

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

Monday, November 4, 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 October 21 minutes. (attachment)

UNFINISHED BUSINESS

1. Public hearing regarding the proposed appropriation reduction to the Cumulative Capital Development Fund. Ordinance No. 1767-2024. APPROPRIATION REDUCTION ORDINANCE FOR CUMULATIVE CAPITAL DEVELOPMENT FUND. (third reading) (attachment)
2. Ordinance No. 1768-2024. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYMENT POLICIES-EQUIPMENT, TOOLS, VEHICLES AND MACHINES. (third reading) (attachment)
3. Other unfinished business.

NEW BUSINESS

1. Request for financial support from Community Humane Shelter of Steuben County- last addressed on July 1, 2024 (attachment)
2. Request action on bids for the Wastewater 2024 Service Crane Truck tabled for further review.
3. Request approval of the 2025 Agreement for Services with the Steuben County Economic Development Corporation in the amount of \$62,500. (attachment)
4. Request approval of the City of Angola Façade Grant Agreement with Sean Elston for property located at 85 S. Public Square in the amount not to exceed \$5,000. (attachment)
5. Request approval of the Uniform Conflict of Interest Disclosure Statement for Amanda Cope. (attachment)

6. Reports:

- Clerk-Treasurer
- Department heads

7. Request approval of the Allowance of Accounts Payable Vouchers 71247 through 71426 totaling \$819,596.06.

8. Other new business.

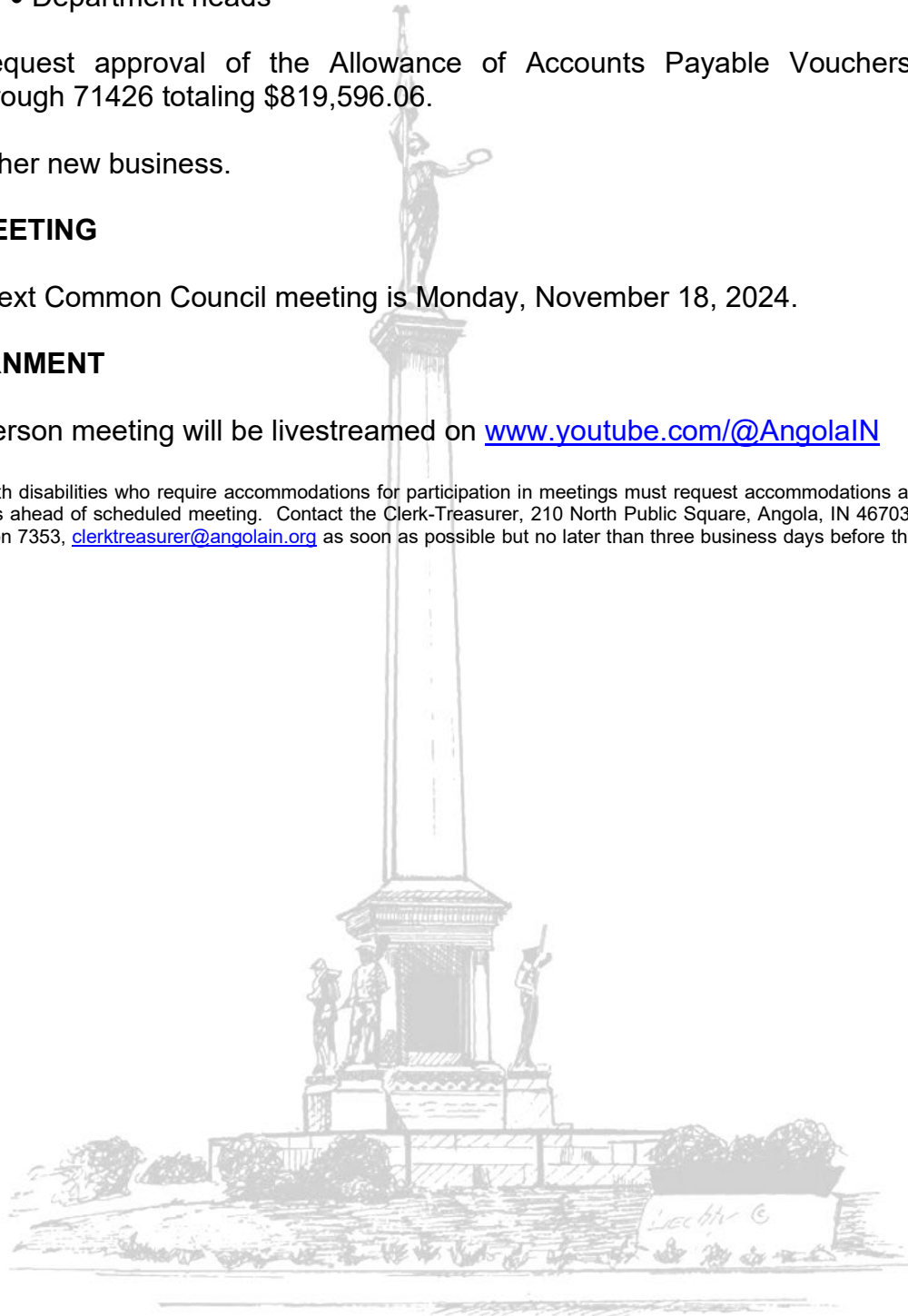
NEXT MEETING

The next Common Council meeting is Monday, November 18, 2024.

ADJOURNMENT

This in-person meeting will be livestreamed on www.youtube.com/@AngolaIN

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



October 21, 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 B. Martin presiding. Council Members Randy Coffey, David A. Olson, David W. Roe, and Jerold D. McDermid answered roll. Council Member Jennifer L. Sharkey was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Police Chief Ken Whitmire, Park Superintendent Matt Hanna, Wastewater Superintendent Jeff Gaff, and Human Resources Director Sue Essman.

Also present were County Council Member Rick Shipe, Quinn Miller, Cristian Wong-Ramos, Ryan Gienger, and Brendyn Lima.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the October 7, 2024 minutes. Council Member Coffey seconded the motion. The motion carried 4-0.

Minutes of the August 5th Board of Public Works and Safety meeting presented for Council information.

