

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

Monday, July 21, 2025 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Dowe _____ McDermid _____

2. Remarks by Mayor Martin

3. Request approval of the July 7 minutes. (attachment)

- Minutes of the June 2 Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Public hearing regarding the proposed solid waste charge. Ordinance No. 1780-2025. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE (\$18.35) (third reading) (attachment)
2. Ordinance No. 1781-2025. AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2026 (second reading) (attachment)
3. Ordinance No. 1782-2025. AN ORDINANCE AMENDING THE CITY OF ANGOLA CODE OF ORDINANCES TITLE 9 PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.05 GENERAL OFFENSES. (Open Burning) (second reading) (attachment)
4. Other unfinished business.

NEW BUSINESS

1. Ordinance No. 1783-2025. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (520 S 100 E) (first reading) (attachment)
2. Request approval of the lien and utility bad debt reports totaling \$1,270.11 for the twelve months ending 12/31/2024. (attachment)

3. Set elected officials salaries for 2026. (attachment)
4. Request approval of the Agreement for Professional Services for Project Administration with Dixon Engineering in the amount of \$88,300. (attachment)
5. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending June 2025 is presented for Council information. (attachment)
6. Reports:
 - Clerk-Treasurer
 - Department head
7. Request approval of the Allowance of Accounts Payable Vouchers 75244 through 75472 totaling \$2,074,945.09 which includes interfund transfers of \$856,724.75.
8. Other new business.

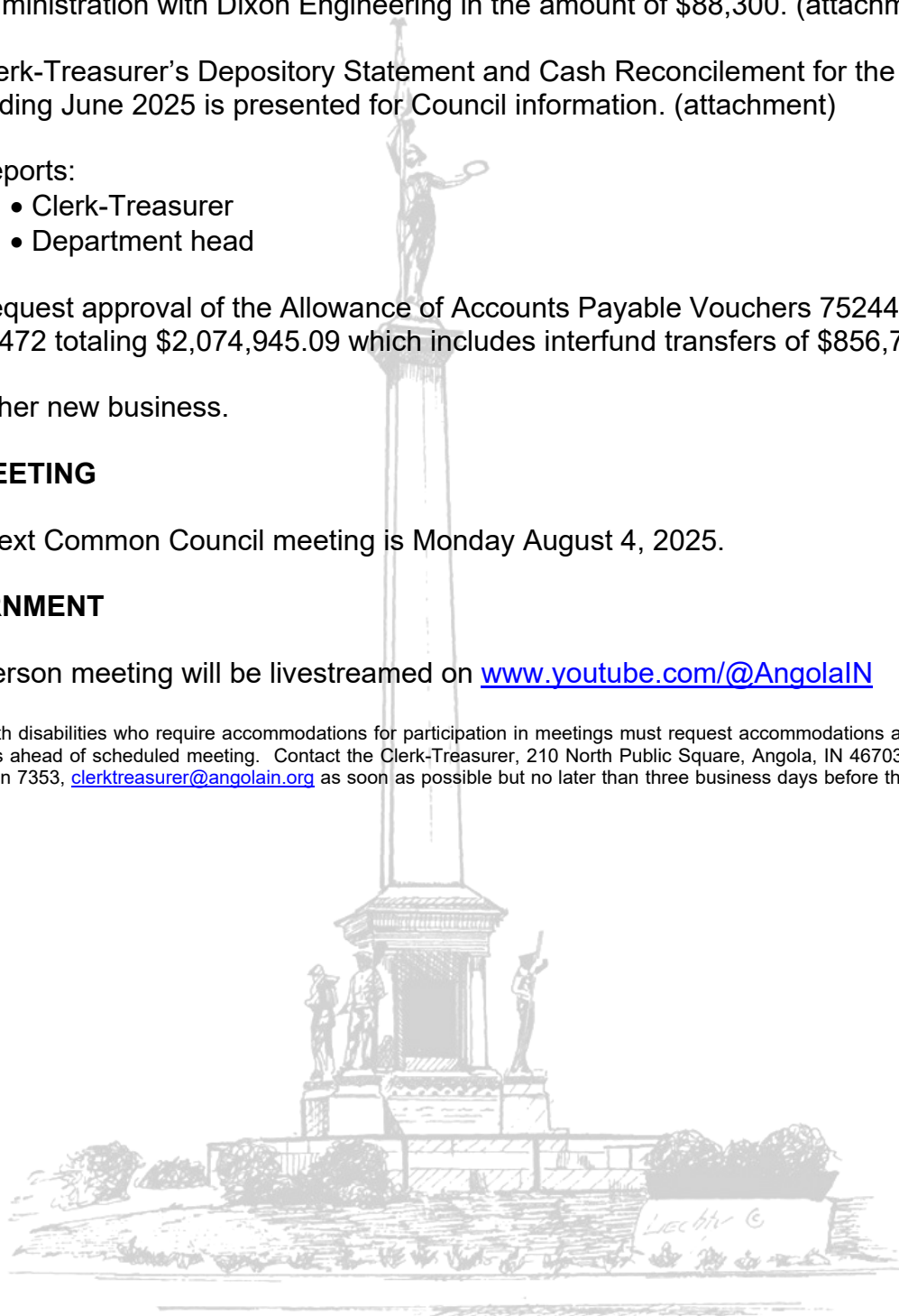
NEXT MEETING

The next Common Council meeting is Monday August 4, 2025.

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.



July 7, 2025

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:30 p.m. at City Hall, 210 North Public Square with Mayor David B. Martin presiding. Council Members Randy Coffey, David A. Olson, Charles P. Dowe, Jennifer L. Sharkey (via Microsoft Teams), and Jerold D. McDermid answered roll. No Council Member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Police Chief Ken Whitmire, Fire Chief Bill Harter, Water Superintendent Mitch Sattison, Assistant Wastewater Superintendent Cory Ritter, Information Technology Director Mark Marple, and Human Resources Director Sue Essman.

Also among those present were Nathan Brune and Lori Young.

APPROVAL OF THE MINUTES

Council Member McDermid moved to approve June 16, 2025 minutes. Council Member Coffey seconded the motion. Upon a roll call vote the motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1780-2025, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE CHAPTER 8.05 SOLID WASTE (\$18.35), was read by title and presented to Council on second reading. Council Member Dowe moved to approve. Council Member McDermid seconded the motion. Upon a roll call vote the motion carried 5-0.

NEW BUSINESS

Ordinance No. 1781-2025, AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2026 , was read by title and presented to Council for first reading. Council Member Dowe moved to approve. Council Member Olson seconded the motion. Discussion followed. Upon a roll call vote the motion carried 5-0.

Ordinance No. 1782-2025, AN ORDINANCE AMENDING THE CITY OF ANGOLA CODE OF ORDINANCES TITLE 9 PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.05 GENERAL OFFENSES (Open Burning), was read by title and presented to Council for first reading. Council Member Olson moved to approve. Council Member Dowe seconded the motion. Discussion followed. Upon a roll call vote the motion carried 4-1 with Council Member Coffey dissenting.

