 2024.  
Applicable Code Provisions: Title 18: Unified Development Ordinance  
Indiana Code: Zoning Ordinance 36-7-4-600 Series  
Floodplain Status: Not within a floodplain

**Summary**

Petitioner has recently acquired 110+ acres of property, with approximately 35.48 acres (outlines in **YELLOW**) located within the City limits of Angola and zoned AG: Agricultural District. The remaining 2/3 of the property lies in the Extra Territorial Jurisdiction. Petitioner requests to rezone the 35.48-acre portion within city limits to C2: Medium to Large General Commercial District, which would allow for moderate to high intensity commercial, retail, service, eating, and entertainment establishments. While no specific development plans have been submitted at this time, this rezoning would open up possibilities for future growth and development along the main corridor.



The property currently consists of a single-family detached dwelling, along with several accessory structures, spread across the 35-acre parcel. The Steuben County legal drain navigates this property. Livestock is also maintained on the site. The residence will be vacated, and the petitioner has submitted an application to initiate work on tree removal, exploratory soil pits, and excavation.

### Site Photos



*NE Looking SW*



*SW Looking NE*

### Applicable Zoning Code Provisions

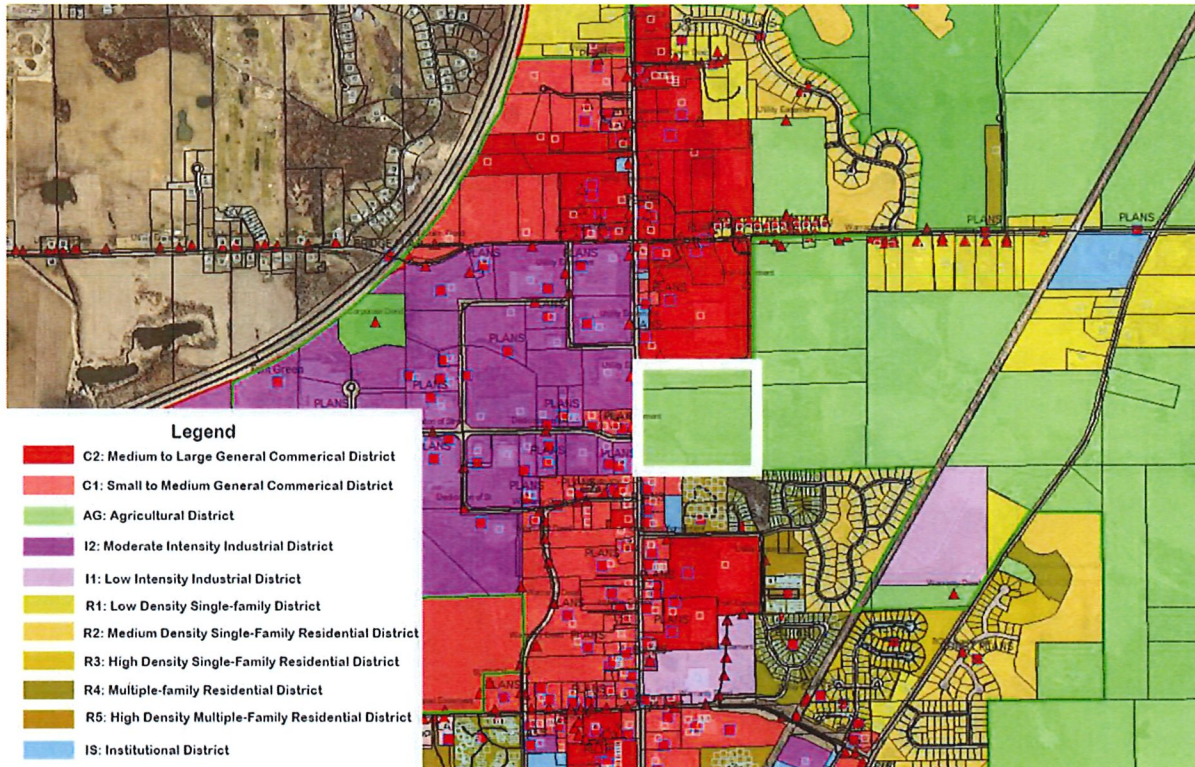
The following permitted uses would be permitted by right if the rezone request were approved.

- |   |  |                                       |
|---|--|---------------------------------------|
| (A) Automobile car wash.                    | (V) Day care, adult.                   | (QQ) Recreational vehicle sales.      |
| (B) Automobile gas station.                 | (W) Day care, child.                   | (RR) Recycling collection point.      |
| (C) Automobile rental.                      | (X) Delicatessen.                      | (SS) Restaurant.                      |
| (D) Automobile repair/body shop.            | (Y) Event center.                      | (TT) Restaurant with drive-up window. |
| (E) Automobile sales.                       | (Z) Farmers' market.                   | (UU) Retail sales, high intensity.    |
| (F) Automobile services.                    | (AA) Fitness center or health club.    | (VV) Retail sales, low intensity.     |
| (G) Bank machine or ATM drive-up.           | (BB) Funeral home or mortuary.         | (WW) Retail sales, medium intensity.  |
| (H) Bank machine to ATM walk-up.            | (CC) Health spa or day spa.            | (XX) Self storage facility.           |
| (I) Bank with drive-up window.              | (DD) Hotel or motel.                   | (YY) Studio arts.                     |
| (J) Bank without drive-up window.           | (EE) Ice cream shop.                   | (ZZ) Swimming pool, public.           |
| (K) Bar or tavern.                          | (FF) Kennel.                           | (AAA) Tailor or pressing shop.        |
| (L) Barber or beauty shop.                  | (GG) Miniature golf.                   | (BBB) Tanning salon.                  |
| (M) Billiard or arcade room.                | (HH) Movie theater.                    | (CCC) Tattoo or piercing parlor.      |
| (N) Bowling alley.                          | (II) Nursing home.                     | (DDD) Trade or business school.       |
| (O) Broadcast studio.                       | (JJ) Office, construction trade.       | (EEE) Watercraft sales.               |
| (P) Club or lodge.                          | (KK) Office, general.                  | (FFF) Wind turbine system, small.     |
| (Q) Coffee shop.                            | (LL) Office, medical.                  |                                       |
| (R) Coin laundry.                           | (MM) Parking lot, independent.         |                                       |
| (S) Commercial training facility or school. | (NN) Permanent outdoor display areas.  |                                       |
| (T) Country club.                           | (OO) Photographic studio.              |                                       |
| (U) Dance or night club.                    | (PP) Recreation center or play center. |                                       |