UNFINISHED 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 on third and final reading. Council Member Olson having reviewed the findings of the Plan Commission and taking into account the comprehensive plan, current conditions and character of the structures and uses in each district, the most desirable use of the land in its current and proposed zones, conservation of property value throughout the city, and responsible growth and development moved to adopt the proposed zoning change. Council Member McDermid seconded the motion. The motion to approve carried 4-0. (2500 N Wayne St)

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Ordinance No. 1766-2024, ORDINANCE FOR APPROPRIATIONS AND TAX RATES (2025), was read by title and presented to Council on second reading. Council Member

Olson moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0. Ordinance No. 1766-2024, ORDINANCE FOR APPROPRIATIONS AND TAX RATES (2025), was then read by title and presented to Council on third and final reading. Council Member McDermid moved to approve. Council Member Roe seconded the motion. The motion to approve carried 4-0.

Ordinance No. 1767-2024, APPROPRIATION REDUCTION ORDINANCE FOR CUMULATIVE CAPITAL DEVELOPMENT FUND, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Ordinance No. 1768-2024, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEMENT POLICIES- EQUIPMENT, TOOLS, VEHICLES AND MACHINES, was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Roe seconded the motion. The motion carried 4-0.

NEW BUSINESS

Resolution No. 2024-881. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6, was read by title and presented to Council for approval. Council Member McDermid moved to approve. Council Member Olson seconded the motion. The motion carried 4-0.

Bids for the Wastewater 2024 Service Crane Truck were opened by Wastewater Superintendent Jeff Gaff and read aloud. Three bids were submitted as follows:

Summit Truck	\$216,015.00
W.A. Jones	\$174,545.00
Maintainer	\$182,494.00

Council Member Olson moved to table any action until the bids could be reviewed. Council Member Roe seconded the motion. The motion carried 4-0.

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

DEPARTMENT HEAD REPORTS

Wastewater Superintendent Gaff reported that clarifier number 3 at the wastewater plant had been having problems. It was taken out of service and the tank was drained. Major repairs may be required.