A public hearing regarding the proposed award of public-private agreement for the Pokagon Utility Project Divisions one and two was opened by Mayor Martin at 7:48 p.m. There being no public comment the hearing was considered closed at 7:49 p.m. Resolution No. 2025-891. RESOLUTION OF THE CITY OF ANGOLA APPROVING AWARD OF BUILD-OPERATE-TRANSFER CONTRACT WITH KOKOSING INDUSTRIAL, INC. was read by title and presented to Council for approval. Council Member McDermid moved to approve. Council Member Dowe seconded the motion. Discussion followed. Upon a roll call vote the motion carried 5-0.

Council Member McDermid moved to approve the Build Operate Transfer Agreement for Pokagon Utility Project Divisions 1 & 2 Construction with Kokosing Industrial Inc. for a Guaranteed Maximum amount of \$17,274,800. Council Member Olson seconded the motion. Discussion followed. Upon roll call vote the motion carried 5-0.

Council Member Dowe moved to approve the Agreement for Pokagon Utility Project Divisions 1 & 2 Resident Project Representation Services and Division 2 Construction Administration Services with Wessler Engineering in the amount of \$924,700. Council Member Olson seconded the motion. Upon a roll call vote the motion carried 5-0.

Council Member Dowe moved to approve the Pokagon Utility Project Division 1 Construction Administration Services Agreement with Fleis & VandenBrink in the amount of \$225,000. Council Member McDermid seconded the motion. Upon a roll call vote the motion carried 5-0.

Council Member Dowe moved to approve the Pokagon Utility Project Division 3 Construction Administration Services Agreement with Wessler Engineering in the amount of \$40,000. Council Member McDermid seconded the motion. Upon a roll call vote the motion carried 5-0.

DEPARTMENT HEAD REPORTS

Clerk-Treasurer Herbert reported that preclosing had been held this week for all of the bonds, bans, and grants associated with the Pokagon Utility Project. The closing date is set for tomorrow and funds will be transferred then.

Police Chief Whitmire reported that the new camera system had been installed in police vehicles and is up and running.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 74932 through 75243 totaling \$1,080,455.01. Council Member Coffey seconded the motion. Upon a roll call vote the motion carried 5-0.

OTHER NEW BUSINESS

Council Member Olson raised the issue of how dangerous the crosswalks are on Williams Street at Carlin Park and on South Wayne Street. Olson asked if there is any way we could add additional lights at these locations. Police Chief Whitmire reported that he and Street Commissioner Ritter are investigating, with our electric provider, placing additional lighting in these locations. Discussion followed. Council Member Olson asked if we could look into additional flashing lights at these locations like we have at the crossing near the YMCA. Further discussion followed regarding the cost. No formal action was taken at this time.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 8:05 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

JUNE 2, 2025

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:30 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Street Commissioner Chad Ritter, Water Superintendent Mitch Sattison, Wastewater Superintendent Jeff Gaff, Police Patrol Officer Allie Curdes.

Also among those present were Common Council Members Randy Coffey and Charles Dowe.

APPROVAL OF MINUTES

Member McDermid moved to approve May 19, 2025 minutes. Member Olson seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Discussion was held regarding repairs to the retention pond located in The Fountains subdivision. Mayor Martin provided history on the retention pond and the current state. Last year The City had acquired a court order to clean the pond out so it could properly function and bill the owner. This spring there was a significant rain event that caused flooding in the neighboring addition which was caused by the increased flow from the pond in the Fountains. City Engineer Cope reported that she had received a quote of \$75,300 to for maintenance and reconstruction work to return the pond to its original design and condition. This would allow the pond to hold the correct amount of water and stop the flooding of the neighboring addition. Discussion followed. City Attorney Shoup stated that the City could possibly receive a judgment to recoup part of the cost, but it is not guaranteed and there are restrictions. Further discussion followed. Member McDermid moved that the city proceed with the repairs that were quoted at \$75,300. Member Olson seconded the motion. The motion carried 3-0

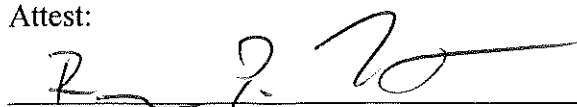
ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:46 p.m.



David B. Martin, Chair

Attest:



Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1780-2025

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE
CHAPTER 8.05 SOLID WASTE**

WHEREAS, the City of Angola provides by contract curbside solid waste collection services to residential users;

WHEREAS, said contract cost per unit for residential users is \$18.28;

WHEREAS, the City provides administrative services for the billing and collection of said cost per unit;

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

Section 1. Section 8.05.070 Charges and billing – Refusal to pay is amended to read as follows:

(A) Charge Establishment and Collection Power. The city is authorized and empowered to determine and fix a fair and reasonable charge to be made against every owner, occupant or lessee of property, and to establish a method of assessment and collection of these charges.

(B) Charge – Billing. Each owner, tenant or occupant of such residence shall pay to the city \$18.35 per month for such collection service, and such charge shall be added to and paid along with each utility bill. If there is no meter at any residence, the solid waste charge shall be billed to the owner, tenant, or occupant.

(C) Refusal to Pay Charges. In the event that the tenant, owner, or occupant refuses or neglects to pay the monthly charges for solid waste collection, the charges shall become an obligation of the property owner and may be filed as a lien against the property by the Clerk-Treasurer.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of July 2025 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1780-2025

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 July 2025.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of July 2025.

David B. Martin, Mayor

ORDINANCE NO. 1781-2025

**AN ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS,
DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND
FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2026**

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

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

WHEREAS, funding is available, and the Common Council wishes to increase compensation of said appointed officers, deputies, other employees, police and firefighters for the year 2025;

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

Section 1. From and after December 21, 2025 and continuing through December 19, 2026 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

Office of the Clerk-Treasurer

Deputy Clerk	26.72 -	35.62 hourly
Deputy Payroll Clerk	24.91-	33.21 hourly
Deputy Utility Clerk	24.00-	30.80 hourly

Office of the Mayor

Board of Public Works & Safety Member		820.00 quarterly
Human Resource Director	2,377.03 -	3,169.38 biweekly
Administrative Assistant	23.10 -	30.80 hourly

Economic Development & Planning Department

Economic Development & Planning Director	2,285.61 -	3,169.38 biweekly
Planner	25.69 -	34.45 hourly
Community Coordinator	22.21 -	30.80 hourly

Information Technology Department

Systems Administrator	2,549.46-	3,399.27 biweekly
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Law Department

City Attorney	1,784.81 -	2,379.75biweekly
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ORDINANCE NO. 1781-2025*Engineering Department*

City Engineer	3,570.75 -	4,761.00 biweekly
Engineering Assistant	32.49-	43.33 hourly
MS4/Engineering Assistant	27.33-	36.45 hourly
Project Coordinator	27.33-	36.45 hourly