## Contextual Zoning & Land Use

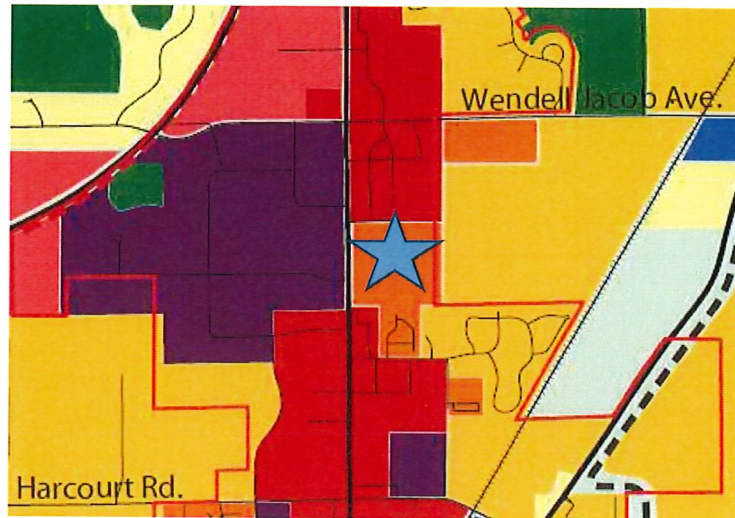
The property is zoned AG: Agricultural District. Surrounding land uses include:

- North – Meijer, Starbucks, Applebee's, and Menards
- East – Vacant Agriculture land
- South – ProFed, F&M Bank, vacant restaurant, Crosswait Estates, and Walmart
- West – Moderate Intensity Industrial and C1 zoning: Gays Party Store, REMAX, Friskney Equipment



### Comprehensive Plan

- Objective 1.2: Utilize the Land Classification Plan and Land Classification Plan Map as the foundation for zoning decisions.
- Objective 1.5: Strongly encourage redevelopment of under-utilized, vacant, or abandoned structures and lots.
- Objective 1.7: Encourage infill development to direct commercial and residential growth inside the corporate limits when under-utilized sites are redeveloped.



The Future Land Use maps shows this area as a High Density Residential with General Commercial to the north and south, Industrial to the west, and medium density immediately to the east.

### Public Input

There has been no public input as a result of the public notices being sent.

### Staff Conclusion & Recommendations

In conclusion, Staff is supportive of the request. The petitioner's 35.48-acre parcel more than meets all development standard requirements as outlined under the Medium to Large General Commercial District and is compatible with the surrounding zoning. Additionally, the parcel is along a main corridor servicing the city and aligns with our comprehensive plan.



Findings of Fact are not required for rezoning petitions. Indiana Code 36-7-4-602; 603; and 608 require the Plan Commission to “pay reasonable regard to”

1. The Comprehensive Plan;
2. Current conditions and the character of current structures and uses in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values through the jurisdiction; and
5. Responsible development and growth.

**Motion to:**

- Forward a favorable recommendation  
 Forward an unfavorable recommendation  
 Forward no recommendation  
 Table to \_\_\_\_\_ (date)

**Vote of Members:**

	Yes	No	Abstain	Absent
Jennifer Sharkey	X			
Veryl Carpenter	X			
Jack Vrana	X			
Amanda Cope	X			
Joshua Fletcher				X
Christina King	X			
Brant Moore	X			
Jeffrey Peters	1			
Nick Sutton				X
Susan Ralston	X			
Stephen White	2			

**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 approximately 1-acre of land to High Density Multiple-Family (R5) District. The Parcel ID 760635210122000012 is located at 1030 S Wayne Street.

**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 September 09, 2024, held a legally advertised Public Hearing; and

**WHEREAS**, the City of Angola Plan Commission, on September 09, 2024, heard input from the public and unanimously forwarded a *favorable recommendation* to the Angola Common Council of said real estate.

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

**THAT**, the Zoning Map of the City of Angola shall be amended in the following manner:

*The 1-acre parcel located at 1030 S Wayne Street. The legal description is attached hereto as Exhibit A.*

*The aforementioned tract of land shall officially be changed to the High Density Multiple-Family (R5) 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. 1765-2024**

**PASSED AND ADOPTED** by the Common Council of the City of Angola, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
David B. Martin, Mayor

Attest:

\_\_\_\_\_  
Ryan Herbert, Clerk-Treasurer

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

\_\_\_\_\_  
Ryan 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**

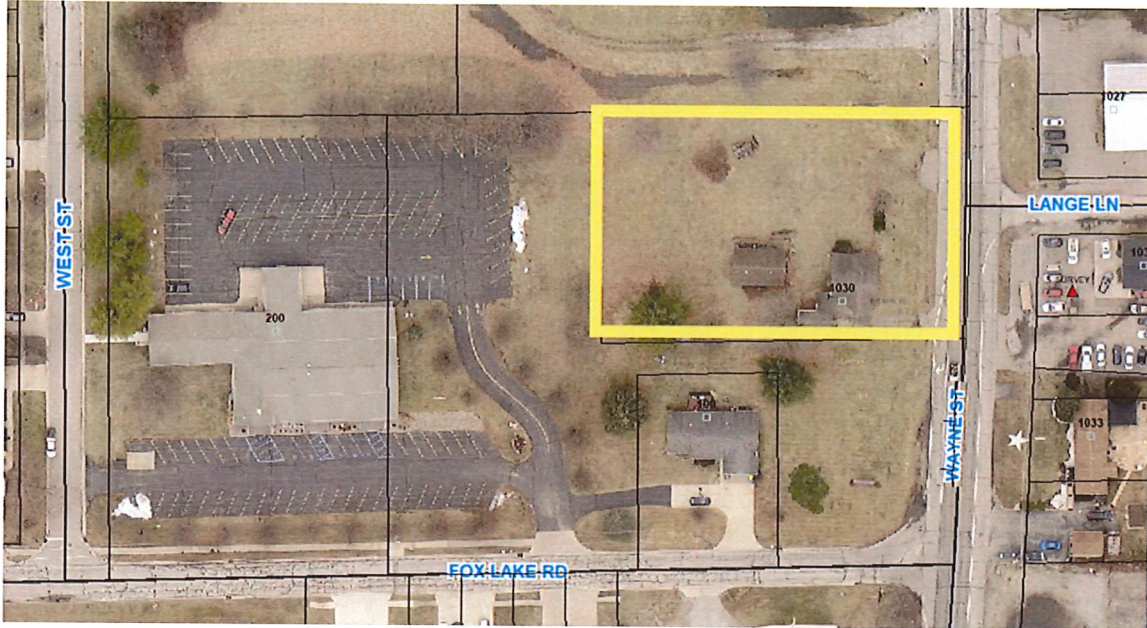
**Legal Description**

**For APN/Parcel ID(s): 76-06-35-210-122.000-012**

---

COMMENCING TEN (10) RODS NORTH OF THE SOUTH EAST CORNER OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION THIRTY FIVE (35) IN TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE THIRTEEN (13) EAST, RUNNING THENCE NORTH TEN (10) RODS; THENCE WEST SIXTEEN (16) RODS; THENCE SOUTH TEN (10) RODS; THENCE EAST SIXTEEN (16) RODS TO THE PLACE OF BEGINNING, CONTAINING ONE ACRE MORE OR LESS, BEING A PART OF LOT NUMBER 55 IN LEAVITT'S ADDITION TO THE TOWN, NOW CITY OF ANGOLA, STEUBEN COUNTY INDIANA.

