

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

**Monday, October 7, 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. Request approval of the September 16 minutes. (attachment)

**UNFINISHED BUSINESS**

1. Ordinance No. 1764-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (2500 N Wayne St) (second reading) (attachment)
2. Ordinance No. 1765-2024. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1030 S Wayne St) (second reading) (attachment)
3. Other unfinished business.

**NEW BUSINESS**

1. Public hearing regarding the 2025 Budget. Ordinance No. 1766-2024. ORDINANCE FOR APPROPRIATIONS AND TAX RATES (2025) (first reading) (attachment)
2. Ordinance No. 1767-2024. APPROPRIATION REDUCTION ORDINANCE FOR CUMULATIVE CAPITAL DEVELOPMENT FUND. (first reading) (attachment)
3. Ordinance No. 1768-2024. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEMENT POLICIES-EQUIPMENT, TOOLS, VEHICLES AND MACHINES. (first reading) (attachment)
4. Resolution No. 2024-874. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, APPROVING THE DEDUCTION FROM ASSESSED VALUATION FOR THE INSTALLATION OF NEW MANUFACTURING EQUIPMENT ALL LOCATED WITHIN AN ECONOMIC REVITALIZATION AREA WITHIN THE CITY OF ANGOLA, INDIANA. (Precision Edge Surgical Products LLC) (attachment)

5. Resolution No. 2024-875. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE REVOLVING FUND APPLICATION. (Water Projects) (attachment)
6. Resolution No. 2024-876. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, ACCEPTING THE CITY OF ANGOLA/ POKAGON STATE PARK/ TRINE STATE RECREATION AREA PRELIMINARY ENGINEERING REPORT. (Water Projects) (attachment)
7. Resolution No. 2024-877. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE REVOLVING FUND APPLICATION. (Pokagon Wastewater) (attachment)
8. Resolution No. 2024-878. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, ACCEPTING THE POKAGON STATE PARK WASTEWATER IMPROVEMENTS PRELIMINARY ENGINEERING REPORT. (Pokagon Wastewater) (attachment)
9. Resolution No. 2024-879. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE REVOLVING FUND APPLICATION. (Wastewater Improvements) (attachment)
10. Resolution No. 2024-880. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, ACCEPTING THE ANGOLA LIFT STATION AND SCADA IMPROVEMENTS PRELIMINARY ENGINEERING REPORT. (Wastewater Improvements) (attachment)
11. Request approval of the 2025 Fire Protection Agreement with York Township in the amount of \$5,903. (15% increase) (attachment)
12. Request approval of the Agreement for Professional Services with Dixon Engineering Inc. for technical specifications, bidding & contract documents, and bid opening for the 400 N and Calvary Lane Tower Rehab Project in the amount of \$15,500. (attachment)
13. Request approval of the Proposal for Professional Services with Abonmarche Consultants for City of Angola Redevelopment Commission Technical Assistance in the amount not to exceed \$40,000. (attachment)
14. Request approval of Supplemental Agreement No. 1 to the Agreement for Professional Engineering Services with Butler, Fairman and Seufert, Inc. for the Poka-Bache Trail Project in the amount \$4,000. (attachment)

15. Request permission for the Police Department to dispose of 2006 Chevrolet Colorado (asset no. 8619), 2014 Dodge Charger (asset no. 8622), and 2020 Dodge Durango (asset no. 8942) via auction on Govdeals.com.

16. Reports:

- Clerk-Treasurer
- Department heads

17. Request approval of the Allowance of Accounts Payable Vouchers 70746 through 71017 totaling \$1,174,731.12. (separate attachment)

18. Other new business.

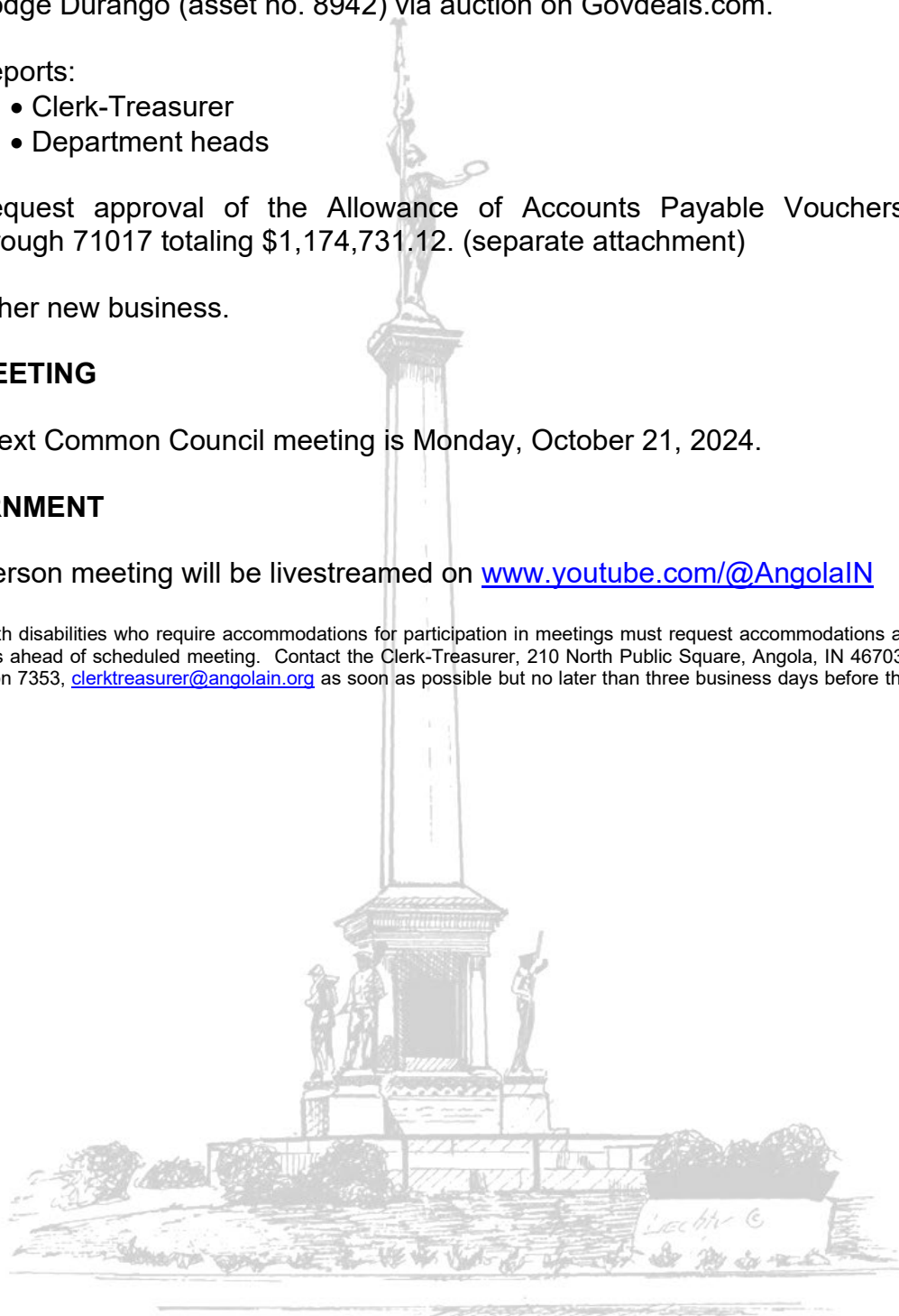
## **NEXT MEETING**

The next Common Council meeting is Monday, October 21, 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 16, 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 Pro Tem David A. Olson 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, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, Human Resources Director Sue Essman, and Deputy Clerk Stephanie Dean.