Building & Safety Department

Building Commissioner	2,377.03 -	3,169.38 biweekly
PT Code Enforcement	15.00 -	22.00 hourly

Fire Department

Fire Chief	2,549.33-	3,399.10 biweekly
Division Training Chief	2,303.03-	3,076.93 biweekly
Battalion Chief	2,157.79-	2,882.88 biweekly
Captain	2,041.72-	2,722.30 biweekly
First Class Firefighter	1,914.68-	2,552.91 biweekly
Firefighter	1,727.92-	2,303.89 biweekly
PT Firefighter	15.00 -	24.00 hourly

Police Department

Chief of Police	2,549.33-	3,399.10 biweekly
Assistant Chief of Police	2,410.96 -	3,246.75 biweekly
Sergeant	2,208.78 -	3,003.95 biweekly
Detective	2,166.39 -	2,946.31 biweekly
First Class Patrol Officer	2,041.72 -	2,776.74 biweekly
Patrol Officer	1,735.97. -	2,554.86biweekly
Dispatcher	22.10-	29.46hourly
PT Patrol Officer		26.00 hourly
PT Dispatcher	18.00-	24.00 hourly
PT School Crossing Guard		22.00 shift (am/pm)

Street Department

Street Commissioner	2,377.03-	3,169.38 biweekly
Assistant Street Commissioner	25.45 -	33.93 hourly
Maintenance	23.43 -	31.52 hourly
Clerk/Maintenance	21.62-	28.82 hourly

Parks & Recreation Department

Park Superintendent	2,377.03-	3,169.38 biweekly
Assistant Park Superintendent	25.45-	33.93 hourly
Maintenance	23.43 -	31.52 hourly
Events and Marketing Coordinator	23.10-	30.80 hourly
PT Recreation Staff	15.00 -	22.00 hourly

ORDINANCE NO. 1781-2025

Water Department

Water Superintendent	2,545.46-	3,393.94 biweekly
Assistant Water Superintendent	27.76-	37.01 hourly
Certified Operator	24.95-	33.26 hourly
Operator	22.38 -	29.83 hourly

Wastewater Department

Wastewater Superintendent	2,545.46-	3,393.94 biweekly
Assistant Wastewater Superintendent	27.76-	37.01 hourly
Lab Technician/Pretreatment Coordinator	25.94 -	34.58 hourly
Certified Operator	24.95 -	33.26 hourly
Operator	22.38-	29.83 hourly

Any Department

PT Assistant	15.00 -	22.00 hourly
PT Clerk	15.00 -	22.00 hourly
PT Operator	15.00 -	22.00 hourly
PT Maintenance	15.00 -	22.00 hourly
PT Seasonal Maintenance	15.00 -	22.00 hourly
Intern	0.00 -	22.00 hourly

Section 2. New and incumbent employees.

- (A) Except for employees of the Clerk-Treasurer, the Office of the Mayor will evaluate and approve appointed officers, deputies, and other employees and police and firefighters (employee) compensation. When establishing compensation, due consideration shall be given to the following:
- (1) the skills, qualifications, and training of the employee;
 - (2) the review and recommendation of the department head as documented on the Employee Performance Review; and
 - (3) any other factors as the Office of the Mayor deems important in establishing compensation.
- (B) The Clerk-Treasurer is hereby authorized to grant the above compensation to employees of the Office of Clerk-Treasurer. When establishing compensation, due consideration shall be given to the following:
- (1) the skills, qualifications, and training of the employee;
 - (2) the review and recommendation of the Clerk-Treasurer as documented on the Employee Performance Review.

Section 3. Compensation adjustments.

The Office of the Clerk-Treasurer shall be notified in writing by the Office of the Mayor of all employee compensation adjustments and the effective date.

ORDINANCE NO. 1781-2025

Section 4. Fire department.

- (A) Firefighters shall receive longevity pay over and above base salary, commencing January 1 following the completion of one full year of service. Years of service are determined on 12/31 of the prior year for the current year's longevity. Longevity compensation shall be computed by a percentage of the First Class Firefighter top rate fixed in the effective salary ordinance. The percentage is determined in accordance with the following schedule:

<u>Upon the completion of continuous service of:</u>	<u>Percentage</u>
One (1) full year to four (4) years-----	1%
Five (5) to nine (9) years-----	3%
Ten (10) to fourteen (14) years-----	5%
Fifteen (15) to nineteen (19) years-----	7%
Twenty (20) or more years-----	9%

- (B) The hourly rate of firefighters who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall
- (1) receive hourly rate based on 2,756 hours per salary ordinance year (13 28-day work periods times 212 hours); and
 - (2) receive overtime for all hours worked over 212 hours in a 28-day work period.
- (B) Compensation for full-time fire department firefighters will be as follows:
- (1) Firefighter (without minimum certifications*) - beginning with the hire date and continuing through the second year of continuous service with the Angola Fire Department. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.
 - (2) First Class Firefighter (with minimum certifications *) - beginning with the hire date. Start rate will be established by Human Resources and the Fire Chief, based on prior experience.
- * Minimum Certifications: Firefighter I and II and EMR, NIMS 100,200,700&800, HazMat Operations.

Section 5. Police department.

- (A) Police department officers shall receive longevity pay over and above base salary, commencing January 1 following the completion of one full year of service. Years of service are determined on 12/31 of the prior year for the current year's longevity. Longevity compensation shall be computed by a percentage of the First Class Patrol Officer top rate fixed in the effective salary ordinance. The percentage is determined in accordance with the following schedule:

ORDINANCE NO. 1781-2025

<u>Upon the completion of continuous service of:</u>	<u>Percentage</u>
One (1) full year to four (4) years-----	1%
Five (5) to nine (9) years-----	3%
Ten (10) to fourteen (14) years-----	5%
Fifteen (15) to nineteen (19) years-----	7%
Twenty (20) or more years-----	9%

- (B) Full-time, non-exempt officers shall receive shift differential pay whose regular shift assignment is B or C shift of \$2,000 per year. Bi-weekly salary will be adjusted to reflect the shift differential. In the case of a mid-year shift reassignment, bi-weekly salary will be adjusted accordingly, beginning the first Sunday following reassignment. Shift differential will not apply in case of sporadic or temporary shift changes.
- (C) The hourly rate of police officers who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) and who are working the 28-day work period shall
- (1) receive hourly rate for all hours over and above scheduled hours. Hourly rate is based on 2,223 hours per salary ordinance year (13 28-day work periods times 171 hours); and
 - (2) receive overtime for all hours worked over 171 hours in a 28-day work period.
- (D) Compensation for full-time police department officers will be as follows:
- (1) Patrol Officer – beginning with the hire date and continuing through the second year of continuous service with the Angola Police Department.
 - (3) First Class Patrol Officer – beginning with the third year of continuous service with the Angola Police Department.
 - (4) After completion of one year of continuous service as Patrol Officer, the Chief of Police may recommend First Class Patrol Officer status for an officer who has had previous full-time police experience of at least two years, has successfully completed the Indiana Law Enforcement Academy, and has displayed a level of performance with the department, which would warrant consideration. Such recommendation shall be carefully considered and must receive approval from the Office of the Mayor.
- (E) Upon the award of a federal or state grant for additional policing activities, police department officers who are voluntarily working additional policing activities during off-duty hours shall receive the hourly rate specified by the grant. If no hourly rate is specified by the grant, the officer shall be paid their hourly rate.
- (1) The term “Traffic Safety Education and Enforcement” includes activities with a primary purpose of educating the motoring

ORDINANCE NO. 1781-2025

public, bicyclists, and pedestrians, and enforcement of State Traffic Laws pertaining to them and their safety on all applicable thoroughfares

Traffic Safety Education and Enforcement Overtime is a volunteer work assignment that has been approved by Traffic Safety Education and Enforcement assignment and is in excess of the officers normally scheduled hours of work. Traffic Safety Education and Enforcement Overtime shall be paid at a rate two times that of the officer's regular hourly duty rate of pay regardless of the funding source.