Exhibit B





**CITY OF ANGOLA INDIANA**

Department of Economic Development & Planning

210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | [planning@angolain.org](mailto:planning@angolain.org)

**City of Angola Plan Commission  
Certificate and Recommendation**

On September 09, 2024, the City of Angola Plan Commission held a legally advertised Public Hearing to consider Zoning Map Amendments (rezoning) request made by 3M Investments LLC (applicant), for 1-acre of land located at 1030 S Wayne St (Parcel ID 760635210122000012). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

The City of Angola Plan Commission is unanimously forwarding a *favorable* recommendation to the Angola City Council concerning the proposed Zoning Map Amendments.

Certified by:

A handwritten signature in black ink, appearing to read "Brett Steele".

Brett Steele, *Planner*

*Economic Development and Planning Department*

---

Project Name: 2024-PC-09003  
Application Type: Rezone  
Applicant/Owner: 3M Investments, LLC – James Kiracofe  
Location: 1030 S Wayne St Angola, Indiana  
Current Zoning & Overlay Districts: R2: Medium Density Single-Family Residential District  
Proposed Zoning: R5: High Density Multiple-Family Residential District  
Current Use: Vacant  
Proposed Use: Dwelling, Four-Family (quadplex)  
Hearing Date: September 09, 2024  
Required Notice: Legal Notice of the Public Hearing appeared in The Herald Republican on August 30, 2024. Seventeen (17) property owners within 300-feet of the project were sent notice by Certificate of Mailing on August 28, 2024.  
Applicable Code Provisions: Title 18: Unified Development Ordinance  
Indiana Code: Zoning Ordinance 36-7-4-600 Series  
Floodplain Status: Not within a floodplain

### Summary

The petitioner recently acquired a one-acre vacant parcel in August 2024 (outlined in **YELLOW**) along S Wayne St. The property currently features a single-family residence and an accessory structure that are in a state of disrepair. To address this, the petitioner obtained demolition permits in early August to remove these existing buildings.



The petitioner proposes to construct two primary structures on the property that will serve as four-family (quadplex) dwelling facilities, providing a total of eight residential units. This development aims to maximize the property's potential and is clearly compatible with the residential nature of the district as a Special Exception Use within the R5 zoning district. The proposed use and lot meet all development standard requirements outlined under the R5: High Density Residential District and is consistent with the surrounding zoning.

### Site Photos



*Looking NW from S Wayne St*





*Looking SW from S Wayne St*

**Applicable Zoning Code Provisions**

The following permitted uses would be permitted by right if the rezone request were approved.

- (A) Assisted living facility.
- (B) Dwelling, multiple-family (five to eight units).
- (C) Dwelling, multiple-family (nine plus units).
- (D) Fair housing facility (large).
- (E) Home business, type 1.
- (F) Retirement community.
- (G) Wind turbine system, small.

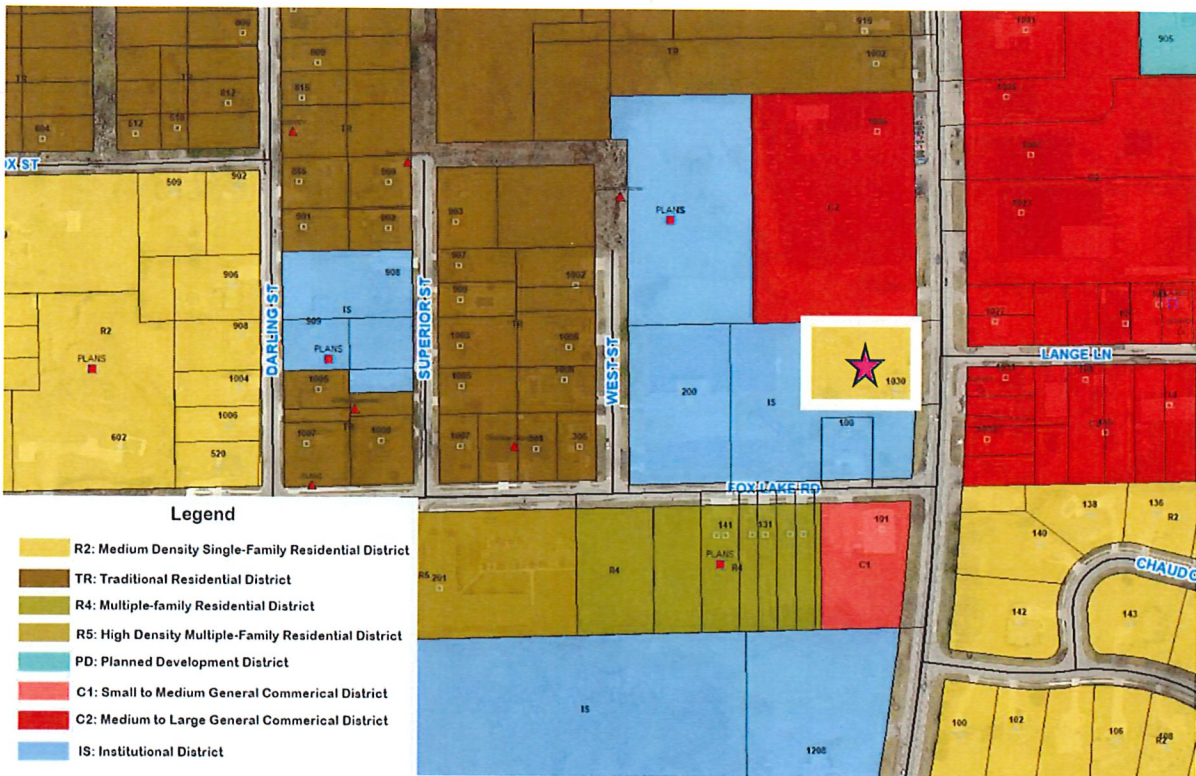
Special Exception Uses

- (A) Dwelling, four-family (quadplex).**
- (B) Dwelling, three-family (triplex).
- (C) Dwelling, two-family (duplex).
- (D) Fraternity or sorority house.
- (E) Nursing home.
- (F) Police, fire or rescue station.
- (G) Wind turbine system, large.