Also present were Ken Wilson, Wade Stiefken, Dylan Kiracofe, Erin Downing, and Carmyn Hottell.

#### APPROVAL OF THE MINUTES

Council Member Coffey moved to approve the September 3 and 6, 2024 minutes. Council Member McDermid seconded the motion. The motion carried 5-0.

#### UNFINISHED BUSINESS

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 third and final reading. Council Member McDermid moved to approve. Council Member Sharkey seconded the motion. The motion to approve on third and final reading carried 5-0.

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 on second reading. Council Member Roe moved to approve. Council Member Sharkey seconded the motion. The motion carried 5-0.

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

#### NEW BUSINESS

Ordinance No. 1764-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for first reading. Council Member McDermid moved to approve. Council Member Roe seconded the motion. The motion carried 5-0. (2500 N Wayne St)

Ordinance No. 1765-2024, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA, was read by title and presented to Council for first reading. Council Member Sharkey moved to approve. Council Member Coffey seconded the motion. The motion carried 5-0. (1030 S Wayne St)

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, was read by title and presented to Council for approval. Council Member McDermid moved to approve. Council Member Roe seconded the motion. The motion to approve carried 5-0.

Discussion was held regarding the Management and Development Agreements between the City of Angola and the YMCA of Steuben County, Inc. for the Sheets Family Park. Council Member Sharkey moved that the matter be tabled until the Mayor returns and more information can be provided. Council Member Coffey seconded the motion. The motion to table carried 5-0.

Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending August 2024 was presented for Council information.

#### DEPARTMENT HEAD REPORTS

Economic Development and Planning Director Hicks reminded everyone that the Cruise to the Monument was coming up on Wednesday night.

#### APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 70525 through 70745 totaling \$822,247.97 which includes interfund transfers of \$104,087.56. Council Member Sharkey seconded the motion. The motion carried 5-0.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:15 p.m.

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David A. Olson, Mayor Pro Tem  
Presiding Officer

Attest:

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Ryan P. Herbert, Clerk-Treasurer

**ORDINANCE NO. 1764-2024**

**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

ORDINANCE NO. 1764-2024

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.



ORDINANCE NO. 1764-2024

Exhibit B



**ORDINANCE NO. 1765-2024**

**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

**ORDINANCE NO. 1765-2024**

**Exhibit A**

**Legal Description**

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

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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



**ORDINANCE NO. 1766-2024**

**ORDINANCE FOR APPROPRIATIONS AND TAX RATES**

Be it ordained by the Common Council that for the expenses of Angola Civil City for the year ending December 31, 2025 the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of Angola Civil City, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance shall be in full force and effect from and after its passage and adoption by the Common Council and approval by the Mayor.

Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
Riverboat	\$60,000	\$0	0.0000
General	\$5,816,900	\$1,702,371	0.2704
LIT Public Safety	\$1,412,700	\$0	0.0000
Police Pension	\$167,900	\$0	0.0000
Local Road & Street	\$80,000	\$0	0.0000
Motor Vehicle Highway	\$3,058,800	\$2,360,508	0.3750
Major Moves	\$200,000	\$0	0.0000
Park	\$1,172,200	\$1,078,155	0.1983
Fire	\$2,451,300	\$1,248,130	0.1713
Cumulative Park & Recreation	\$0	\$105,134	0.0167
Cumulative Capital Improvement	\$100,000	\$0	0.0000
Cumulative Capital Development	\$1,000,000	\$314,773	0.0500
LIT - Economic Development	\$3,987,500	\$0	0.0000
Law Enforcement Continuing Education	\$10,000	\$0	0.0000
Local Road & Bridge Matching Grant	\$1,758,400	\$0	0.0000
Opioid Settlement Restricted	\$98,800	\$0	0.0000

**ORDINANCE NO. 1766-2024**

Total All Funds	\$21,374,500	\$6,809,071	\$1.0817

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\_\_\_\_\_  
Council Member

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

**ORDINANCE NO. 1766-2024**

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.

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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 October 2024.

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David B. Martin, Mayor



**ORDINANCE NO. 1767-2024**

**APPROPRIATION REDUCTION ORDINANCE FOR CUMULATIVE CAPITAL DEVELOPMENT FUND**

WHEREAS, the Common Council has determined that it is now necessary to reduce appropriations in certain budgets than was appropriated in the 2024 annual budget;

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

Section 1. Certain existing appropriations now have unobligated balances that will not be needed for the purposes for which appropriated, it is hereby ordained that the following existing appropriations be reduced in the following amounts:

	<u>Reduction Amount Requested</u>	<u>Reduction Amount Approved</u>
Cumulative Capital Development Fund		
Capital Outlays	<u>\$500,000</u>	_____
Total	<u>\$500,000</u>	

Section 2. This Ordinance shall be in full force and effect from and after its passage and adoption by the Common Council, approval by the Mayor, and approval of the Department of Local Government Finance, if applicable, and publication according to law.

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

\_\_\_\_\_  
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 November 2024.

**ORDINANCE NO. 1767-2024**

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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 November 2024.

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David B. Martin, Mayor

**ORDINANCE NO. 1768-2024**

**AN ORDINANCE AMENDING THE  
CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEMENT  
POLICIES- EQUIPMENT, TOOLS, VEHICLES AND MACHINES**

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

Section 1. Employment Policies- Equipment, Tools, Vehicles and Equipment is amended to read as follows:

**Equipment, Tools, Vehicles and Machines**

Employees are responsible and held accountable for the proper use and care, operation and maintenance of all equipment, tools, vehicles and machines provided by the City. Employees who misuse, neglect or abuse equipment, tools, vehicles or machines are subject to disciplinary action.