- (F) Part-time School Crossing Guards will receive shift pay on regularly scheduled school days that are cancelled.

Section 6. Effective date.

This ordinance shall become and remain in full force and effect upon passage and adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of August 2025 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 August 2025.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1781-2025

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of August 2025.

David B. Martin, Mayor

ORDINANCE NO. 1782-2025

**AN ORDINANCE AMENDING THE CITY OF ANGOLA CODE OF
ORDINANCES TITLE 9 PUBLIC PEACE, MORALS AND WELFARE,
CHAPTER 9.05 GENERAL OFFENSES**

BE IT ORDAINED by the Common Council of the City of Angola, Indiana, that Angola Municipal Code of Ordinances Title 9 Public Peace, Morals and Welfare, Chapter 9.05 General Offences is hereby amended as follows:

Section 9.05.070 is repealed in its entirety and is hereby replaced with the following:

Section 9.05.070 Open Burning of Materials

(A) No person shall start, maintain, or permit the burning of any of the following: trash, garbage, rubbish, yard waste, tree limbs, brush, grass, construction materials, debris.

(B) Recreational bonfires and campfires or similar things are allowed but shall follow these rules: Said fires shall be at least 10 feet from any structure. Said fires must be contained in a metal or stone container that does not exceed 3 feet in diameter. Said fires must be attended at all times. Only “clean” wood or charcoal may be burned. Treated or painted wood is not “clean” wood. The fire shall be extinguished before it is left unattended. No fires shall be created during high winds or during a dry spell. The Fire Chief shall determine whether the winds are too high or the conditions are too dry.

Section 9.05.080 is repealed in its entirety and is hereby replaced with the following:

Section 9.05.080 Penalty

Any person violating the provisions of this chapter for which no specific penalty is otherwise stated shall be subject to a civil fine of up to \$2,500 for the first violation and a fine of up to \$7,500 for subsequent violations as per Angola Code of Ordinances 1.15.010.

This Ordinance shall be in full force and effect from and after its adoption by the Common Council, approval by the Mayor, and publication according to law.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of August 2025 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

ORDINANCE NO. 1782-2025

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 August 2025.

Ryan P. Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of August 2025.

David B. Martin, Mayor

ORDINANCE NO. 1783-2025

**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 a parcel of land to Small to Medium General Commercial (C1) District. The property is located at 520 S 100 E, parcel number: 760730000004000016.

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 on July 14, 2025, held a legally advertised Public Hearing; and

WHEREAS, the City of Angola Plan Commission, on July 14, 2025, 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 parcels totaling approximately 1.38-acres located at 520 S 100 E (Parcel ID 760730000004000016). The legal description is attached hereto as Exhibit A.

The aforementioned tract of land shall officially be changed to the Small to Medium General Commercial (C1) 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. 1783-2025

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, this _____ day of _____, 2025.

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 _____ 2025.

Ryan Herbert, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of _____ 2025.

David B. Martin, Mayor

Exhibit A

Legal Description

A part of the Fractional Southwest Quarter of Section 30, Township 37 North, Range 14 East, Scott Township, Steuben County, Indiana, described as follows:

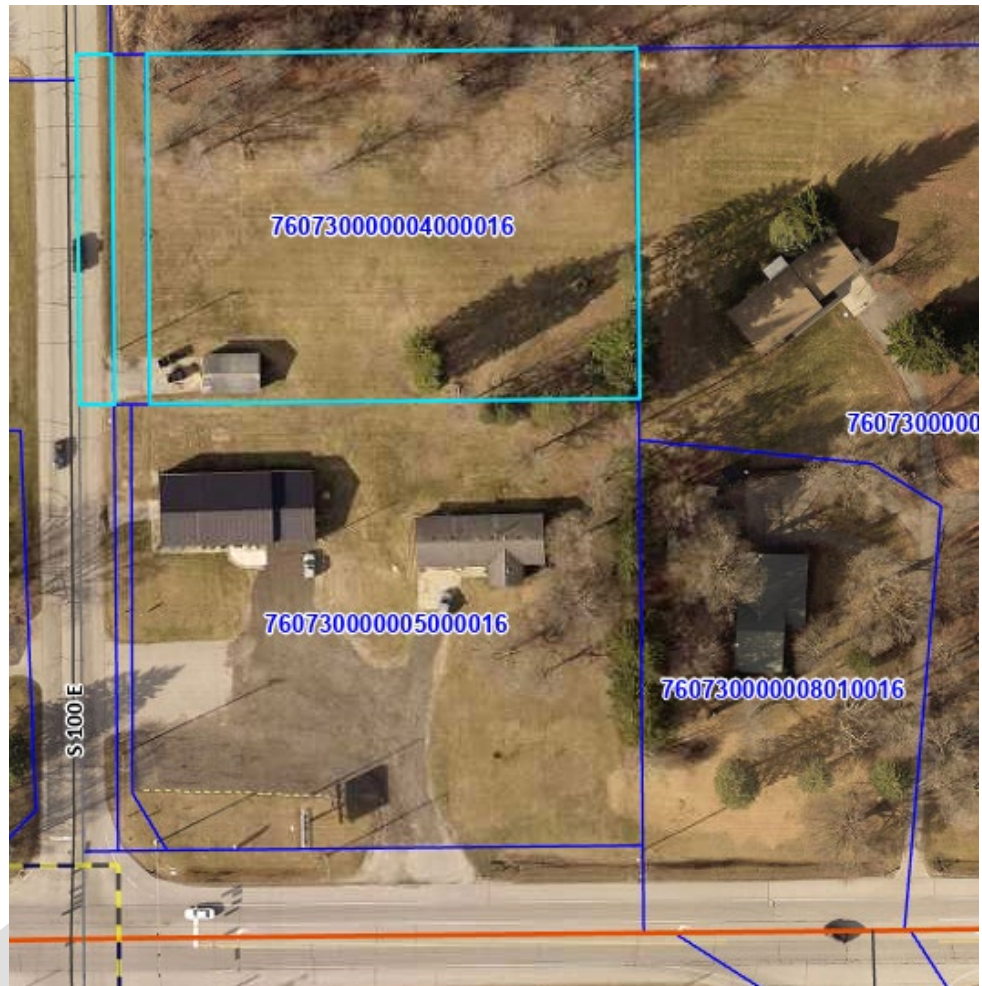
Beginning at a 1" iron pipe found at the Northwest corner of the Fractional Southwest Quarter of said Section 30; THENCE South 00°00'00" East (assumed bearing) 200.00 feet along the West line of said Fractional Southwest Quarter of Section 30 to a MAG nail found; THENCE South 89°34'58" East (recorded East) 320.00 feet to a 1" iron pipe found; THENCE North 00°00'00" East 200.09 feet (recorded 200.00 feet) to a 1" iron pipe found on the North line of said Fractional Southwest Quarter of Section 30; THENCE North 89°35'31" West (recorded West) 320.00 feet along said North line back to the point of beginning, containing 1.47 acres subject to all legal highways and easements of record.