## Contextual Zoning & Land Use

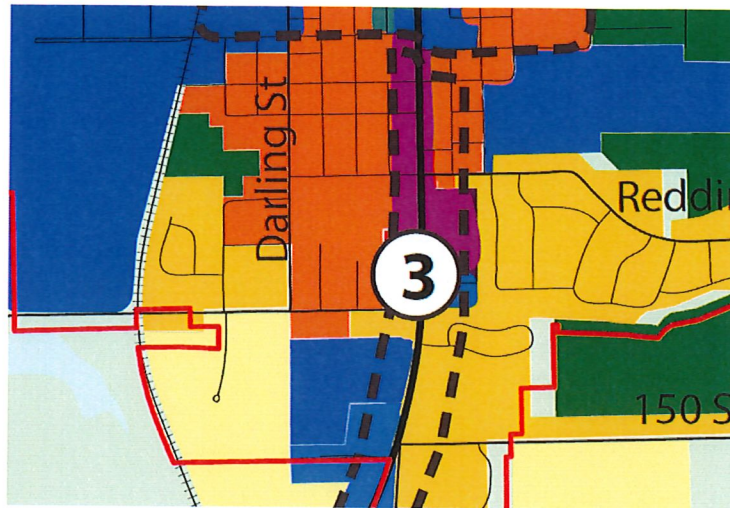
The property is zoned R2: Medium Density Single-Family Residential District. Surrounding land uses include:

- North – C2: Angola CDJR and Traditional Residential
- East – C2: Commercial Automotive sales/repair and PD: Steuben County EDC, RISE, and Enterprise Pointe Apartments
- South – C1 commercial, R4 residential, and Institutional District: Pleasant View Church of Christ
- West – Traditional Residential, R5: Lakeland Apartments, and Institutional



### Comprehensive Plan

- Objective 1.2: Utilize the Land Classification Plan and Land Classification Plan Map as the foundation for zoning decisions.
- Objective 1.5: Strongly encourage redevelopment of under-utilized, vacant, or abandoned structures and lots.
- Objective 1.7: Encourage infill development to direct commercial and residential growth inside the corporate limits when under-utilized sites are redeveloped.



The Future Land Use maps shows this area to include General Commercial, High Density Residential, Medium Density Residential, and institutional land use designation.

### Public Input

There has been no public input as a result of the public notices being sent.

### Staff Conclusion & Recommendations

In conclusion, staff is supportive of the request. The parcel of land meets the requirements for an R5 zone district, and the proposed development is a simple and cost-effective way to increase density and allow for more housing options within existing developed areas. Additionally, the rezoning would provide a shovel-ready site for quality residential development in Angola.

Findings of Fact are not required for rezoning petitions. Indiana Code 36-7-4-602; 603; and 608 require the Plan Commission to *“pay reasonable regard to”*

1. The Comprehensive Plan;
2. Current conditions and the character of current structures and uses in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values through the jurisdiction; and
5. Responsible development and growth.

**Motion to:**

- Forward a favorable recommendation  
 Forward an unfavorable recommendation  
 Forward no recommendation  
 Table to \_\_\_\_\_ (date)

**Vote of Members:**

	Yes	No	Abstain	Absent
Jennifer Sharkey	X			
Veryl Carpenter	2			
Jack Vrana	X			
Amanda Cope	X			
Joshua Fletcher				X
Christina King	X			
Brant Moore	X			
Jeffrey Peters	X			
Nick Sutton				X
Susan Ralston	X			
Stephen White	1			

**RESOLUTION NO. 2024-873**

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE ARP CORONAVIRUS FISCAL RECOVERY FUND 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 2024 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:

ARP CORONAVIRUS FISCAL RECOVERY FUND  
\$78,000.00 from 176-000.00-00442.00 Infrastructure  
\$78,000.00 to 176-000.00-00431.20 Professional Services

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 6th day of September 2024 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
David B. Martin, Mayor  
Presiding Officer

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 September 2024.

\_\_\_\_\_  
Ryan P. Herbert, Clerk-Treasurer

**RESOLUTION NO. 2024-873**

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of September 2024.

---

David B. Martin, Mayor

## MANAGEMENT AND DEVELOPMENT AGREEMENT

THIS MANAGEMENT AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made between the CITY OF ANGOLA, INDIANA, a political subdivision created and existing under the constitution and laws of the State of Indiana, and having its principal place of business at 210 North Public Square, Angola, Indiana 46703 (the “**City**”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF STEUBEN COUNTY, INC., an Indiana nonprofit corporation, and having its principal place of business at 500 E. Harcourt Road, Angola, Indiana 46703 (the “**YMCA**”, and together with the City, the “**Parties**”, and each a “**Party**”).

### RECITALS

WHEREAS, the City and the YMCA share the same goals and objectives of providing Angola, Indiana's residents and guests with safe, reliable, and efficient recreational activities; and

WHEREAS, the YMCA is the owner of a certain undeveloped parcel of real estate, more commonly taxed as Parcel No. 76-06-23-000-002.000-012, and described on Exhibit “A” attached hereto and depicted on Exhibit “B” attached hereto (the “**Real Estate**”); and

WHEREAS, the YMCA intends to construct upon a portion of the Real Estate a park, to be more commonly known as Sheets Family Park, and which park shall consist of several recreational facilities, including an inclusive playground, splash park, pickleball courts, and accompanying restroom facilities (collectively, the “**Park Facilities**”); and

WHEREAS, the City has donated in excess of \$250,000 which, along with other gifts, pledges, and donations from the public, is to be deposited with the Steuben County Community Foundation under a certain Designated Pass-Through Fund Agreement dated November 18, 2021 (the “**Fund**”) to be used for the construction of the Park Facilities; and

WHEREAS, City residents and guests will derive substantial benefits from the Sheets Family Park and the Park Facilities constructed upon the Real Estate by the YMCA; and

NOW, THEREFORE, in consideration of the mutual promises, representations, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE 1. CONSTRUCTION OF THE PARK FACILITIES

**1.01 Drawings, Permits, and Approvals.** The YMCA will make available to the City the most current preliminary site plans, specifications and other planning materials with respect to the development of Sheets Family Park and the construction of the Park Facilities (collectively, as may be hereinafter amended or modified by the YMCA, and subject to the YMCA’s compliance with any applicable planning, zoning and other City ordinances, codes, standards as specifications relating thereto, the “**Drawings**”). The YMCA shall obtain all required permits, approvals, waivers

and accommodations from the State of Indiana, County of Steuben, the City, and all other departments and agencies necessary for the finalization of the Drawings and to construct the Park Facilities upon the Real Estate. The City, to the extent of its authority, will reasonably cooperate with the YMCA in obtaining such permits, approvals, waivers, and accommodations necessary for the Drawings and to construct the Park Facilities.