Park Superintendent Hanna reminded everyone that Halloween in the Park is Thursday from 6:00 p.m. to 8:00 p.m. at the Selman Timber Frame.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 71018 through 71246 totaling \$1,051,693.59 which include interfund transfers of \$137,398.56. Council Member Coffey seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:16 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

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	\$500,000	_____
Total	\$500,000	

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

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

**AN ORDINANCE AMENDING THE
CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYMENT
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

was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Resolution No. 2024-871, 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, (Angola Wire) was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member Coffey seconded the motion. The motion to approve carried 4-0.

Council Member McDermid moved to approve the Proposal for Surveying and Engineering Design Services for the Mark Drive Reconstruction Project with Rowland Associates, Inc in the amount of \$38,000. Council Member Olson seconded the motion. The motion carried 4-0.

Tracey Floto of the Community Humane Shelter of Steuben County addressed the Council regarding the organization's need for a new van and requested financial support. Floto estimated the cost to be between \$30,000 and \$40,000. She explained that a grant for \$10,000 had already been received and the County had previously committed to match contributions up to \$20,000. Discussion followed. No action was taken.

DEPARTMENT HEAD REPORTS

Water Superintendent Selman reported that a company would begin potholing at service lines in the southwest quadrant of the City Monday as a part of the lead line inventory process. The water department staff will be following behind to fill holes and restore yards. Selman said to please forward him any questions that may come from the public.

Park Superintendent Hanna sent out a big thank you to the upcoming Fourth of July celebration sponsors.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 69355 through 69556 totaling \$761,237.34. Council Member Roe seconded the motion. The motion carried 4-0.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the **City of Angola, Indiana**, by and through its Council (the "Municipality"), and the **Steuben County Economic Development Corporation**, a not for profit corporation recognized under §501(c)(3) of the Internal Revenue Code (the "Corporation"), and it:

WITNESSETH:

WHEREAS, the Corporation provides services and assistance to municipal corporations within Steuben Municipality, Indiana, to promote commercial, industrial and civic development throughout said Municipality; and

WHEREAS, the Corporation is desirous of providing certain services to the Municipality and the Municipality is desirous to receive and has determined it is in need of the services of the Corporation pursuant to the terms, covenants, compensation, and conditions set forth in this Agreement.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipality and the Corporation agree as follows:

1. The Municipality shall retain the services of the Corporation, in an independent contractor relationship, to promote, attract and retain commercial employers within the Municipality's corporate boundaries. Such services may include recruitment of new industry, retention and expansion of existing industry, and general job promotion and economic development. The Corporation shall obtain and provide all equipment, materials, supplies and services necessary to accomplish its mission, including utilizing the marketing efforts of the Northeast Indiana Regional Marketing Partnership which markets Northeast Indiana globally. The Municipality hereby accepts and agrees to such engagement, subject to the terms and conditions contained herein.

2. In consideration of the services to be rendered by Corporation pursuant to this Agreement, the Municipality shall pay fees to the Corporation in the sum of Sixty Two Thousand Five Hundred Dollars (\$62,500.00), payable in four (4) equal installments upon receipt of invoice for said services. Such payment shall in no way be contingent upon or a function of the amount of tax collected by the Municipality, being that the parties hereby acknowledge that such payments will be considered fees for services. Payment hereunder shall be made by the Municipality within thirty (30) days of the Corporation filing a claim or invoice for payment with the Municipality setting forth the amount of such fees due and identifying the services performed.

3. The parties agree that the Corporation shall provide its services as an independent contractor and the Municipality shall not control the activities of the Corporation. The Corporation shall be solely responsible for any taxes imposed on the performance or payment for such services, including the withholding of state and federal income, sales, or ad valorem, unemployment compensation, workmen's compensation, Federal Insurance Contribution Act, Federal Unemployment Tax Act or other taxes. The Corporation shall be solely responsible for supervising and termination of their agents and/or employees and their salaries, deferred compensation or other benefits, and any and all other of their costs or expenses of doing business. Further, the Corporation shall be solely responsible for meeting any licensing or other requirements necessary in order to lawfully conduct the services to be provided under this Agreement.

4. This Agreement shall commence on the 1st day of January, 2025, and continue for a period of until December 31, 2025, and may be extended beyond said date by agreement of the parties. All fees for services due the Corporation as a result of any extension of this Agreement shall be negotiated by agreement of the parties. This Agreement may be terminated upon ninety (90) days written notice by either party prior to the expiration thereof.