Excepting therefrom land described in Deed Record 96-11-0014, being land acquired for State Highway purposes by the Indiana Department of Transportation, more recently described as follows:

A part of the Fractional Southwest Quarter of Section 30, Township 37 North, Range 14 East, Scott Township, Steuben County, Indiana, described as follows:

Commencing at a 1" iron pipe found at the Northwest corner of the Fractional Southwest Quarter of said Section 30; THENCE South 89°35'31" East (recorded South 89°34'58" East in Deed Record 96-11-0014) 20.00 feet along the North line of said Fractional Southwest Quarter of Section 30 to a 5/8" rebar set on the East right-of-way line of County Road 100 East and being the true point of beginning of this description; THENCE continuing South 89°35'31" East (recorded South 89°34'58" East) 20.03 feet along said North line of the Fractional Southwest Quarter to a 5/8" rebar set; THENCE South 00°00'00" East (recorded South 00°11'05" East in Deed Record 96-11-0014) 200.00 feet to a 5/8" rebar set on the South line of land described in Deed Record 161, page 43; THENCE North 89°34'58" West 20.03 feet along said South line to the East right-of-way line of County Road 100 East; THENCE North 00°00'00" East (recorded North 00°11'05" West in Deed Record 96-11-0014) 200.00 feet along said East right-of-way line back to the true point of beginning, said exception containing 0.092 acres. Subject parcel contains 1.38 acres after said exception.

Exhibit B





CITY OF ANGOLA INDIANA

Department of Economic Development & Planning

210 North Public Square Angola, Indiana 46703 | 260.665.7465 | 260.665.9164 fax | planning@angolain.org

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

On July 14, 2025, the City of Angola Plan Commission held a legally advertised Public Hearing to consider a Zoning Map Amendment (rezoning) request made by Taylor Land Surveying Inc on behalf of property owners Shane and Beth Groves. The request is for one parcel of ± 1.38 acres of land located at 520 S 100 E. (Parcel ID 760730000004000016). The Plan Commission heard the Staff Report, a presentation by the applicant, and input from the public.

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

Certified by:

Retha Hicks, *Director*

Economic Development and Planning Department



CITY OF ANGOLA

210 North Public Square
Angola, Indiana 46703-1960

260-665-2514
260-665-9164 (Fax)

July 21, 2025

Councilmembers:

Attached for your approval is the utility bad debt list totaling \$1270.11. The list states the utility account number, account name, and the amount. The period of time this covers is the 12 months ending 12/31/2024.

Per the State Board of Accounts, Council approval is required before the accounts can be written off as bad debt.

Thank You,

Kim Heffelfinger
Deputy Utility Clerk

Gretchen Weicht
Deputy Utility Clerk

Angola Bad Debt Report

Year Ending 2024

07/09/2025 09:19

1/5

Account #	Service Address	Last Date Paid		Customer Name		
Status	Parcel #	Route/Book		Last Billing Date		
Billing Item	Rate Name	REU's	Days	Usage	Previous Due	Current Billing
020053103	1200 HICKORY LN	9/26/2024	12:00:00	AM	APRIL CALLAWAY	
Inactive-Balance Du	33				9/26/2024 12:00:00	AM
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$39.20	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$0.00	\$0.00
					\$39.20	\$0.00
020175603	1935 NOLAN MEADOWS	12/10/2024	12:00:00	A	GRIFFEN OLMSTEAD	
Inactive-Balance Du	33				12/11/2024 12:00:00	AM
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$22.73	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$4.47	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$17.75	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00
					\$65.57	\$0.00
020180001	790 SIENNA COURT	11/15/2024	12:00:00	A	DAWN E FULTON	
Inactive-Balance Du	33				11/19/2024 12:00:00	AM
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
LIEN FEE		1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$73.19	\$0.00
					\$82.60	\$0.00
030068603	2200 N WAYNE ST STE	6/20/2024	12:00:00	AM	907 INC	
Inactive-Balance Du	33					
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$17.87	\$0.00
LIEN FEE		1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$0.00	\$0.00
					\$17.87	\$0.00
040226009	515 N MARTHA ST	9/9/2024	12:00:00	AM	MATTHEW LECKNER	
Inactive-Balance Du	33				9/9/2024 12:00:00	AM
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
LIEN FEE		1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$30.85	\$0.00
					\$40.26	\$0.00
050268315	403 N SUPERIOR ST S	6/4/2024	12:00:00	AM	DAVID LEE POSOS CARRASCO	
Inactive-Balance Du	33					
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$8.79	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00

Account #	Service Address	Last Date Paid		Customer Name			
Status	Parcel #	Route/Book		Last Billing Date			
Billing Item	Rate Name	REU's	Days	Usage	Previous Due	Current	Billing
STORM WATER	Impervious Rate	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$6.76		\$0.00
					\$15.55		\$0.00
050268316	403 N SUPERIOR ST S	9/9/2024 12:00:00 AM		SAMANTHA MICHELLE DILLEY			
Inactive-Balance Du		33					
DEPOSIT REFUND		1.00	0	0	\$0.00		\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00		\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00		\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$20.01		\$0.00
					\$20.01		\$0.00
050268813	315 N SUPERIOR ST S	9/9/2024 12:00:00 AM		ERIC GABRIEL SANTIAGO COLO			
Inactive-Balance Du		33					
DEPOSIT REFUND		1.00	0	0	\$0.00		\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00		\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00		\$0.00
SERVICE FEE		1.00	0	0	\$9.00		\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21		\$0.00
					\$20.21		\$0.00
110809801	111 W FELICITY ST	2/27/2024 12:00:00 AM		BARNEY BRYAN			
Inactive-Balance Du		33	1/19/2024 12:00:00 AM				
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00		\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$2.58		\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.41		\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$0.00		\$0.00
					\$2.99		\$0.00
120925411	621 E MAUMEE ST	2/10/2025 12:00:00 AM		SHANNON LEA BRISTLE			
Inactive-Balance Du		33					
DEPOSIT REFUND		1.00	0	0	\$0.00		\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00		\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00		\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00		\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$57.38		\$0.00
					\$57.38		\$0.00
131054805	411 WILLIAMS ST	3/4/2024 12:00:00 AM		ARMANDO SOTO			
Inactive-Balance Du		33	6/25/2024 12:00:00 AM				
DEPOSIT REFUND		1.00	0	0	\$0.00		\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$37.64		\$0.00
LIEN FEE		1.00	0	0	\$0.00		\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00		\$0.00
SERVICE FEE		1.00	0	0	\$100.00		\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00		\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00		\$0.00
WATER	WATER 5/8"	1.00	0	0	\$47.04		\$0.00
					\$184.68		\$0.00

