

**AGENDA OF THE COMMON COUNCIL  
City of Angola, Indiana**

**Wednesday, October 23, 2019 – 7:00 p.m.**

**CALL TO ORDER BY MAYOR HICKMAN**

1. Councilmember roll call by Clerk-Treasurer Twitchell.

Crum \_\_\_\_\_ Olson \_\_\_\_\_ Armstrong \_\_\_\_\_ Martin \_\_\_\_\_ Hysong \_\_\_\_\_

2. Remarks by Mayor Hickman.
3. Request approval of the October 7 minutes. (attachment)

**UNFINISHED BUSINESS**

1. Ordinance No. 1619-2019. ORDINANCE FOR APPROPRIATIONS AND TAX RATES. (second and third readings) (attachment)
2. Public hearing regarding the proposed appropriation reductions. Ordinance No. 1620-2019. APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, LIT – ECONOMIC DEVELOPMENT FUND, AND CAPITAL PROJECTS FUND. (second and third readings) (attachment)
3. Public hearing regarding the proposed appropriation addition. Ordinance No. 1621-2019. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA PARK NONREVERTING CAPITAL FUND. (Capital Outlays \$51,000) (second and third readings) (attachment)
4. Ordinance No. 1622-2019. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC STOP INTERSECTIONS. (stop sign at Stony Ridge Drive instead of Redding Lane) (second reading) (attachment)
5. Other unfinished business.

**NEW BUSINESS**

1. Resolution No. 2019-763. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6. (Information Technology and Police) (attachment)

2. Request approval of the Agreement for Engineering Services with DLZ Indiana, LLC for the Americans with Disabilities Act (ADA) Transition Plan for a lump sum amount of \$12,500. (attachment)
3. The City of Angola Façade Grant Program Application for Hanson Properties dba The Venue located at 112 West Maumee Street is presented for Council information. Request approval of the City of Angola Façade Grant Agreement with Hanson Properties in a sum not to exceed \$5,000.00. (attachment)
4. The Clerk-Treasurer's Depository Statement and Cash Reconciliation for month ending September 2019 is presented for Council information. (attachment)
5. Reports:
  - Clerk-Treasurer
  - Department Heads
6. Request approval of the Allowance of Accounts Payable Vouchers 42870 through 43111 totaling \$851,682.09 which includes interfund transfers of \$117,646.77.93. (separate attachment)
7. Other new business.

## **ADJOURNMENT**

*The next meeting is Monday, November 4 at 7:00 p.m.*

**OCTOBER 7, 2019**

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, Council Chambers, 210 North Public Square, with Mayor Richard M. Hickman presiding. Councilmembers Gary L. Crum, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Joseph M. Hysong answered roll call. No Councilmember was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, Economic Development and Planning Director Vivian Likes, AP Clerk Ryan Herbert, Water Superintendent Tom Selman, Wastewater Superintendent Craig Williams, and Park Superintendent Matt Hanna.

Also present were Ashlee Hoos of *The Herald Republican*, Colin Meadowcroft of WLKI, Michael Cunningham, Robert Morehouse, Calvin Rizzo, Alex Duran, LaFranz Hemphill, Logan Gonya, Mike McClelland, Paul Beckwith, John Gonya, Randy Coffey, Pete Washburne, Deb Parcell, Peg Dilbone, Steve Church, Jodie Church, Allen N. Wheat, Jace Crozier, Todd Zeiger, Jerry McDermid, Lynne Liechty, Ken Shelton, Lou Ann Homan, James A. Crawl, Gary Fair, Lee P. Sauer, Jack Daniel, Rodney Robinson, Ron Smith, Randy Coffey, Bill Fee, and Mark Hansbarger.

#### APPROVAL OF THE MINUTES

Councilmember Olson moved to approve the September 16 and 23, 2019 minutes. Councilmember Crum seconded the motion. The motion carried 5-0.

#### UNFINISHED BUSINESS

The Steuben County Commissioners presented a letter and diagram of the proposed Steuben County Court House Renovation Project. Mayor Hickman announced Steuben County officials would speak first, followed by public comments, and then questions from City Council. Commissioner Ron Smith addressed Council by stating Steuben County would like to partner with the City to improve the county court system and to address accessibility. Commissioner Lynne Liechty introduced other Steuben County officials in the audience including Judge Allen Wheat, Judge Bill Fee, Magistrate Randy Coffey, Sheriff R. J. Robinson, Steuben County Councilor Ken Shelton, and Jack Daniel with MartinRiley Architects-Engineers. The Steuben County court house renovation task force was unanimous in proposing the closure of Gale Street in order to renovate and add on to the existing court house to the south into Gale Street. Judge Fee said that Steuben County wants court activity to continue on Public Square while being respectful of history and everyone's point of view. Steuben County officials understand that the decision regarding the proposed plan is entirely the decision of the City of Angola. Commissioner Jim Crawl stated the plan to close Gale Street is the best option and if that is not approved, Steuben County will go to Plan B. Judge Wheat and Magistrate Coffey followed with like comments. Commissioner Smith then said the task force has had numerous meetings and