5. No legislative, executive or administrative power of the Municipality shall be exercised by the Corporation in performing Corporation's duties hereunder. The Corporation and its agents and/or employees shall not represent themselves to be controlled or employed by the Municipality or have the right to make any contract or commitment for or on behalf of the Municipality. The Corporation and its agents and/or employees may represent to the general public or to any other person that they are independent contractors contractually affiliated with the Municipality to perform the services contemplated by this Agreement and shall do so if reasonably necessary to clarify any misunderstanding by the general public of the relationship of the parties.

6. The Corporation agrees and stipulates, on behalf of all its agents and/or employees, to indemnify and hold forever harmless the Municipality from any and all damages, losses or expenses of any kind, type or nature, including but not limited to, any and all attorney fees or court costs that may at any time be made, brought or threatened against the Municipality, arising out of the performance of the Corporation's obligation under this Agreement.

7. Municipality hereby acknowledges that the Corporation will provide services to governmental entities other than the Municipality which are similar to those services contemplated under this Agreement. Although there is no specified quantity of service form Corporation to perform, Corporation shall use its best efforts to work full-time to perform the services set forth in this Agreement and those similar agreements of other governmental entities other than the Municipality which are similar to those services contemplated under this Agreement. Municipality further waives any actual or purported conflict of interest of the Corporation arising from the provision of such like services to other governmental entities.

8. This Agreement is made and entered into in the State of Indiana, and shall in all respects be interpreted, enforced and governed under the laws of the State of Indiana.

9. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

10. This Agreement sets forth the entire agreement of the parties hereto and fully supersedes any and all prior agreements, negotiations or understandings between the parties, whether written or oral, pertaining to the subject matter hereof. This Agreement may not be modified or amended except by a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed and affirmed this Agreement on the date set forth above.


"Municipality"

CITY OF ANGOLA, INDIANA

By: _____
David Martin, Mayor
(Name) (Title)

"Corporation"

STEUBEN COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: 
Isaac R Lee, Executive Director
(Name) (Title)

30R9915



CITY OF ANGOLA FAÇADE GRANT AGREEMENT

Council Approved Amount _____
For office use only

WHEREAS, the undersigned are the Owners of a building or structure located within the City of Angola ("City");
WHEREAS, the City has been designated by the City of Angola Common Council as an urban area in need of economic revitalization;
WHEREAS, the City has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;
WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the City of Angola Common Council.

IN CONSIDERATION THEREOF, this 31 day of Oct. 20 24, Sean Eklsten ("Owner"), and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED

For purposes of this Agreement, "Owner" shall mean the Owner of the property hereinafter known as:

(INSERT PROPERTY ADDRESS) 85 S. Public Sq.

SECTION 2: CONSIDERATION AND SCOPE

Owner shall cause improvements to the public way and City shall grant money to the Owner for said enhancement and rehabilitation activities in a sum not to exceed \$5,000.

The parties expressly agree that improvements and rehabilitation activities undertaken under the terms of this Agreement are expressly for the betterment of the City of Angola. The parties hereto further agree that any improvement or activity contemplated by this Agreement is for the improvement of public spaces and/or works.

SECTION 3: CONTRACT DOCUMENTS

The following Documents are attached hereto and hereinafter incorporated by reference:

- a. This Agreement;
- b. Copy of the Recorded Property Deed;
- c. Grant Application;
- d. Description of Work;
- e. General Conditions/Specifications;
- f. Special Instructions (if any);
- g. Contract Addenda (if any).
- h. Evidence of insurance from property owner/tenant/contractor

This Agreement, together with other documents enumerated in this Section shall comprise the entirety of the Contract between the parties. All prior documents, negotiations or correspondence are to be considered as merged fully into this document.



CITY OF ANGOLA FAÇADE GRANT PROGRAM

Notarization of Property Information and Ownership Verification

ADDRESS OF PROPERTY: B5 S PUBLIC SQUARE, ANGOLA, IN 46703

State of INDIANA, County of STEBEN being duly sworn deposes

and says that he/she is the owner of the property above named, that he/she has read and understood all the information contained herein and that all answers and statements contained in this form are true.