Account #	Service Address	Last Date Paid		Customer Name		
Status	Parcel #	Route/Book		Last Billing Date		
Billing Item	Rate Name	REU's	Days	Usage	Previous Due	Current Billing
151325214	705 TODD DR		3/8/2024	12:00:00 AM	BRANDON AVERY SEVERT	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.44	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$0.00	\$0.00
					\$0.44	\$0.00
151349208	627 MARK DR		8/2/2024	12:00:00 AM	ANTHONY C ISA	
Inactive-Balance Du		33			7/31/2024	12:00:00 AM
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
LIEN FEE		1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00
					\$20.62	\$0.00
161403805	121 IVYWOOD CT		1/19/2024	12:00:00 AM	VICTORIA L WOLFINGER	
Inactive-Balance Du		33				
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$18.82	\$0.00
METER DEPOSIT		1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$54.08	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$9.35	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00
					\$93.46	\$0.00
161406416	410 JUNIPER CT		1/1/0001	12:00:00 AM	KAYLEIGH LANE UNDERWOOD	
Inactive-Balance Du		33			5/28/2024	12:00:00 AM
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$18.82	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$54.08	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$9.35	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00
					\$93.46	\$0.00
161409812	317 BITTERSWEET CT		5/20/2024	12:00:00 AM	JULIE KAY WILLETT	
Inactive-Balance Du		33			7/23/2024	12:00:00 AM
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$0.00	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$0.08	\$0.00
					\$0.08	\$0.00
161414017	213 BAYBERRY CT		5/22/2024	12:00:00 AM	RONALD LAND BENNETT JR	
Inactive-Balance Du		33			6/27/2024	12:00:00 AM
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$18.82	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$203.71	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$9.35	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00

Account #	Service Address	Last Date Paid		Customer Name		
Status	Parcel #	Route/Book		Last Billing Date		
Billing Item	Rate Name	REU's	Days	Usage	Previous Due	Current Billing
					\$243.09	\$0.00
161414211	212 BAYBERRY CT	6/18/2024	12:00:00	AM	LINDSEY NICOLE DURAN-HALL	
Inactive-Balance Du	33	7/16/2024	12:00:00	AM		
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$121.64	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$4.47	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$39.32	\$0.00
					\$174.84	\$0.00
173204029	1106 W MILL ST STE	5/13/2024	12:00:00	AM	TRENA RAYE BLANSIT	
Inactive-Balance Du	33	3/22/2024	12:00:00	AM		
DEPOSIT REFUND		1.00	0	0	\$0.00	\$0.00
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$18.82	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$0.00	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$0.00	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$11.21	\$0.00
					\$30.03	\$0.00
181537002	508 BLUFFVIEW DR	12/11/2024	12:00:00	A	TONYA WILLIAMS	
Inactive-Balance Du	33	12/5/2024	12:00:00	AM		
HYDRANT FEE	PUBLIC HYDRANT	1.00	0	0	\$9.41	\$0.00
SANITARY SEWER	SEWER 5/8 & 3/4	1.00	0	0	\$22.73	\$0.00
STORM WATER	Impervious Rate	1.00	0	0	\$4.47	\$0.00
TRASH/RECYCLING	Refuse Rate 1	1.00	0	0	\$17.75	\$0.00
WATER	WATER 5/8"	1.00	0	0	\$13.41	\$0.00
					\$67.77	\$0.00

Report Generated: 7/9/2025 9:19 AM

Report Options: Total Due < \$0.00

Advanced Filter: Account.status LIKE '%BALANCE%'; Account.dateFinaled <= '2024-12-31 23:59:59.998'

Billing Item	Current Usq	Billed Usq	Seasonal	Current Amt	Current Tax Billed	REUs	Previous Amts
DEPOSIT REFUND	0	0	0	\$0.00	\$0.00	0	\$0.00
HYDRANT FEE	0	0	0	\$0.00	\$0.00	0	\$196.04
LIEN FEE	0	0	0	\$0.00	\$0.00	0	\$0.00
METER DEPOSIT	0	0	0	\$0.00	\$0.00	0	\$0.00
SANITARY SEWER	0	0	0	\$0.00	\$0.00	0	\$521.19
SERVICE FEE	0	0	0	\$0.00	\$0.00	0	\$109.00
STORM WATER	0	0	0	\$0.00	\$0.00	0	\$41.87
TRASH/RECYCLING	0	0	0	\$0.00	\$0.00	0	\$35.50
WATER	0	0	0	\$0.00	\$0.00	0	\$366.51
	0	0	0	\$0.00	\$0.00	0	\$1,270.11

Prev. Amt	Prev. Sales Tax	Prev. Penalty	Prev. Int	Current Amt	Current Tax	Total Due
\$1,170.12	\$30.86	\$69.13	\$0.00	\$0.00	\$0.00	\$1,270.11

Section	GL Numbers	Debit	Credit
	GRAND TOTALS	\$0.00	\$0.00

City of Angola
Elected Officials Salary Comparison by Year

<u>Year</u>	<u>Council</u>	<u>%/\$</u>	<u>Mayor*</u>	<u>%/\$</u>	<u>CT</u>	<u>%/\$</u>
2026						
2025	\$ 6,800	0.00%	\$ 80,488	3.65%	\$ 83,768	3.50%
2024**	\$ 6,800	0.00%	\$ 77,655	4%	\$ 80,935	4%
2023**	\$ 6,800	0.00%	\$ 74,524	5%	\$ 77,822	5%
2022**	\$ 6,800	4.62%	\$ 70,836	5%	\$ 74,116	5%
2021**	\$ 6,500	0%	\$ 67,337	2%	\$ 70,587	2%
2020**	\$ 6,500	0%	\$ 65,953	1.0%	\$ 69,203	1.0%
2019	\$ 6,500	0%	\$ 65,268	8.4%	\$ 68,518	2.7%
2018	\$ 6,500	14%	\$ 60,228	1.7%	\$ 66,689	1.5%
2017	\$ 5,695	0%	\$ 59,228	2.5%	\$ 65,689	2.5%
2016	\$ 5,695	2.0%	\$ 57,783	2.0%	\$ 64,087	2.0%
2015	\$ 5,583	0%	\$ 56,650	3.0%	\$ 62,830	3.0%
2014	\$ 5,583	0%	\$ 55,000	23.0%	\$ 61,000	12.9%