**1.02 Ownership and Construction of Park Facilities.** The YMCA shall construct, or cause to be constructed, the Park Facilities upon the Real Estate: (i) in substantial accordance with the Drawings; and (ii) in compliance with all required permits, approvals, waivers, and accommodations, as well as all applicable laws, regulations, codes, and ordinances. Upon construction, the YMCA shall own the Park Facilities and the Real Estate. The YMCA shall undertake the construction of the Park Facilities in a good and workmanlike manner, free and clear of all materialmen's, mechanic's, and similar liens, in accordance with the Drawings. In the future, the City and the YMCA may discuss transfer of ownership of the Park facilities and the real estate to the City or the Angola Park Board.

**1.03 Utility Improvements and Costs.** The Parties acknowledge that certain improvements, modifications, or enhancements to the existing public utilities (i.e., water, sewer) available to the Real Estate may be necessary for the proper construction of the Park Facilities in accordance with the Drawings. To the extent such utility improvements, modifications, or enhancements become necessary, the City and the YMCA shall, in good faith, collaborate to accomplish such improvements, modifications, or enhancements. Upon agreement of the Parties of the needed public utilities, the City shall make all reasonably necessary utility improvements necessary to make said utility improvements available to the Real Estate for purposes of constructing the Park Facilities. All said utility improvements made by the City shall be at the City's sole cost and expense.

**1.04 Costs and Expenses of Park Facilities Construction.** The YMCA hereby agrees to pay, or cause to be paid, all costs and expenses of construction of the Park Facilities (including legal fees, architectural and engineering fees, permit fees, inspection fees, etc.) from the Fund. The City shall have no responsibility to pay any costs or expenses related to the construction of the Park Facilities, except costs related to the utility improvements established and approved by the City pursuant to Section 2.03 of this Agreement.

**1.05 Insurance During Construction.** The YMCA shall purchase and maintain, or cause to be purchased and maintained, Commercial General Liability Insurance as is appropriate for the work being performed with respect to the construction of the Park Facilities. The YMCA shall provide proof of such adequate insurance to the City and shall notify the City of any change in or termination of such insurance. The City shall be named as additional insured for the minimum amount or greater when required by law. The YMCA shall cause all contracts and subcontracts for the construction of the Park Facilities to require that the contracting party maintain similar insurance.

## **ARTICLE 2. DEFAULT AND REMEDIES**



**2.01 Event of Default.** The occurrence and continuance beyond the expiration of any applicable grace and/or cure period provided for herein, of any covenant, duty, representation, or obligation, under this Agreement shall be an “Event of Default”; provided, however, that before such breach or default is deemed an “Event of Default”, the breaching or defaulting Party shall have: (i) received notice from the other Party; and (ii) failed to cure or remedy such breach or default within ten (10) days following such notice, in the event of a monetary default, or thirty (30) days following the date of such notice in the event of any other breach or default.

**2.02 Curing a Default.** If the defaulting Party does not substantially complete the cure within the stated time in Section 3.01 of this Agreement, the non-defaulting Party may immediately terminate this Agreement by giving written notice of the termination; provided, however, if the default is not reasonably susceptible to cure within the stated time, the non-defaulting Party will not exercise its right to terminate this Agreement so long as the defaulting Party has commenced to cure the default within the required time and diligently completes the cure within a reasonable time without unreasonable cessation of the work to complete the cure.

**2.03 Other Remedies.** Any termination of this Agreement as provided in this article will not relieve the Parties from paying any sum or sums due and payable under this Agreement at the time of termination, or any claim for damages then or previously accruing under this Agreement. Any such termination will not prevent a Party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages for any default under the Agreement. All rights, options, and remedies under this Agreement will be construed to be cumulative, and not one of them is exclusive of the other. Both Parties may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

**2.04 Remedies Not Exclusive.** Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

**2.05** In the event the YMCA loses its charter, is dissolved, transfers ownership or control of the facilities, or otherwise ceases to operate, then the YMCA shall convey the real estate and improvements to the City of Angola, or its Department of Parks and Recreation for no monetary consideration.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES**

**3.01 General Representations and Warranties.** Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power, and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The execution of this Agreement by the individual whose signature is set forth at the end of this Agreement on behalf of such Party, and the delivery of this Agreement by such Party, have been duly authorized by all necessary corporate, other entity, or governmental action (as applicable) on the part of such Party.

(c) This Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION OF THIS AGREEMENT, (A) NEITHER PARTY NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

#### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

**4.01 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**4.02 No Partnership or Joint Venture.** The City and the YMCA agree that the relationship created by this Agreement is not an employer/employee relationship, not a joint venture, nor a partnership between the Parties herein. Neither Party shall have any authority to act for, bind, or obligate the other Party in any manner whatsoever, except to the extent specifically set out in this Agreement or as may be specifically authorized in writing by the other Party.

**4.03 Force Majeure.** Each Party to this agreement agrees to excuse the failure of another Party to perform its obligations under this Agreement to the extent that failure is caused by an event of force majeure. Force majeure means an uncontrollable force or natural disaster, not reasonably within the power of the Party claiming force majeure, and not any cause or event that the Party could not use due diligence to avoid or prevent. Force majeure does not include economic or market conditions, which affect a Party's cost, but not its ability to perform. The Party invoking force majeure shall give timely and adequate notice to the other Party of the event in the manner required by this Agreement.

**4.04 Notices.** Unless specifically stated otherwise in this Agreement, all notices,

waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other Parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) registered U.S. Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service.

To City: City of Angola, Indiana  
Attn: \_\_\_\_\_  
210 North Public Square  
Angola, Indiana 46703

with a copy to: Kim Shoup, City Attorney  
\_\_\_\_\_  
Angola, Indiana 46703

To YMCA: Steuben County YMCA  
Attn: \_\_\_\_\_  
500 E. Harcourt Road  
Angola, Indiana 46703

Any Party shall change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section.