[Signature]
Signature of Owner

Subscribed and sworn before me this 31 day of October, 2024

Resident of Steben County

Stephanie R. Dean
Signature of Notary Public

Stephanie R. Dean
Printed Name

August 17, 2029
My commission expires:



STEPHANIE R. DEAN, Notary Public
Steben County, State of Indiana
Commission Number NP0735575
My Commission Expires August 17, 2029

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

Owner agrees to fully perform all of the work described in the documents enumerated in Section 4 of this Agreement. Owner, upon receipt of an executed Grant Agreement from the City, shall furnish all supervision, technical knowledge, personnel, labor, materials, tools, equipment and shall perform all work required for the rehabilitation and renovation of the subject property.

SECTION 5: OWNER RESPONSIBILITIES

- a. Obtaining Quotes: Owner agrees to obtain up to two (2) quotes from qualified contractors prior to the initiation of work. Owner shall forward these quotes to the City. Owner will accept the most appropriate responsive and responsible bid. In the event Owner wishes not to proceed with any of the responsive bidders, he or she must submit in writing the reason therefore to the Department of Economic Development and Planning. The City may, in its discretion, permit Owner to select an appropriate contractor.
- b. Start date: Owner agrees to commence work within 30 calendar days of receipt of an executed Grant Agreement. This requirement does not apply to the Owner's hiring of an architect or engineer and applies only to Contractor's providing labor and materials for construction.
- c. Subcontracting: The Owner agrees that he/she is completely responsible for the acts or omissions of his subcontractors and of the person either directly or indirectly employed by them. **Nothing in the Contract documents shall create any contractual relationship between any contractor, subcontractor or agent of Owner, and the City of Angola.**
- d. Equal Employment and Federal Labor Standards: The Owner will not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.
- e. Permits, Fees, Engineering Studies and Registered Surveys: The Owner shall obtain and pay for all necessary permits, inspection charges and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies and registered surveys as required and specified.
- f. Compliance with Code: The Owner shall perform all work done under the contract in a journeyman-like manner and in conformance with applicable codes, ordinances, regulations, and requirements whether or not covered by the specifications and drawings for the work as made part of the contract.
- g. Protection and Storage: The Owner shall protect the premises and public right of ways from damage. Drop cloths shall be used when required. Sidewalks and roadways shall be kept clear of materials and equipment. The premises shall be protected from weather and natural elements. (see insurance details (i))
- h. Clean Up and Clearance: The Owner shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Owner unless stated otherwise in the specifications. If lead hazard abatement is involved, clearance is required. Liability of all damages that may occur is that of the building owner/tenant.
- i. Insurance: Owner shall maintain, during the entire term of this Agreement, general liability insurance in an amount equal to \$500,000.00 or more combined single limit.
- j. Information Exchange: The Owner shall agree to submit to the City, upon request, any information concerning work performed or to be performed under this Contract.

Property Taxes: Property taxes for the building cited in the grant application must be current and proof of that status must be provided.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

- a. The City shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.
- b. Owner may not use City funds for any of the following items:
 - i. Interior improvements;
 - ii. Additions to existing structures;
 - iii. Sidewalks;
 - iv. Purchase of furnishings, equipment or other personal property
 - v. Improvements completed or in progress prior to notification of approval;
 - vi. Repair or creation of features not compatible with original architecture.

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

The parties agree that City funds used to purchase and/or otherwise finance exterior improvements to the above described real estate are considered permanent in nature and will remain with the subject property, even in the event of sale by Owner to a third-party.

Owner may not remove, dispose of or otherwise procure the absence of any fixture or improvement financed with City Funds. In the event that Owner should remove any fixture, improvement or any part thereof, The City shall have the right to receive the full amount of the grant made to Owner under the terms of this Agreement.

Nothing in this section may be construed as abrogating or altering any other remedies ascribed to the City or to the Owner by operation of this Agreement. The remedy contemplated under this section is additional to any other remedy available at law or equity.

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$_____ for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

- a. Owner has fully performed all of the work described in the contract documents.
- b. Owner has expended an amount equal to or greater than the grant amount described above.
- c. Owner has completed, signed and delivered an invoice, cancelled payment check, and claim form to the City indicating total project cost.
- d. Owner has complied with the "no lien" provisions contained in Section 11 of this Agreement.

After Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the City.

The City shall not be obligated to pay any sum in excess of \$5,000.00 for work performed under this Agreement.

SECTION 9: CONFLICT OF INTEREST

No member of the governing body of the community and no other officer, employee or agent of the community, who exercises any function or responsibilities with the planning of the project, shall not be involved with the review or approval of a project associated in this Contract; and, shall take appropriate steps to assure compliance.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)

SECTION 10: INDEMNIFICATION

Owner, Owner's agents and any contractor or subcontractor acting on behalf of Owner, hereby agree to indemnify, defend, and hold harmless the City of Angola from and against any and all losses, liabilities, damages, expenses, cost and fees (including, without limitation, attorney's fees and other professional fees) incurred by the City arising from Owner's breach or the acts or omissions of Owner, its employees, agents, subcontractors, invitees and representatives.

SECTION 11: NO LIENS

As material consideration for the execution of this Agreement by City, the parties hereto agree that no liens shall attach to the Project or to the Work or to any funds that may be payable under this Agreement, in any case by reason of payment or non-payment by or to Owner, or any subcontractor's mechanics, journeymen, laborers or persons performing labor upon furnishing materials equipment or machinery for the Work (collectively "waiving person"). Owner, for it and for all other waiving persons, hereby WAIVES all right to claim a lien, or to file notice of a lien, against the Project or the Work for any purpose. If any liens are filed, Owners shall at its expense, obtain the release or discharge of the lien. If Owner fails to promptly do so, City shall have all legal and equitable rights and remedies against Owner.

SECTION 12: AUTHORITY

Each person signing this Agreement in a representative capacity on behalf of Owner or City warrants and represents that

- (i) said person has the actual authority and power to sign and bind the person's respective principal to this Agreement; and
- (ii) all action necessary to authorize execution of this Agreement has been duly taken.

SECTION 13: WARRANTIES

Owner hereby warrants that the Work, including all labor materials, soil compaction and workmanship for a period of one (1) year from and after full completion of all of the work will be free of defects, irregularities and deficiencies, and shall promptly repair, at Owner's expense, all such defects, irregularities and deficiencies detected by the City, its successors or agents, within said one-year period.

SECTION 14: BREACH; REMEDIES

In the event of a breach or threatened breach of this Agreement, the City shall have the right to monetary damages, equitable relief (including without limitation, specific performance) or any other rights or remedies available at law or equity. All remedies of the City shall be cumulative and shall not be deemed exclusive.

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

The provisions of this Agreement may not be waived, amended or modified except by the express terms of an instrument or documents written and signed by the City and the Owner.

This Agreement and its attachments constitute the entire understanding between the parties. If for any reason a provision hereof is determined by a court of competent jurisdiction to be invalid, unenforceable or illegal, said determination shall not affect the validity of all other provisions of this Agreement.

SECTION 16: ADDITIONAL COVENANTS

The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon, the heirs, personal representatives, successors and assigns of Owner and City, provided that this Agreement may not be assigned by Owner without the express written consent of the City.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION 18: NOTICE

All notices required to be sent from one party to another shall be sent by US Mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By:
Mayor, City of Angola, Indiana



By:
Owner

By:
Tenant

Date

10/31/24
Date

Date



City of Angola
Office of Economic Development and Planning
210 N. Public Sq. - Angola City Hall 2nd Floor
Angola, IN 46703

(260) 665-7465
email: planning@angola.in.org
website: www.angola.in.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 85 S PUBLIC SQUARE, ANGOLA, IN 46703
Name of Applicant: SEAN ELSTEN
Mailing Address: 2921 W SHADY SIDE RD. ANGOLA, IN 46703
Phone: 260 740 2243 Email: SEAN..ELSTEN@GMAIL.COM
Business Name: _____
Federal Tax ID # 316 96 0130

Your relationship to the project: Business Owner Contractor Property Owner

If not the property owner, enter the owner's name and information below.
(See Property Information and Ownership Verification Form attached)

Owner's Name: _____
Address: _____
Phone: _____ Email: _____

Has this site previously received an improvement grant from the City of Angola? Yes No
If yes, list the dollar amount. \$ _____
Are property taxes current? Yes No

Include below a complete description of the proposed facade improvements.
Applications must include a photograph of the property in its current condition, plans drawn to scale, photographic rendering, samples of paint colors and materials to be used and the project budget.