* Does not include Board of Public Works & Safety salary \$3,280

** Compensation for two or more professional certifications

2025 Department Head Salaries:

EDP Director	\$82,404	
Systems Administrator	\$88,381	
City Attorney	\$61,873	
City Engineer	\$123,786	
Building Commissioner	\$82,404	
Fire Chief	\$88,377	does not include longevity
Chief of Police	\$88,377	does not include longevity
Street Commissioner	\$82,404	
Park Superintendent	\$82,404	
Water Superintendent	\$88,243	
Wastewater Superintendent	\$88,243	



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: Project Administration, Pre-Construction Meetings, Weld Observations, Wet Interior Coating Observations (Calvary Ln.), Exterior Coating Observations, One (1) Year ROV Warranty Observation (Calvary Ln.), and One (1) Year Exterior Warranty Observation (Concrete Reservoir) 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 \$88,300.

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.

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

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

Page 1 of 23

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 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.

- a. Review abrasive and coating materials for approved manufactures.
- b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
- d. Review coating mixing, thinning, and manufacturer's application requirements.
- e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
- f. Observe wet interior using high/low voltage holiday detection.
- g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior (Calvary Ln.) - Observe, Record, Report, and:
 - a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications.
 - b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
 - c. Collect spent abrasive for sampling and testing.
 - d. Abrasive blast cleaning prior to application of the prime coat.
 - e. Prime coat prior to application of the next coat.
 - f. Intermediate coat prior to application of the stripe coat.
 - g. Stripe coat prior to application of the topcoat.
 - h. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior (Calvary Ln.) - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. Verify test area meets or exceeds minimum specified standard abrasive blast cleaning.
 - c. Collect spent abrasive for sampling and testing.
 - d. Abrasive blast cleaning prior to primer application.
 - e. Prime coat prior to application of the epoxy intermediate coat.
 - f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - g. Urethane intermediate coat prior to application of the topcoat.
 - h. Topcoat for compliance with specifications.
 - i. Check foundations coating for compliance with specifications.
 - j. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Exterior (Concrete Reservoir) - Observe, Record, Report, and:
 - a. Verify test area for low pressure water cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications.
 - c. Prime coat prior to application of the intermediate coat.
 - d. Intermediate coat prior to application of the topcoat.
 - e. Topcoat for compliance with specifications.
 - f. Check foundations coating for compliance with specifications.
 - g. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
9. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.

- e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
- 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.02 Post Construction Phase:

- A. Basic Services:
- 1. One Year Warranty Observation - ROV and Exterior (Calvary Ln.):
 - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
 - b. Observe the exterior coating and quantify damages.
 - c. Review all repairs completed during Construction Phase.
 - d. Review all exterior appurtenances for damage due to corrosion or construction.
 - e. Review exterior of the exposed foundations.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
 - 2. Warranty Observation - Exterior only (Concrete Reservoir):
 - a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
 - b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.
- D. Post Construction Phase - Owner's Responsibilities:
- 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.
 - 1. Warranty Observation - Exterior only:
 - a. Provide scheduling for mutually agreeable inspection date.
 - b. Provide access to DIXON personnel to all areas scheduled for inspection.
 - c. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

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

- 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 1st 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 30th 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

C3.01 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 **Eighty-Eight Thousand, Three Hundred Dollars, \$88,300** and summarized as follows:

Schedule of Values (Concrete Reservoir)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Preconstruction Meeting			\$800	Lump Sum
A1.01-Other Defined Basic Services - Project Administration			\$3,500	Lump Sum
A1.01-RPR Services Weld	2	\$1,450	\$2,900	Unit Price
A1.01-RPR Critical Phase Coating	19	\$1,250	\$23,750	Unit Price
A1.02-Warranty Observation			\$4,000	Lump Sum
Total			\$34,950	

Schedule of Values (Calvary Ln.)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Preconstruction Meeting			\$800	Lump Sum
A1.01-Other Defined Basic Services - Project Administration			\$3,500	Lump Sum
A1.01-RPR Services Weld	2	\$1,450	\$2,900	Unit Price
A1.01-RPR Critical Phase Coating	33	\$1,250	\$41,250	Unit Price
A1.02-Warranty Observation			\$4,900	Lump Sum
Total			\$53,350	

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	
Notes				
(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.			
Key				
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**

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.

GP1.03 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.

GP1.04 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.

GP1.05 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.