Departments within the city maintain a number of city-owned vehicles provided for the sole purpose of conducting official city business. Following are guidelines that apply to the use of all city-owned vehicles:

- Proper use of safety belts is required.
- Holding or using a telecommunications device is prohibited while operating a moving motor vehicle. A telecommunications device may be used in conjunction with handsfree or voice-operated technology. A telecommunications device may be used or held to call 911 to report a bona fide emergency. For the purposes of this policy, the term telecommunications device includes a wireless telephone, personal digital assistant, pager, or text messaging device.
- Operation of city-owned vehicles must be done in a safe, respectful, and courteous manner to ensure a positive representation of the City.
- Employees operating city-owned vehicles are responsible for notifying their supervisor of any damage, maintenance needs or safety concerns.
- Approval of all vehicle maintenance is the responsibility of the department head.
- Employees are required to possess a valid Driver's License or Commercial Driver's License (when required) and maintain an acceptable driving record during employment with the City when operating a vehicle is an essential function of their job. In addition, an employee whose license is suspended, revoked, or expired must report this loss of driving privileges immediately to their department head.
- The City is subject to periodic driving record audits. If an employee, where driving is an essential function of the job, has not properly notified their department head of suspended, revoked, or expired driving privileges and this is discovered during an audit, disciplinary action may result.

**ORDINANCE NO. 1768-2024**

- Traffic fines and/or arrests while using a city-owned vehicle are the sole responsibility of the employee and may be subject to disciplinary action.
- Charges incurred for emergency repairs, road services or towing while traveling on city-related business are reimbursable when appropriate receipts are submitted and approval is provided by your department head.
- In the case of a vehicle crash, follow standard procedures of calling the appropriate law enforcement agency and/or 911 in case of injury. All crashes or injuries must be reported to your department head as soon as time allows. Your department head is responsible for forwarding the police report immediately to the Clerk-Treasurer's office for processing.
- In the case of a vehicle crash, the vehicle data recorder will be reviewed.

The following public safety positions are provided with a city-owned vehicle and are approved as commute vehicles:

Chief of Police    Assistant Chief of Police\*    Police Detective\*    Police Sergeant\*  
Fire Chief                      Assistant Fire Chief                      Police Patrol Officer\*

Commute vehicles are approved for travel to and from work and intended to assist with conducting city-related business. De minimis (minimal) personal use is permitted. Travel outside your department's jurisdiction for personal use is prohibited.

\* Subject to Police Department Standard Operating Guidelines - Commute Vehicle Policy. The following civilian positions are provided with a city-owned vehicle and are approved as commute vehicles:

City Engineer    Building Commissioner    Street Commissioner    ~~ED & Planning Director~~  
Park Superintendent    Water Superintendent    Wastewater Superintendent    ~~IT Administrator~~

Commute vehicles are approved for travel to and from work and intended to assist with conducting city-related business. De minimis (minimal) personal use is permitted. Civilian employees electing the option of a commute vehicle must live within Steuben County. If the employee elects not to use the city-owned vehicle as a commute vehicle, the employee must do so in writing to the Clerk-Treasurer.

Civilian use of a city-owned vehicle for commuting will be valued at \$1.50 each one-way commute. The Clerk-Treasurer's office is responsible for taxing commute vehicles. No adjustments on taxing from a prior pay period will be made if the required commute information is not provided at the time of payroll processing.

Internal controls have been established to comply with the IRS guidelines for the use of city-owned vehicles. Employees with commute vehicles and assigned a city-owned vehicle are required to complete the appropriate compliance documents.

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

**ORDINANCE NO. 1768-2024**

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

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

Attest:

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

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

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

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

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

RESOLUTION NO. 2024-874

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

(Precision Edge Surgical Products)  
1910 N Wayne Street, Angola, IN 46703)

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

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

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

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

WHEREAS, the Applicant has purchased the business and estimated certain benefits to result from their respective investments in new manufacturing equipment within an ERA; and

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

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

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

## RESOLUTION NO. 2024-874

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

- a. The said Real Estate is zoned for industrial use and located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and
- b. That the installation of new manufacturing equipment, all as described in the Statement of Benefits would be to the benefit and welfare of all citizens and taxpayers of the City; and
- c. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunity to residents of the City; and
- d. That the estimated retain employment, annual salaries, and the cost value of the installation of new manufacturing equipment, all as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and
- e. That the estimate of the cost of the new manufacturing equipment upgrades is reasonable for equipment of the types set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the installation of the new manufacturing equipment and building upgrades; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed installation of the new manufacturing equipment and building upgrades; and the totality of benefits, is sufficient to justify the deduction.

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

Section 3. Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant's investment in personal property; (ii) the number of full-time equivalent jobs retained; (iii) the average wage of employees compared to the state minimum wage; and (iv) the infrastructure

**RESOLUTION NO. 2024-874**

requirements for the Applicant's investment, the abatement schedule (including the percentage amount of the deduction for each year of the deduction) to be used in calculating the deduction applicable to the installation of new manufacturing equipment and building upgrades on the Personal Property shall be as follows:

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

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

Section 4. The amount of deduction applicable to the installation of new manufacturing equipment and building upgrades on the Real Estate pursuant to this Resolution shall be limited the amounts set forth in the approved Statement of Benefits. This limitation on the amount of the deduction is established pursuant to the ERA Designation Resolution and Section 2(i)(3) of the Act.

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

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

Section 7. No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

Section 8. This Resolution shall be effective upon passage.  
[SIGNATURE PAGE FOLLOWS]



**RESOLUTION NO. 2024-874**

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

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

Attest:

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

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

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

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

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

RESOLUTION NO. 2024-874

EXHIBIT "A"  
REAL ESTATE DESCRIPTION

Parcel ID Numbers: 760614430105000012  
Precision Edge Surgical Products Company LLC c/o Todd Fewins  
1910 N Wayne St., Angola, IN 46703  
Sec./Twp./Rng.: 14/37/13  
Angola Corp.  
Brief Tax Description: PT W1/2 SE1/4 Sec 14 18.585A  
Steuben County  
Township: Pleasant Township  
State District: 012 Angola City  
City of Angola Zoning District: Low Intensity Industrial (II) District