Description of Project:
MASONRY TUCKPOINTING: THIS PROJECT IS TO REPAIR
MASONRY AND MASONRY JOINTS ON THE SOUTH FACING
WALL OF THE SUBJECT PROPERTY. SOME BRICKS AND
MORTAR WILL NEED TO BE REPLACED USING SAME
COLOR BRICKS. SOME MORTAR WILL BE GROUND OUT
AND REPLACED USING ~~THE SAME~~ A LIME
BASED MORTAR THAT IS APPROPRIATE FOR THE
ERA AND EVERY EFFORT WILL BE MADE TO MATCH
APPEARANCE AND COLOR TO THE REST OF THE
BUILDING.



CITY OF ANGOLA FAÇADE GRANT PROGRAM

PROPERTY INFORMATION AND OWNERSHIP VERIFICATION FORM

This form must be notarized.

GRANT PROJECT LOCATION

Address: 85 S PUBLIC SQUARE Angola, IN 46703

APPLICANT INFORMATION

Name of Applicant: SEAN ELSTEN

Address: 2921 W SHADY SIDE RD. ANGOLA, IN 46703

Telephone Number: (269) 740-2243 Email Address: SEAN.ELSTEN@GMAIL.COM

PROPERTY OWNER NAME (if different than applicant):

Name of Owner:

Address:

Telephone Number: () - Email Address:

PROPERTY OWNER VERIFICATION

As the legal deeded owner of the above property, I hereby grant authorization to complete the façade and/or improvements as indicated in this application.

SEAN ELSTEN

10/31/2024

Printed Name of Property Owner(s)

Date

[Handwritten Signature]

10/31/2024

Signature of Property Owner(s)

Date

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION (continued)

Date of proposed start: 11/1/24 Date of initial building inspection: _____
Date of proposed completion: 12/31/24 Date of design consultation with Indiana _____
Estimated cost of improvement: \$ 30,000 Landmarks Representative: _____
Amount of funding requested: \$ 5,000 Indiana Landmarks Representative: _____

Name of Contractor and Business Name: BYERS MASONRY
Address: CARRET, IN
Phone: 260 485 9185 Email: _____

I understand that local and or state permits must be obtained prior to starting the project.
I understand and have read the Façade Program Guidelines and that in order for the request of project funds to be approved I must follow the guidelines of the City of Angola, the City of Angola Common Council and reviewed by the City of Angola's Historic Preservation Commission.

Name of Applicant (Printed): SEAN ELSTEN

Applicant Signature: 

Date: 10/31/2024

Completed application and forms can be mailed, emailed or delivered to :

The City of Angola
Office of Economic Development and Planning
210 N Public Square
Angola, IN 46703
ph: 260-665-7465
email: mbird@angolain.org
website: www.angolain.org

For office use:

Date passed by Angola Common Council: _____



Surface to be repaired:



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-16) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Amanda Cope
2965 N 75 W, Angola, IN 46703
2. Title or Position With Governmental Entity: City Engineer
3. a. Governmental Entity: City of Angola, IN
b. County: County of Steuben
4. This statement is submitted (check one):
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): H&A Industrial Sewing, LLC
Hillary Cope and Amanda Cope are the principal members, owners,
and operators of this LLC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
H&A Industrial Sewing, LLC proposes to fix and repair damaged
Angola Fire Department turnout gear. Repairs to be done on
an as needed basis. Work would be done on a quote and
PO basis and not on a contract basis.

7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

H&A Industrial Sewing, LLC would receive payment for repair services rendered. No products will be sold - only services. In past years the City of Angola has paid outside vendors approximately \$1,000 per year for such repair services.

(Attach extra pages if additional space is needed.)

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the Mayor of Angola xk
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

David B. Martin, Mayor

Elected Official

Office

9. Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 10/15/2024
(month, day, year)

Printed Name: Amanda R. Cope
(Please print legibly.)

Email Address: acope@angolain.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.