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JUNE 2025

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 9,011,454.98	\$ 1,835,520.88	\$ 10,846,975.84	\$ 3,210,787.63	\$ 402,505.59	\$ 3,613,293.22	\$ 7,233,682.62
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 592,540.42	\$ -	\$ 592,540.42	\$ 411,376.71	\$ 111,987.72	\$ 523,364.43	\$ 69,175.99
Motor Vehicle Highway	\$ 2,649,845.30	\$ 1,507,346.59	\$ 4,157,191.89	\$ 1,162,672.53	\$ 119,533.82	\$ 1,282,206.35	\$ 2,874,985.54
Local Road & Street	\$ 325,796.55	\$ 7,947.10	\$ 333,743.65	\$ -	\$ -	\$ -	\$ 333,743.65
Motor Vehicle Highway Restricted	\$ 265,344.20	\$ 17,017.94	\$ 282,362.14	\$ 211,700.00	\$ -	\$ 211,700.00	\$ 70,662.14
Parks & Recreation Operating	\$ 935,886.60	\$ 660,306.99	\$ 1,596,193.59	\$ 350,975.08	\$ 94,488.92	\$ 445,464.00	\$ 1,150,729.59
LIT Economic Development	\$ 3,863,412.64	\$ 69,933.00	\$ 3,933,345.64	\$ 334,146.55	\$ 42,965.00	\$ 377,111.55	\$ 3,556,234.09
Donation	\$ 170,772.44	\$ 6,196.75	\$ 176,969.19	\$ 5,303.07	\$ 16,444.02	\$ 21,747.09	\$ 155,222.10
Federal Grants Operating	\$ 8,467.14	\$ 10,476.14	\$ 18,943.28	\$ 8,467.14	\$ 10,476.14	\$ 18,943.28	\$ 0.00
Local Law Enforcement Continuing Ed	\$ 37,178.46	\$ 328.00	\$ 37,506.46	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 35,306.46
Riverboat	\$ 159,043.35	\$ -	\$ 159,043.35	\$ 7,550.00	\$ -	\$ 7,550.00	\$ 151,493.35
Local Road & Bridge Matching Grant	\$ 1,803,346.15	\$ -	\$ 1,803,346.15	\$ -	\$ -	\$ -	\$ 1,803,346.15
Rainy Day	\$ 4,200,000.00	\$ -	\$ 4,200,000.00	\$ -	\$ -	\$ -	\$ 4,200,000.00
Hazardous Materials Response	\$ 14,827.05	\$ 450.00	\$ 15,277.05	\$ 180.60	\$ -	\$ 180.60	\$ 15,096.45
LIT Public Safety	\$ 1,610,651.44	\$ 78,084.00	\$ 1,688,735.44	\$ 558,204.50	\$ 102,094.71	\$ 660,299.21	\$ 1,028,436.23
Opioid Settlement Unrestricted	\$ 40,170.02	\$ -	\$ 40,170.02	\$ -	\$ -	\$ -	\$ 40,170.02
Opioid Settlement Restricted	\$ 100,536.11	\$ -	\$ 100,536.11	\$ 98,800.00	\$ -	\$ 98,800.00	\$ 1,736.11
Fire Operating	\$ 2,098,186.48	\$ 1,316,270.62	\$ 3,414,457.10	\$ 991,088.99	\$ 154,409.23	\$ 1,145,498.22	\$ 2,268,958.88
Redevelopment General	\$ 973,907.10	\$ 175,376.48	\$ 1,149,283.58	\$ -	\$ -	\$ -	\$ 1,149,283.58
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 157,531.02	\$ 6,870.41	\$ 164,401.43	\$ -	\$ -	\$ -	\$ 164,401.43
Cumulative Capital Development	\$ 1,075,798.41	\$ 192,846.67	\$ 1,268,645.08	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 1,193,645.08
Park Nonreverting Capital	\$ 178,458.14	\$ 1,684.46	\$ 180,142.60	\$ 892.52	\$ -	\$ 892.52	\$ 179,250.08
Park Cumulative Building	\$ 346,757.20	\$ 64,410.79	\$ 411,167.99	\$ -	\$ -	\$ -	\$ 411,167.99
Local Major Moves Construction	\$ 233,000.49	\$ 2,830.25	\$ 235,830.74	\$ 98,500.00	\$ -	\$ 98,500.00	\$ 137,330.74
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 1,385,361.02	\$ 249,974.42	\$ 1,635,335.44	\$ 1,111,135.02	\$ 170,202.33	\$ 1,281,337.35	\$ 353,998.09
Water Sinking	\$ 546,835.77	\$ 23,751.56	\$ 570,587.33	\$ 138,859.38	\$ -	\$ 138,859.38	\$ 431,727.95
Water Improvement	\$ 2,947,135.60	\$ 4,536.00	\$ 2,951,671.60	\$ 37,181.61	\$ 19,440.00	\$ 56,621.61	\$ 2,895,049.99
Water Customer Deposit	\$ 80,510.00	\$ 1,100.00	\$ 81,610.00	\$ 6,850.00	\$ 1,940.00	\$ 8,590.00	\$ 73,020.00
Water Construction	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00
Wastewater Operating & Maintenance	\$ 1,992,953.36	\$ 334,541.25	\$ 2,327,494.61	\$ 1,541,999.04	\$ 186,995.49	\$ 1,728,994.53	\$ 598,500.08
Wastewater Sinking	\$ 1,033,012.90	\$ 3,263.63	\$ 1,036,276.53	\$ 87,500.00	\$ -	\$ 87,500.00	\$ 948,776.53
Wastewater Improvement	\$ 3,269,946.66	\$ 15,700.00	\$ 3,285,646.66	\$ 107,910.66	\$ 38,592.92	\$ 146,503.58	\$ 3,139,143.08
Wastewater Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 278,575.64	\$ 69,471.03	\$ 348,046.67	\$ 61,784.47	\$ 11,233.54	\$ 73,018.01	\$ 275,028.66
Payroll Withholding	\$ 2,001,704.39	\$ 371,673.53	\$ 2,373,377.92	\$ 1,953,439.65	\$ 384,779.70	\$ 2,338,219.35	\$ 35,158.57
Escrow	\$ 76,500.00	\$ 2,900.00	\$ 79,400.00	\$ 15,600.00	\$ 800.00	\$ 16,400.00	\$ 63,000.00
TOTAL - CASH FUNDS	\$ 44,467,232.94	\$ 7,030,808.47	\$ 51,498,041.41	\$ 12,589,905.15	\$ 1,868,889.13	\$ 14,458,794.28	\$ 37,039,247.13
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 22,174.52	\$ 3,595.72	\$ 25,770.24	\$ -	\$ 22,174.52	\$ 22,174.52	\$ 3,595.72
Moneys on Deposit (interest only) (8)	\$ 565,357.98	\$ 88,127.30	\$ 653,485.28	\$ -	\$ 565,357.98	\$ 565,357.98	\$ 88,127.30
Local Major Moves Construction (2)	\$ 2,866,222.00	\$ 10,089.95	\$ 2,876,311.95	\$ -	\$ -	\$ -	\$ 2,876,311.95
Total of Investments by Funds	\$ 3,453,754.50	\$ 101,812.97	\$ 3,555,567.47	\$ -	\$ 587,532.50	\$ 587,532.50	\$ 2,968,034.97
TOTAL - ALL FUNDS	\$ 47,920,987.44	\$ 7,132,621.44	\$ 55,053,608.88	\$ 12,589,905.15	\$ 2,456,421.63	\$ 15,046,326.78	\$ 40,007,282.10

CITY OF ANGOLA

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JUNE 2025**

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
<u>Bank of New York</u>			
Wastewater Sinking - Bond & Interest (20)	\$ 89,671.88	\$ -	\$ 89,671.88
Wastewater Sinking - Debt Service Reserve (20)	\$ 859,104.65	\$ -	\$ 859,104.65
<u>Farmers State Bank</u>			
General Checking (3)	\$ 9,661,083.15	\$ (97,342.79)	\$ 9,563,740.36
General Savings (8)	\$ 25,588,127.30	\$ -	\$ 25,588,127.30
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 853.30	\$ -	\$ 853.30
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,003,595.72	\$ -	\$ 1,003,595.72
TRECS (2)	\$ 907.28	\$ -	\$ 907.28
TOTALS	\$ 37,203,343.28	\$ (97,342.79)	\$ 37,106,000.49
INVESTMENTS MADE FROM DEPOSITORY BALANCES		\$	-
ADD: Cash in Office		\$	1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 14459		\$	845.68
Deposit in transit (3) 14463		\$	445.05
Deposit in transit (3) 14464		\$	7,083.23
Deposit in transit (3) 14465		\$	5,030.47
Deposit in transit (3) 14466		\$	8,491.24
Deposit in transit (3) 14467		\$	259.28
Deposit in transit (3) 14468		\$	2,735.44
Outstanding Credit Card EOM		\$	(631.79)
Payment Rollback Harr		\$	(538.94)
Moneys on Deposit (interest only EOM)		\$	(91,723.02)
TOTAL CASH BALANCE, Plus Depository Balances Invested		\$	37,039,247.13
Total of Investments - All funds (As shown in Col 7 opposite page)		\$	2,968,034.97
TOTAL CASH BALANCE AND INVESTMENTS		\$	40,007,282.10