**4.05 Further Assurances.** Each Party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any Party's obligations hereunder or materially decrease any Party's rights hereunder.

**4.06 Assignment; Successors and Assigns.** Neither the City nor the YMCA may assign, transfer, or otherwise convey any of their rights or obligations under this Agreement to any Party without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning Party of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**4.07 Governing Law.** This Agreement shall be governed and construed in accordance

with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Indiana.

**4.08 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Indiana, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Indiana. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum.

**4.09 Waiver of Jury Trial.** EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY. THE PARTIES AGREE INSTEAD OF A JURY TRIAL TO BINDING ARBITRATION TO ANY DISPUTE THAT CANNOT BE RESOLVED BETWEEN THEM. FURTHERMORE, THE PARTIES MAY AGREE TO ATTEND MEDIATION PRIOR TO SETTING UP A BINDING ARBITRATION.

**4.10 Interpretation and Construction.** The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that this Agreement was prepared by one Party's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

**4.11 Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated

as originally contemplated to the greatest extent possible.

**4.12 Entire Agreement.** This Agreement, together with the any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

**4.13 Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

**4.14 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**4.15 Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any weekday except for those weekdays that a banking institution within the State of Indiana is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.

**4.16 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**4.17 Time of the Essence.** Time is of the essence in the performance of this Agreement.

**4.18 Waiver of Subrogation** Each of the Parties hereto waives any and all rights of recovery against the officers, board members, elected officials, employees, agents, and representatives of the other Party for loss of or damages to such waiving Party or its property or the property of others under its control arising from any cause insured against under insurance policy(ies) hereunder or under any other policy of insurance carried by such waiving Party in lieu thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

CITY OF ANGOLA, INDIANA, a political  
subdivision

By: \_\_\_\_\_

YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF STEUBEN COUNTY,  
INC., Inc., an Indiana nonprofit corporation

By: \_\_\_\_\_

3BW8365

DRAFT

**EXHIBIT "A"**  
**Legal Description**  
**4.360 Acres**

Part of the Northeast Quarter of Section 23, Township 37 North, Range 13 East of the Second Principal Meridian, Pleasant Township in Steuben County, Indiana, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; thence South 87 degrees 55 minutes 04 seconds East (Deed bearing and basis of bearings to follow), a distance of 431.76 feet (Deed) to the centerline of State Road 827; thence South 38 degrees 47 minutes 21 seconds West, a distance of 452.65 feet (Deed) along said centerline; thence South 39 degrees 59 minutes 00 seconds West, a distance of 69.64 feet (Deed) continuing along said centerline to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 1465.77 feet (Deed); thence along said curve and said centerline a distance of 338.62 feet (Deed) having a central angle of 13 degrees 14 minutes 11 seconds and a chord of 337.87 feet (Deed) bearing South 32 degrees 06 minutes 15 seconds West to a point on said curve, said point also being the POINT OF BEGINNING of the herein described tract; thence continuing along said curve and said centerline a distance of 188.41 feet (Deed) having a central angle of 07 degrees 21 minutes 53 seconds, and a chord of 188.28 feet (Deed) bearing South 21 degrees 48 minutes 13 seconds West to the point of tangency of said curve; thence South 17 degrees 50 minutes 42 seconds West, a distance of 287.59 feet (Deed) along said curve to the South line of an existing tract described in Document Number 16020136 in the office of the Recorder of Steuben County, Indiana; thence North 70 degrees 18 minutes 15 seconds West, a distance of 390.00 feet (Deed) along said South line to a 5/8" Steel Rebar with a "Bevington" identification cap on the West line of said existing tract; thence North 19 degrees 48 minutes 20 seconds East, a distance of 209.97 feet (Deed) along said West line to a 5/8" Steel Rebar with a "Bevington" identification cap on said West line; thence North 32 degrees 22 minutes 45 seconds East, a distance of 299.31 feet (Deed) along said West line to a Concrete Right-of-Way Marker on the South line of an existing 0.23 acre tract as described in Document Number 23100598 in the Office of said Recorder; thence continuing North 32 degrees 22 minutes 45 seconds East, a distance of 49.01 feet (Deed) along the West line of said 0.23 acre tract to the North line of said 0.23 acre tract; thence South 61 degrees 45 minutes 55 seconds East, a distance of 277.26 feet (Deed) along said North line to the East line of said 0.23 acre tract; thence South 26 degrees 05 minutes 28 seconds West, a distance of 28.97 feet (Deed) along said East line; thence South 64 degrees 14 minutes 06 seconds East, a distance of 40.02 feet (Deed) to the Point of Beginning. Containing 4.360 acres, more or less. Subject to the right-of-way of State Road #827 and easements of record.

The above description shall not be construed as an original survey description and/or be used for any transfer of property.