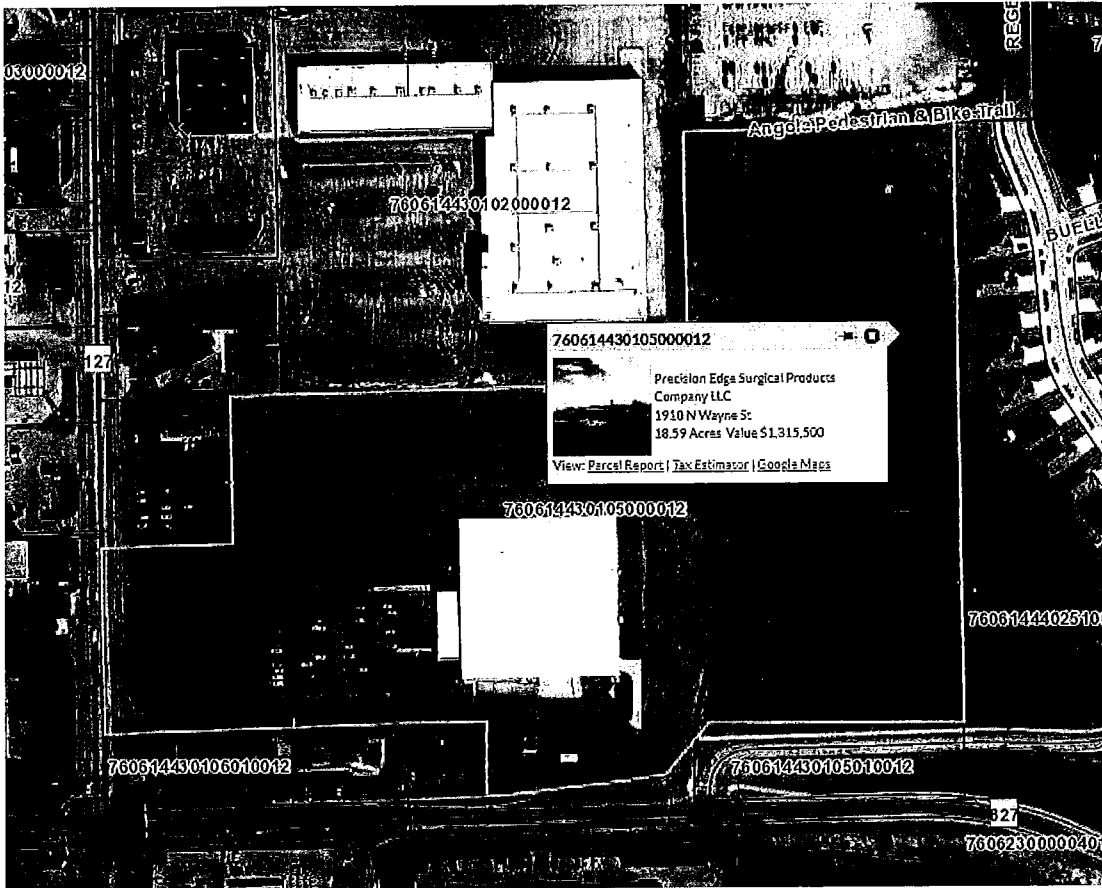


EXHIBIT "B" APPLICANT'S STATEMENT OF BENEFITS (Form SB-1/PP)



**STATEMENT OF BENEFITS  
PERSONAL PROPERTY**  
State Form 51784 (RS / 1-21)  
Prescribed by the Department of Local Government Finance

<b>FORM SB-1 / PP</b>
<b>PRIVACY NOTICE</b>
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

**INSTRUCTIONS:**

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

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer <b>Precision Edge Surgical Products LLC</b>				Name of contact person <b>Ann Marie Collins</b>				
Address of taxpayer (number and street, city, state, and ZIP code) <b>1910 N Wayne Street, Angola, IN 46073</b>				Telephone number <b>( 214 ) 244-5442</b>				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT								
Name of designating body <b>Angola Common Council</b>				County <b>Steuben</b>		Resolution number (s)		
Location of property <b>1910 N Wayne Street, Angola, IN 46073</b>				D.L.G.F. taxing district number <b>76012</b>				
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.)				ESTIMATED				
					START DATE	COMPLETION DATE		
				Manufacturing Equipment	10/15/2024	12/31/2024		
				R & D Equipment				
				Logist Dist Equipment				
IT Equipment								
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT								
Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries			
<b>41</b>	<b>1911420</b>	<b>41</b>	<b>1911420</b>	<b>3</b>	<b>137250</b>			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
	Current values	3,020,728						
	Plus estimated values of proposed project							
	Less values of any property being replaced							
Net estimated values upon completion of project								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
Estimated solid waste converted (pounds)				Estimated hazardous waste converted (pounds)				
Other benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.							Date signed (month, day, year)	
Signature of authorized representative <i>Philip Roberto</i>						<b>9/24/2024</b>		
Printed name of authorized representative <b>PHILIP ROBERTO</b>				Title <b>VP OF FINANCE</b>				

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE  
REVOLVING FUND APPLICATION**

WHEREAS, the City of Angola, of Steuben County, Indiana, herein called the Participant, has plans for a drinking water infrastructure improvement project to meet State and Federal regulations, such as the Safe Drinking Water Act, and the Participant intends to proceed with the construction of such project;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana the governing body of the Participant, that:

- 1. The Mayor of the City of Angola be authorized to make application for an SRF Loan and provide the State Revolving Fund Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Participant; and
- 2. The Participant agrees to comply with the State of Indiana and Federal requirements as they pertain to the SRF Loan Program; and
- 3. That two certified copies of the resolution be prepared and submitted as part of the Participant’s Preliminary Engineering Report.

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

\_\_\_\_\_  
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 October 2024.

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

**RESOLUTION NO. 2024-875**

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

---

David B. Martin, Mayor

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, ACCEPTING THE CITY OF ANGOLA/ POKAGON STATE  
PARK/ TRINE STATE RECREATION AREA PRELIMINARY ENGINEERING  
REPORT**

WHEREAS, the City of Angola, of Steuben County, Indiana, has caused a Preliminary Engineering Report, PER, dated April 29, 2022 and revised March 27, 2024, to be prepared by the consulting firm of Curry & Associates, Inc.; and

WHEREAS, said PER has been presented to the public at a public hearing held September 10, 2024, for public comment; and

WHEREAS, the City of Angola's Common Council finds that there was not sufficient evidence presented in objection to the recommended project in the Preliminary Engineering Report.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana, that:

1. The City of Angola/Pokagon State Park/Trine State Recreation Area Preliminary Engineering Report dated April 29, 2022 and revised March 27, 2024, be approved and adopted by the City of Angola Common Council; and
2. That said PER be submitted to Indiana State Revolving Fund Loan Program for review and approval.

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

---

David B. Martin, Mayor  
Presiding Officer

Attest:

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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 October 2024.

---

Ryan P. Herbert, Clerk-Treasurer

**RESOLUTION NO. 2024-876**

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

---

David B. Martin, Mayor

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE  
REVOLVING FUND APPLICATION**

WHEREAS, the City of Angola, of Steuben County, Indiana, herein called the Participant, has plans for a wastewater infrastructure improvements project to meet State and Federal regulations and the Participant intends to proceed with the construction of such project:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana the governing body of the Participant, that:

- 1. The Mayor of the City of Angola be authorized to make application for an SRF Loan and provide the State Revolving Fund Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Participant; and
- 2. The Participant agrees to comply with the State of Indiana and Federal requirements as they pertain to the SRF Loan Program; and
- 3. That two certified copies of the resolution be prepared and submitted as part of the Participant’s Pokagon State Park Wastewater Improvements Preliminary Engineering Report.