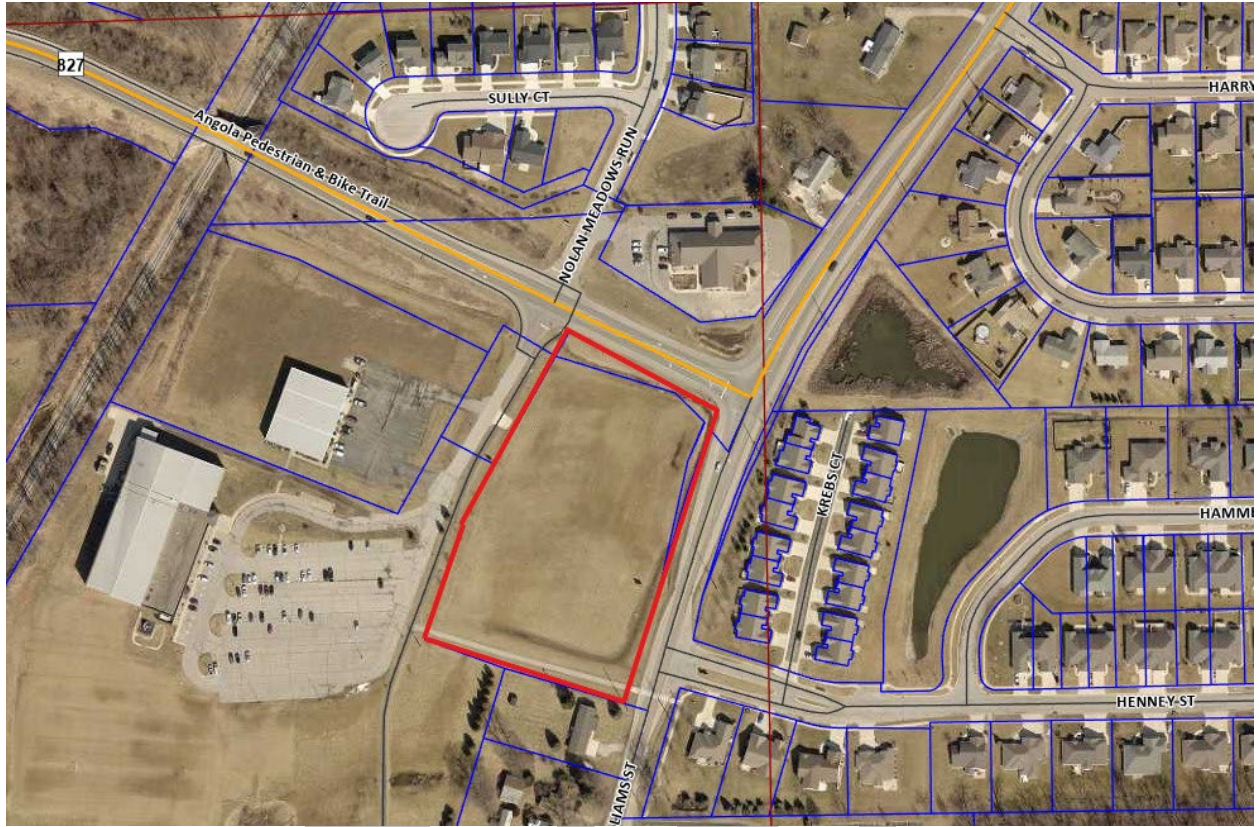
Survey Job #21046017

Date: September 3, 2024

For: YMCA of Steuben County Foundation, Inc.

Miller Land Surveying, Inc.

**EXHIBIT "B"**



DRAFT



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is by and between The Angola Department of Parks and Recreation (Park); the YMCA of Steuben County (YMCA); and the Steuben County Community Foundation (SCCF).

All parties contemplate the construction and operation of a community playground with a splash pad and other related facilities on real estate owned by the YMCA which is designated and will be referred to in this MOU as the Sheets Family Park. See Appendices A and B for legal descriptions of the real estate.

The SCCF holds nonpermanent funds dedicated to the costs associated with building and operating the Sheets Family Park, totaling \$2,430,337.85 across two funds; and is actively engaged in fundraising to add to this amount. Trine University holds an additional \$2,200,000.00 they have pledged to support the project. It is understood that the SCCF will continue fundraising to fund an "endowment" to be used to operate and maintain the Sheets Family Park and that the endowment funds will be available to the Department of Parks and Recreation for such purpose.

The parties contemplate construction of the Sheets Family Park improvements in five (5) phases with phase 5 being primarily a splash pad.

Ownership of the real estate and improvements shall be transferred to the Angola Department of Parks and Recreation (Park) after the completion of all five phases of construction or December 31, 2025, with phases 1-4 of construction completed, whichever comes first.

SCCF will enter a contract with JICI for construction of the improvements and payments will be sent directly from SCCF to JICI. Said payments will be disbursed by SCCF as grants to benefit the YMCA of Steuben County, to pay for the construction of the Sheets Family Park.

The Park and the SCCF will work together in good faith to continue to obtain funding for the construction of the improvements and to fund an endowment to be used to operate and maintain the Sheets Family Park.

Angola Department of Parks and Recreation, by:

\_\_\_\_\_ Dated: September \_\_\_\_, 2024.  
Jaquelyn Wahlig, President of Board

YMCA of Steuben County, by:

\_\_\_\_\_ Dated: September \_\_\_\_, 2024.  
Andy Aldred, President of Board

Steuben County Community Foundation, by:

\_\_\_\_\_ Dated: September \_\_\_\_, 2024.  
Jennifer Danic, President/CEO

Trine University, by:

\_\_\_\_\_ Dated: September \_\_\_\_, 2024.  
Gretchen Miller, Senior Vice President /  
Chief Operating Officer