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

\_\_\_\_\_  
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 October 2024.

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



**RESOLUTION NO. 2024-877**

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

---

David B. Martin, Mayor

**RESOLUTION NO. 2024-878**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, ACCEPTING THE POKAGON STATE PARK WASTEWATER  
IMPROVEMENTS PRELIMINARY ENGINEERING REPORT**

WHEREAS, the City of Angola, of Steuben County, Indiana, has caused a Wastewater Preliminary Engineering Report, PER, dated June, 2024 and revised in September 2024, to be prepared by the consulting firm of Wessler Engineering, Inc.; and

WHEREAS, said PER has been presented to the public at a public hearing held September 10th, 2024, for public comment; and

WHEREAS, the City of Angola's Common Council finds that there was not sufficient evidence presented in objection to the recommended project in the Preliminary Engineering Report.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana, that:

1. The Pokagon State Park Wastewater Improvements Preliminary Engineering Report dated June 2024 and revised in September 2024, be approved and adopted by the City of Angola Common Council; and
2. That said PER be submitted to Indiana State Revolving Fund Loan Program for review and approval.

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

---

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 October 2024.

---

Ryan P. Herbert, Clerk-Treasurer

**RESOLUTION NO. 2024-878**

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

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

**RESOLUTION NO. 2024-879**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, GRANTING SIGNATORY AUTHORIZATION FOR THE STATE  
REVOLVING FUND APPLICATION**

WHEREAS, the City of Angola, of Steuben County, Indiana, herein called the Participant, has plans for a wastewater infrastructure improvements project to meet State and Federal regulations and the Participant intends to proceed with the construction of such project:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana the governing body of the Participant, that:

1. The Mayor of the City of Angola be authorized to make application for an SRF Loan and provide the State Revolving Fund Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Participant; and
2. The Participant agrees to comply with the State of Indiana and Federal requirements as they pertain to the SRF Loan Program; and
3. That two certified copies of the resolution be prepared and submitted as part of the Participant's Angola Lift Station and SCADA Improvements Preliminary Engineering Report.

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

---

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 October 2024.

---

Ryan P. Herbert, Clerk-Treasurer

**RESOLUTION NO. 2024-879**

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

---

David B. Martin, Mayor

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
ANGOLA, INDIANA, ACCEPTING THE ANGOLA LIFT STATION AND SCADA  
IMPROVEMENTS PRELIMINARY ENGINEERING REPORT**

WHEREAS, the City of Angola, of Steuben County, Indiana, has caused a Wastewater Preliminary Engineering Report, PER, dated May, 2024 and revised in September 2024, to be prepared by the consulting firm of Wessler Engineering, Inc.; and

WHEREAS, said PER has been presented to the public at a public hearing held September 10th, 2024, for public comment; and

WHEREAS, the City of Angola’s Common Council finds that there was not sufficient evidence presented in objection to the recommended project in the Preliminary Engineering Report.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Angola, Indiana, that:

1. The Angola Lift Station and SCADA Improvements Preliminary Engineering Report dated May 2024 and revised in September 2024, be approved and adopted by the City of Angola Common Council; and
2. That said PER be submitted to Indiana State Revolving Fund Loan Program for review and approval.

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

\_\_\_\_\_  
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 October 2024.

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

**RESOLUTION NO. 2024-880**

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

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

**2025 FIRE PROTECTION AGREEMENT**

This agreement is between **York Township**, Steuben County, Indiana, and the **City of Angola**, Indiana. For good and sufficient mutual and reciprocal consideration, the parties agree as follows:

1. The City of Angola shall provide firefighting services and other appropriate emergency services to the residents of the Township to the extent reasonably possible, taking into account the City of Angola's Fire Department manpower, equipment, and responsibilities to the residents of its home area.
2. The Township shall pay to the City of Angola the sum of \$5,903 payable as follows:
  - a. Prior to June 30, 2025 the sum of \$2,951.50; and
  - b. Prior to December 31, 2025 the sum of \$2,951.50.
3. That said payments are by the parties deemed to be in full settlement and discharge of the Township's share of all insurance costs, clothing, automobile, and other allowances required or permitted by law to be provided to members of the Angola Fire Department, it being agreed that such legally required insurance and allowances are furnished to the members of the Fire Department by the City of Angola, Indiana.
4. The term of this agreement shall be from January 1 through December 31 of the year 2025. The parties may renew it annually and any such renewal may contain modifications of the provisions herein.
5. This agreement is subject to approval by the State Board of Accounts, Department of Local Government Finance, and all other relevant government agencies.

**City of Angola**

Date: \_\_\_\_\_

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

\_\_\_\_\_  
David B. Martin, Mayor  
By authority of the Common Council

Attest:

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

City Mailing Address:  
210 N. Public Sq.  
Angola, IN 46703

**York Township**

Date: September 11, 2024

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

Linda Bidlack  
\_\_\_\_\_  
Linda Bidlack, Trustee  
By authority of the Advisory Board

Township Mailing Address:

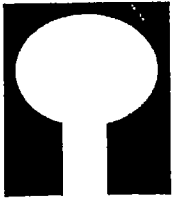
7469 E Dunham Rd  
Angola IN 46703

Telephone No.: 260-316-2455

Email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_





**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between City of Angola, Indiana (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Bidding & Contract Documents, and Bid Opening for the 800,000 Gallon Concrete Reservoir and 250,000 Gallon Double Ellipse (Calvary Ln.) (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18@, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of \$15,500.

**Proposals / Agreement Signatures**

Paul Spitzley, P.E., Project Manager September 12, 2024  
PROPOSED BY DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Tom Selman  
Address for Owner’s receipt of notices:  
City of Angola  
210 N. Public Square  
Angola, IN 46703  
Email: tselman@angolain.org

Designated Person: Paul Spitzley  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
1104 Third Avenue  
Lake Odessa, MI 48849  
Email: paulspitzley@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.  
After modification, per license, this Agreement is not an EJCDC Document.