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT  
 MONTH ENDING AUGUST 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	\$ 10,557,853.78	\$ 287,224.92	\$ 10,845,078.70	\$ 4,972,286.74	\$ 455,324.00	\$ 5,427,610.74	\$ 5,417,467.96
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	\$ 120,732.71	\$ 376,124.54	\$ 496,857.25	\$ 1,066,293.92
Motor Vehicle Highway	\$ 3,492,702.10	\$ 32,158.21	\$ 3,524,860.31	\$ 1,343,665.96	\$ 110,262.04	\$ 1,453,928.00	\$ 2,070,932.31
Local Road & Street	\$ 330,408.72	\$ 4,493.55	\$ 334,902.27	\$ -	\$ -	\$ -	\$ 334,902.27
Motor Vehicle Highway Restricted	\$ 329,508.27	\$ 10,398.07	\$ 339,906.34	\$ 227,276.00	\$ -	\$ 227,276.00	\$ 112,630.34
Parks & Recreation Operating	\$ 1,384,863.59	\$ 138.71	\$ 1,385,002.30	\$ 537,482.84	\$ 66,447.40	\$ 603,930.24	\$ 781,072.06
LIT Economic Development	\$ 3,507,053.20	\$ 63,440.33	\$ 3,570,493.53	\$ 363,259.25	\$ 7,640.00	\$ 370,899.25	\$ 3,199,594.28
Donation	\$ 228,145.36	\$ 4,471.45	\$ 232,616.81	\$ 45,395.23	\$ 33,063.64	\$ 78,458.87	\$ 154,157.94
Federal Grants Operating	\$ 16,467.09	\$ -	\$ 16,467.09	\$ 16,467.09	\$ -	\$ 16,467.09	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 50,703.08	\$ 1,310.00	\$ 52,013.08	\$ 18,217.71	\$ 5,020.91	\$ 23,238.62	\$ 28,774.46
Riverboat	\$ 131,645.78	\$ -	\$ 131,645.78	\$ -	\$ -	\$ -	\$ 131,645.78
Local Road & Bridge Matching Grant	\$ 1,037,880.29	\$ -	\$ 1,037,880.29	\$ -	\$ -	\$ -	\$ 1,037,880.29
Rainy Day	\$ 3,100,000.00	\$ -	\$ 3,100,000.00	\$ -	\$ -	\$ -	\$ 3,100,000.00
Hazardous Materials Response	\$ 12,367.85	\$ -	\$ 12,367.85	\$ 516.83	\$ 23.97	\$ 540.80	\$ 11,827.05
LIT Public Safety	\$ 2,011,469.80	\$ 70,553.50	\$ 2,082,023.30	\$ 738,089.45	\$ 98,716.92	\$ 836,806.37	\$ 1,245,216.93
Opioid Settlement Unrestricted	\$ 33,985.35	\$ -	\$ 33,985.35	\$ -	\$ -	\$ -	\$ 33,985.35
Opioid Settlement Restricted	\$ 82,796.58	\$ -	\$ 82,796.58	\$ -	\$ -	\$ -	\$ 82,796.58
Fire Operating	\$ 3,116,705.68	\$ 138.71	\$ 3,116,844.39	\$ 1,183,649.77	\$ 151,623.40	\$ 1,335,273.17	\$ 1,781,571.22
Redevelopment General	\$ 888,752.66	\$ -	\$ 888,752.66	\$ -	\$ -	\$ -	\$ 888,752.66
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 149,641.61	\$ -	\$ 149,641.61	\$ -	\$ -	\$ -	\$ 149,641.61
Cumulative Capital Development	\$ 948,735.74	\$ -	\$ 948,735.74	\$ -	\$ -	\$ -	\$ 948,735.74
Park Nonreverting Capital	\$ 142,616.76	\$ 2,855.07	\$ 145,471.83	\$ 571.23	\$ 86.69	\$ 657.92	\$ 144,813.91
Park Cumulative Building	\$ 304,318.27	\$ -	\$ 304,318.27	\$ -	\$ -	\$ -	\$ 304,318.27
Local Major Moves Construction	\$ 219,928.95	\$ 920.13	\$ 220,849.08	\$ -	\$ -	\$ -	\$ 220,849.08
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 1,704,378.96	\$ 195,023.63	\$ 1,899,402.59	\$ 1,335,507.77	\$ 198,905.46	\$ 1,534,413.23	\$ 364,989.36
Water Sinking	\$ 589,457.66	\$ 23,368.23	\$ 612,825.89	\$ 276,712.51	\$ -	\$ 276,712.51	\$ 336,113.38
Water Improvement	\$ 2,761,323.24	\$ 23,002.00	\$ 2,784,325.24	\$ 22,388.78	\$ 42,095.00	\$ 64,483.78	\$ 2,719,841.46
Water Customer Deposit	\$ 84,560.00	\$ 2,700.00	\$ 87,260.00	\$ 12,690.00	\$ 1,730.00	\$ 14,420.00	\$ 72,840.00
Water Construction	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00
Wastewater Operating & Maintenance	\$ 2,367,043.49	\$ 256,629.26	\$ 2,623,672.75	\$ 1,896,578.94	\$ 269,422.56	\$ 2,166,001.50	\$ 457,671.25
Wastewater Sinking	\$ 1,084,782.98	\$ 18,266.59	\$ 1,103,049.57	\$ 231,306.25	\$ -	\$ 231,306.25	\$ 871,743.32
Wastewater Improvement	\$ 2,854,938.96	\$ 64,324.00	\$ 2,919,262.96	\$ 362,922.93	\$ 61,300.79	\$ 424,223.72	\$ 2,495,039.24
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 354,545.06	\$ -	\$ 354,545.06	\$ 104,352.36	\$ 10,853.64	\$ 115,206.00	\$ 239,339.06
Payroll Withholding	\$ 2,676,772.73	\$ 354,321.62	\$ 3,031,094.35	\$ 2,646,021.85	\$ 351,010.62	\$ 2,997,032.47	\$ 34,061.88
Escrow	\$ 59,500.00	\$ 5,200.00	\$ 64,700.00	\$ 21,400.00	\$ 2,800.00	\$ 24,200.00	\$ 40,500.00
<b>TOTAL - CASH FUNDS</b>	<b>\$ 48,180,790.67</b>	<b>\$ 1,420,937.98</b>	<b>\$ 49,601,728.65</b>	<b>\$ 16,477,492.20</b>	<b>\$ 2,242,451.58</b>	<b>\$ 18,719,943.78</b>	<b>\$ 30,881,784.87</b>
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)	\$ 36,710.08	\$ 4,689.17	\$ 41,399.25	\$ -	\$ -	\$ -	\$ 41,399.25
Moneys on Deposit (interest only) (8)	\$ 756,551.56	\$ 126,412.71	\$ 882,964.27	\$ -	\$ -	\$ -	\$ 882,964.27
Local Major Moves Construction (2)	\$ 2,757,629.18	\$ 12,473.20	\$ 2,770,102.38	\$ -	\$ -	\$ -	\$ 2,770,102.38
Total of Investments by Funds	\$ 3,550,890.82	\$ 143,575.08	\$ 3,694,465.90	\$ -	\$ -	\$ -	\$ 3,694,465.90
<b>TOTAL - ALL FUNDS</b>	<b>\$ 51,731,681.49</b>	<b>\$ 1,564,513.06</b>	<b>\$ 53,296,194.55</b>	<b>\$ 16,477,492.20</b>	<b>\$ 2,242,451.58</b>	<b>\$ 18,719,943.78</b>	<b>\$ 34,576,250.77</b>

**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 AUGUST 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)	\$ 43,929.57	\$ -	\$ 43,929.57
Wastewater Sinking - Debt Service Reserve (20)	\$ 827,813.75	\$ -	\$ 827,813.75
<u>Farmers State Bank</u>			
General Checking (3)	\$ 3,592,503.09	\$ (93,968.95)	\$ 3,498,534.14
General Savings (8)	\$ 26,382,964.27	\$ -	\$ 26,382,964.27
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 852.94	\$ -	\$ 852.94
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,041,399.25	\$ -	\$ 1,041,399.25
TRECS (2)	\$ 876.18	\$ -	\$ 876.18
<b>TOTALS</b>	<b>\$ 31,890,339.05</b>	<b>\$ (93,968.95)</b>	<b>\$ 31,796,370.10</b>
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ -
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 13520			\$ 125.00
Deposit in transit (3) 13521			\$ 579.42
Deposit in transit (3) 13523			\$ 536.59
Deposit in transit (3) 13524			\$ 436.70
Deposit in transit (3) 13525			\$ 1,558.63
Deposit in transit (3) 13526			\$ 772.52
Deposit in transit (3) 13527			\$ 4,476.52
Outstanding NSF- INK			\$ 42.91
Moneys on Deposit (interest only EOM)			\$ (924,363.52)
<b>TOTAL CASH BALANCE, Plus Depository Balances Invested</b>			<b>\$ 30,881,784.87</b>
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 3,694,465.90
<b>TOTAL CASH BALANCE AND INVESTMENTS</b>			<b>\$ 34,576,250.77</b>