Owner and DIXON further agree as follows:

#### **ARTICLE 1 SERVICES OF DIXON**

**1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

**2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

#### **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

#### **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

#### **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

#### **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 3. EXHIBIT C, Attachments C-1, and C-2.
  - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

**9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may

only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

**PART 1**

**A1.01 Design Phase – Technical Specifications:**

**A. Basic Services:**

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
  - a. Additions to General Conditions of Construction Contract relevant to coating projects.
  - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
  - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

**B. Design Phase – RPR Services–None**

**C. Design Phase – Owner's Responsibility:**

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

#### **A1.02 Bidding and Contract Document Phase:**

##### **A. Basic Services:**

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
  - a. Section 00 00 00 Notice to Bidders.
  - b. Section 00 24 00 Project Summary.
  - c. Section 00 21 13 Instructions to Bidders.
  - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
  - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
  - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
  - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
  1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
  2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
  3. Attend and participate in the pre-bid conference if any.  
Provide a place for the bid opening and open the Bids received.
  4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
  5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

#### **A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

**BASIS OF FEES, INVOICING AND PAYMENT**

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

**Part 1 BASIS OF FEES**

**C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

**C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

**C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
  - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.



1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
  2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
  2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
  3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
  4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
    - d. Work is defective, requires correction or replacement including additional inspection costs.
  2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule

Agreement  
Exhibits: A, C, E, GP, IR

Owner: City of Angola, IN  
Contract No: 14-76-02-04/14-76-02-02

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- B. Annual Cost Adjustment – January 1 each year.
1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
  3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

**PART 3 SELECTION OF RPR SERVICES**

**C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

**C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full-Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
    - c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
    - d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.

- e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

**C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifteen Thousand, Five Hundred Dollars \$15,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-1.02-Technical Specifications, Bidding and Contract Documents			\$14,000	Lump Sum
A1.02-Bid Opening Meeting			\$1,500	Lump Sum
Total			\$15,500	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$289.00
CWI Welding RPR	\$206.00-\$226.00	\$309.00-\$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$143.00-\$188.00	\$215.00-\$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$130.00-\$164.00	\$195.00-\$246.00
DIXON Level 1 or AMPP General Level 1 RPR	\$117.00-\$142.00	\$175.00-\$213.00
Contract Support Staff	\$149.00-\$182.00	\$223.00-\$272.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2024 (Revised: 9/28/2023)**

**ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

**ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

**E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.



EXHIBIT E ATTACHMENT 1: Agreement Between  
Owner and DIXON

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
<b>Key</b>				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

**GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
  1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
  2. the safety precautions and programs incident thereto,
  3. or security or safety at the Project site, nor
  4. for any failure of a Constructor's furnishing and performing of its work.
  5. DIXON shall not be responsible for the acts or omissions of any Constructor or
  6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

proposals to others accurately describing its participation and participation of employees in the Project.

**GPI.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
  2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
  3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
  4. The limited license to the Owner shall not create any rights in third parties.

**GPI.04 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

**GPI.05 Suspension and Termination:**

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
  4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
  3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. **Effective Date of Termination:** If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. **Payments Upon Termination:**
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

**GP1.06 Controlling Law and Compliance with Laws and Regulations:**

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly

indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

**GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.08 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
  - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	\$1,000,000
b. Bodily injury by disease, each employee	\$1,000,000
c. Bodily injury/disease, aggregate	\$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
b. General Aggregate	\$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	\$5,000,000
b. General Aggregate	\$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6. Professional Liability:	
a. Each Claim Made	\$2,000,000
b. Annual Aggregate	\$2,000,000

- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than

those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.





Engineering • Architecture • Land Surveying

September 11, 2024

Retha Hicks, Director of Economic Development  
Economic Development and Planning Department  
210 N Public Square  
Angola, IN 46703

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**  
**City of Angola Redevelopment Commission Technical Assistance**

Dear Ms. Hicks:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services to the City of Angola Redevelopment Commission (RDC). We have tailored our scope of services based upon our previous discussions regarding the purpose of the planning process as well as our general experience in planning and specifically our experience with Redevelopment Commission management.

We appreciate the opportunity to submit our proposal and look forward to working with your office on this project.

I would like to schedule a call to discuss the scope and details of this proposal. Please do not hesitate to contact me at (574) 314-1027 or by email at [cwelsh@abonmarche.com](mailto:cwelsh@abonmarche.com).

Thank you for contacting and considering Abonmarche!

Sincerely,

ABONMARCHE CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Crystal Welsh".

Crystal Welsh, AICP  
Planning Group Director

## WORK PLAN

### PROJECT UNDERSTANDING

The City of Angola Redevelopment Commissions (RDC) would like to work with a consultant for technical assistance and a strategic planning process to direct their project selection and funding decisions. Abonmarche will act as a facilitator for this process. The process will involve a series of meetings and work sessions in collaboration with Administration, Council, City staff, and members of the Redevelopment Commission. In addition to the work sessions, a strategic plan document will be produced. To assist in management of Redevelopment Commission projects and processes, we recommend the development of manuals for Redevelopment Commission management and reporting requirements for the Department of Local Government Finance (DLGF).

Crystal Welsh, AICP, will act as Abonmarche's main contact for this project, with assistance from other Abonmarche Planning Division staff when appropriate, to assist with research, material preparation, and reports. The Abonmarche Planning Team and brief bios are included in this proposal.

We will work closely with you to determine the appropriate number of hours needed to effectively complete these tasks. From our prior discussions, we estimate an average of 10 hours per month.

### SCOPE OF SERVICES

We have tailored our scope of services per our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver for this project is provided below.

#### **Task #1: Technical Assistance**

Upon request, Abonmarche will provide technical assistance for Angola staff on a variety of topics as needed. This assistance can be in the form of research or meetings and can be accomplished either in person or via conference calls. Potential areas for discussion are:

- Economic Development Area established/amendment process
- TIF eligible expenditures
- Reporting and meeting requirements
- Project evaluation process and applications
- Subdivision ordinance and design guidelines
- Others as defined during the process



## **Task #2: Strategic Planning**

Upon request, Abonmarche will work with Angola staff to facilitate a strategic planning process. This process will provide participants with the opportunity to learn more about TIF management and develop a strategy for how Angola will utilize this powerful economic development tool to make positive change in the community.

### Session 1 – Pre-meeting Preparation Meeting

City of Angola staff and Abonmarche team meet to finalize participants list, project scope, schedule and meeting materials in advance of sharing the agenda and documents with the work session participants.

- Schedule Work sessions
- Prepare "TIF" District Maps
- Review list of past, pre-existing and likely projects for TIF area(s) for break-out activity
- Review existing RDC reports
- Prepare Visioning Session materials

### Session 2 – Visioning

Abonmarche will lead the session and facilitate discussion on the following topics:

- **Brief RDC Rules Update**  
Legislative updates  
Summary of Rules  
TIF eligible expenses
- **Big Picture**  
What is the purpose of the RDC?  
Why do you exist and what is your role?  
What does economic development look like in Angola, Steuben County, and how can RDC contribute?
- **Location Specific Vision –**  
Existing TIF  
Potential new or expanded
- **Development Partners –** Who are the partners you need to achieve your vision?  
Financial  
Approval  
Coordination  
Cheerleaders



- **Session 2 Post-meeting Tasks/Session 3 Pre-meeting Preparation**

Abonmarche will summarize information collected from Session 2, and email a summary to the team, one week in advance of the 3rd session for individual review and preparation.

### Session 3 - Determining RDC Goals

Abonmarche will lead the session on developing goals for the RDC (goal is the purpose towards which an endeavor is directed). Abonmarche will also facilitate discussion on the following topics:

- **Review Summary from Session 2 – Visioning**
- **Discuss City and County Goals for the RDC**  
The RDC is a key development partner in the City and County. The RDC should have goals for the area in general not just their Economic Development Area(s). What do you want to achieve as a City/County?
- **Determine Goals for the RDC and each "TIF" District**  
What do you want to achieve in each of your "TIF" Districts? - End Goal  
What would you like to see for each of your "TIF" Districts? - How do we get there?
- **Session 3 Post-meeting Tasks/Session 4 Pre-meeting Preparation**  
Abonmarche will summarize information collected from Session 3 and will email summary to the team, one week in advance of the 4th session for individual review and preparation.

### Session 4 – Economic Development Plan and Areas (TIF Areas)

Abonmarche will lead the session on Economic Development and TIF areas. Abonmarche will facilitate discussion on the following topics:

- **Review Summary from Session 3 – Determining RDC Goals**
- **Discuss amending and and/or establishing a new Economic Development and Allocation Area**  
There has been some preliminary interest in expanding or modifying the existing "TIF" area as well as potentially establishing a second plan and area. This session will discuss and determine how to proceed with these items and review the process for each.
- **Session 4 Post-meeting Tasks/Session 5 Pre-Meeting Preparation**  
Abonmarche will summarize information collected from Session 4 and will email a summary to the team, one week in advance of 5<sup>th</sup> session for individual review and preparation.



### Session 5 – Implementation Recommendations

Abonmarche will lead the next session on recommendations for implementation from the process. Abonmarche will facilitate discussion, and take notes on large paper for approximately one hour identifying:

- **Review Summary from Session 4 – Economic Development and TIF Areas**
- **Discuss Implementation of Developed Goals**  
This session will focus on ways to implement the goals for the RDC including identifying community organizations and agencies to help with implementation and their roles, properties with development potential, and possible public/private partnerships.
- **Session 5 Post meeting tasks**  
Abonmarche will summarize information collected from the Session 5 Summary with the team, along with the entire process for use in Process Report.

### Strategic Planning Documents

Abonmarche will produce a process report outlining the strategic planning process, summaries of each meeting's notes, and identified goals. This report will outline the next steps for TIF area plans and processes to facilitate the implementation of the goals and strategies developed during this process.



### **Task #3: Redevelopment Commission Manuals and Training**

Based on needs identified by the Angola staff, Abonmarche will provide any one of the following manuals to assist with Redevelopment Commission project management and reporting.

#### RDC TIF Management Manual

Working with Angola staff, Abonmarche will produce a user-friendly manual that will be designed to help Redevelopment Commission members with pertinent topics such as:

1. A list of TIF eligible expenses and identified projects by Plan Area
2. Updated RDC Annual Calendar and deadlines
3. A series of flow charts that outline the standards processes such as:
  - a. Establishing an Area
  - b. Amending an Area and Plan
  - c. Property Acquisition
  - d. Property Dispositions
4. Other topics as determined by staff or RDC members

The final Revised Manual content will be approved by Angola staff prior to publication for the RDC members.

#### RDC TIF Reporting Manual

If needed, Abonmarche will work with staff to complete annual reporting requirements and timelines as outlined in the Redevelopment Commission statute and as directed by Indiana Department of Local Government Finance (DLGF).

#### Training Session(s)

Based on RDC request one or more training sessions on the RDC Manuals or other topics relating to the Redevelopment Commission can be developed. Abonmarche staff will work with staff to develop slides for the training session(s) as well as copies of the manual(s).

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## **PROPOSED PROJECT SCHEDULE**

The Abonmarche Planning Division will be available to initiate these services with two weeks' notice. The contract will continue until June 30, 2025, or by the City of Angola with a minimum of 30 days' notice.

## **FEES FOR SERVICES**

ABONMARCHE shall invoice hourly and receive as payment the work performed under this proposal in accordance with our 2024 standard hourly rates as provided. Abonmarche reserves the right to adjust all uncompleted services for a cost-of-living increase.

Any reimbursable expenses such as but not limited to mileage, reproductions, postage, etc. will be billed at the actual charges.

Work performed will be bill not to exceed \$40,000 (hourly) and any reimbursables (actual charges).

Architectural and engineering services under this contract are for planning and technical assistance purposes. Any project specific building, site development, or construction plans would be conducted under a project specific contract.



## 2024 STANDARD HOURLY RATES



Engineering • Architecture • Land Surveying

### *Engineering*

Firm Principal	\$260-280
Senior Project Engineer/ Manager/ Group Director	\$180-210
Project Engineer / Project Manager	\$135-185
Staff Engineer	\$100-140
Landscape Architect	\$100-140
CADD Technician	\$85-115
Senior Construction Technician/Construction Technician/ Office Technician	\$65-115
Electrical Engineer	\$100-165
Mechanical Engineer	\$105-175
Structural Engineer	\$135-210
Senior Urban Planner	\$130-140
Urban Planner	\$100-110
Engineering Intern	\$50-65

### *Architecture*

Lead Architect	\$180-200
Senior Licensed Architect/Project Manager	\$140-180
Project Architect/Project Manager	\$140-150
Architectural Draftsman/Designer	\$100-135
Architectural Intern	\$70-95

### *Surveying*

Senior Surveyor/Project Manager/Group Director	\$140-155
Project Surveyor	\$125-135
Survey Crew Manager	\$110-125
Survey Crew Chief	\$85-120
Survey Technician	\$70-100
CADD Technician	\$80-105

### *Digital Services*

Group Director	\$215
GIS Specialist/Analyst	\$120-130

### *Auxiliary Services*

IT Support Technician/Manager	\$140-185
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-95
Development Services Professionals	\$100-200

*Effective 04/01/2024 Rates Subject to Change*

*Rates good through 2024*





## PRIMARY PROJECT TEAM



**Crystal Welsh, AICP**, Planning Group Director and Project Manager  
Crystal will be the main contact and assign tasks to the Abonmarche team. Crystal has over 20 years of experience in planning and leads our Planning Group. Her years of public service and work with the City of Elkhart Redevelopment Commission provides her with a keen understanding of public planning and the government process. This combined with her work in the private sector offers her a distinct perspective that will guide the process in a manner that protects the public good while facilitating development.



**Chris Godlewski**, Senior Urban Planner  
Chris is a seasoned Professional Planner with more than 20 years of experience in Planning and Geographic Information Systems (GIS). His involvement in public sector government planning and economic development has led to his skill in working with residents, local businesses, and public sector staff to successfully complete projects. A key focus of his work is facilitating quality development through interaction among government officials, businesses, developers and the public. Chris has been the Planning Director for both Elkhart and LaGrange County in Indiana and worked closely with the Elkhart County Redevelopment Commission.



**Jordan Wyatt**, Urban Planner  
Jordan has years of experience writing and refining ordinances in St. Joseph County, Indiana. His experience in zoning administration, zoning ordinance creation, and administration of the plan commission and board of zoning appeals. His plain-English writing style along with outstanding graphic design skills will ensure the developed standards are a useful tool for the community. His detailed review and analysis of statutes will be used for this project.



**Andrew Milne, AICP**, Urban Planner, Petition Review & Staff Report  
Andrea has a discerning eye for detail and the ability to translate plans into meaningful and understandable documents will bolster this team's ability to effectively complete the project. Andrea is passionate about making planning processes inviting and engaging for community members and will lead public outreach efforts for this project. Her skills will be useful in preparing planning and training materials as well as producing the RDC manuals.





Professional Services Agreement

Abonmarche Project Number: \_\_\_\_\_

AGREEMENT between (Client name), City of Angola (Date) 9/11/2024

(Client address) 210 N Public Sq. Angola, IN 46703 (Phone) 260-665-7165

(Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_ (Email) Rhicks@angolain.org hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 303 River Race Drive, Goshen, IN 46526

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:  
(Project Name) Redevelopment Commission Technical Assistance (Location) City of Angola

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:  
(Scope of work) As set forth in the Attached Work Plan

(Project schedule) Outlined in Work Plan

(Special Provisions) \_\_\_\_\_

Abonmarche's proposal/work plan, dated September 11, 2024 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:  
(Fee/Type) Hourly Assistance, not to exceed \$40,000, Reimbursable Allowance \$5,000

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

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: <u>Bradley E. Mosness, PE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Vice President</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc. 303 River Race Drive</u>
Federal Tax ID: _____	Employed by: _____	<u>Goshen, IN 46526</u>
	Address: _____	Date Signed: _____
	City/State: _____	
	Date Signed: _____	

## **TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT**

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$0.00 (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

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

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

19. **Third Party Involving.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

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

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

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

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

End of Agreement

## SUPPLEMENTAL AGREEMENT NO. 1

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF ANGOLA, hereinafter referred to as the "OWNER", and BUTLER, FAIRMAN and SEUFERT, INC., hereinafter referred to as the "ENGINEER."

### WITNESSETH

**WHEREAS**, on May 6, 2024, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the construction of Poka-Bache Trail Project No. 723000, and

**WHEREAS**, land acquisition for the project requires completing a Location Control Route Survey Plat (LCRSP) to be used as reference in the conveyance documents, mandated by Article 1 of Title 865 of the Indiana Administrative Code and

**WHEREAS**, the LCRSP was not included in the scope of the May 6, 2024, Agreement and

**WHEREAS**, OTM Land Surveying LLC completed the topographic survey for the project and is able to expeditiously complete the LCRSP.

**NOW, THEREFORE**, the parties agree that the May 6, 2024, Agreement be modified by this Supplemental Agreement; therefore, the compensation for these revisions shall be added to the Agreement under Section A-2 of Appendix D as a lump sum line item increasing the total amount by \$4,000 from \$343,760.00 to an amount not-to-exceed \$347,760.00.

The following is to be added to Appendix "A" Section B – Scope of Work:

#### 17. LOCATION CONTROL ROUTE SURVEY

Services to include completing a Location Control Route Survey required for land acquisition associated with the project as laid out in SUBCONSULTANT's proposal for Professional Land Surveying Services:

- The site lies in the City of Angola, IN
- A LCRSP will be created within the site limits of the previously completed Topographic Survey.
- The proposed cost covers the scope of work presented in this proposal only. If, during the course of work, it becomes evident that controlling monuments or benchmarks which appear on record maps or project plans are disturbed, destroyed or missing or a material discrepancy with the information contained in any record map is discovered, additional services may be required. However, services beyond those outlined in this proposal will not be provided without the Client's prior written consent.

A summary of the updated fee is included as Supplemental Agreement No. 1 Attachment "A".

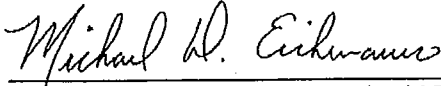
IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

**ENGINEER:**

**OWNER**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**City of Angola**



Michael D. Eichenauer, Executive V.P.

\_\_\_\_\_  
David B. Martin - Mayor

Attest:

\_\_\_\_\_  
Ryan P. Herbert – Clerk Treasurer

**SUPPLEMENTAL AGREEMENT NO. 1**

**ATTACHMENT "A"**

City of Angola - Poka Bache Trail NLT Project			
Scope of Work	Original Agreement	Supplement No. 1	Total
Project Administration	\$ 8,000.00		\$ 8,000.00
Topographic Survey & Route Plat	\$ 10,560.00		\$ 10,560.00
Right-of-Way Engineering Oversight & PL Determin.	\$ 16,700.00		\$ 16,700.00
Right of Way Plans	\$ 17,900.00		\$ 17,900.00
Right of Way Staking	\$ 8,600.00		\$ 8,600.00
Utility Coordination	\$ 19,800.00		\$ 19,800.00
Utility Coordination Construction Phase	\$ 8,400.00		\$ 8,400.00
SUE Coordination and Survey	\$ 6,600.00		\$ 6,600.00
Trail Design	\$ 65,400.00		\$ 65,400.00
CSGP Erosion Control	\$ 5,000.00		\$ 5,000.00
Contract Documents	\$ 6,000.00		\$ 6,000.00
Bidding Assistance	\$ 6,600.00		\$ 6,600.00
Construction Phase Services	\$ 5,000.00		\$ 5,000.00
Title Work	\$ 20,000.00		\$ 20,000.00
Legal Desc./ Land Plat	\$ 58,800.00		\$ 58,800.00
Utility Relocation Staking	\$ 4,400.00		\$ 4,400.00
Construction Inspection	\$ 56,000.00		\$ 56,000.00
SUI (subconsultant if-required)	\$ 20,000.00		\$ 20,000.00
Location Control Route Plat(Sub-Consultant)		\$ 4,000.00	\$ 4,000.00
			\$ -
<b>Total Fees</b>	<b>\$ 343,760.00</b>	<b>\$ 4,000.00</b>	<b>\$ 347,760.00</b>