would like the City's thoughts or acceptance of the Gale Street closure and if not accepted, Steuben County would look for another place. Mayor Hickman invited Todd Zeiger with Indiana Landmarks to comment on the plan. Indiana Landmarks supports the conversation to add to the court house with a respectful addition to the building in lieu of abandonment. Zeiger recommended not to close Gale Street and to use the park to the east of the court house. A small addition to the back and addition to the east in the park would allow secure entrance for the sheriff and three ADA access points. A proposed plot plan was distributed. The addition would not require the closure of Gale Street, offer lots of architectural options that includes green space while bridging needs. Mayor Hickman then invited public comments. Pete Washburne, 412 Hilltop Drive, would like to leave Gale Street as it is. Gary Fair, Steuben County Building Maintenance, stated an addition with mechanicals on the east side of the court house is not practical. Paul Beckwith, 622 Pine Run, opposes the addition because the court house is on the National Registry for Historic Places and fears the addition would jeopardize that designation. Wastewater Superintendent Williams noted from a plan review perspective that a development plan should have been offered for proper vetting. Commissioner Liechty stated Steuben County officials are here tonight regarding the possibility of closing Gale Street. If the City is unwilling to close Gale Street, then Steuben County will proceed with development plans for a different location. More public and Steuben County comments followed. Mayor Hickman then invited questions from City Council. Councilmember Armstrong inquired the amount of space needed. Daniel stated based on the needs summary, a total of 60,000 square feet was needed. The existing court house has 24,000 square feet. The proposed addition would be 25,000 to 30,000 square feet. Needs and budget must balance. Councilmember Crum sees the need, but once Gale Street is vacated and if Steuben County changes the plan, the street is closed. Judge Fee proposed a conditional approval to vacate Gale Street. Councilmember Hysong commented struggling with why Steuben County cannot use the park for the addition instead of Gale Street. Zeiger stated a well-executed addition will not endanger the National Historic listing for the court house or the street grid pattern which is also a part of Angola's historic district. Councilmember Hysong stated taking away the grid pattern with the closure of Gale Street is the biggest concern. Councilmember Olson asked is there is anything sacrosanct about the park to the east of the court house. Commissioner Liechty indicated constituents would like to keep the park. Councilmember Martin said he has not talked to any constituents that favor closing Gale Street and say why not use the park. More discussion followed. Councilmember Martin inquired if a vote should be taken. Mayor Hickman inquired with City Attorney Shoup the procedure. Shoup stated that statute requires submittal of a petition to vacate the street with a public hearing before City Council could vote on the matter. Councilmember Olson offered that everyone agrees that something has to be done to renovate the court house. There is fear of cutting off Cameron Hospital to the east and other concerns. Councilmember Olson then said he does not think the City should vacate Gale Street and encouraged Steuben County officials to use the green space to the east. Councilmember Martin does not favor closing Gale Street and was swayed by constituents. There are other ways to move forward and the City is willing to work with Steuben County. Councilmember Hysong agrees with Councilmembers Olson and Martin and also recommended utilizing the green space to the east. Councilmember

Armstrong indicated because of her relationship with Steuben County and if voting, would recuse herself. Councilmember Crum declared being on the fence but has serious concerns with closing Gale Street. Commissioner Smith said Steuben County will not feel offended if the City says "no". Judge Fee concurred that Steuben County respects the City's viewpoints and will go forward. Discussion followed. Economic Development and Planning Director Likes asked to be invited to the County's task force meetings to address development plan criteria of the City's Historic Preservation Commission, Plan Commission, and Board of Zoning Appeals and also asked that the Steuben County task force stay in contact with Todd Zeiger at Indiana Landmarks.

At 8:13 p.m., the meeting was adjourned until 8:20 p.m.

#### NEW BUSINESS

At 8:20 p.m., Mayor Hickman declared open the public hearing for the proposed 2020 Budget. There being no public comment, the hearing was considered closed at 8:20 p.m. Ordinance No. 1619-2019, ORDINANCE FOR APPROPRIATIONS AND TAX RATES, was read by title and presented to Council on first reading. Councilmember Martin moved to approve. Councilmember Crum seconded the motion. The motion carried 5-0.

Ordinance No. 1620-2019, APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, LIT – ECONOMIC DEVELOPMENT FUND, AND CAPITAL PROJECTS FUND, was read by title and presented to Council on first reading. Councilmember Martin moved to approve. Councilmember Armstrong seconded the motion. The motion carried 5-0.

Ordinance No. 1621-2019, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA PARK NONREVERTING CAPITAL FUND, was read by title and presented to Council on first reading. Councilmember Martin moved to approve. Councilmember Crum seconded the motion. The motion carried 5-0.

Ordinance No. 1622-2019, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC, STOP INTERSECTIONS, was read by title and presented to Council on first reading. For the purposes of discussion, Councilmember Martin moved to approve. Councilmember Olson seconded the motion. Discussion ensued. Councilmember Martin then moved to amend the ordinance and make the intersection a three way stop. Councilmember Crum seconded the amending motion. On call of the vote to amend, the motion carried 5-0. On call of the vote to approve Ordinance No. 1622-2019 as amended on first reading, the motion carried 5-0.

Upon motion by Councilmember Olson, seconded by Councilmember Martin, and carried 5-0, change order no. 1 for A P I Construction Corp. change in contract decrease of \$2,101.95 for Community Crossings Project #1901 was approved.

Upon motion by Councilmember Martin, seconded by Councilmember Olson, and carried 5-0, change order no. 1 for A P I Construction Corp. change in contract decrease of \$1,478.63 for Community Crossings Project #1905 was approved.

#### CLERK-TREASURER AND DEPARTMENT REPORTS

Economic Development and Planning Director Likes reported this week is Downtown Development Week in Indiana. Caleo Café is holding lunch events.

Wastewater Superintendent Williams noted a contractor's inspection on the Mechanic/Oak Street sanitary sewer lining project found pipe defects on Mechanic Street which need fixed. Point repairs will be made in front of NEI Glass, Inc. and Midwest Essentials LLC (formerly Nedeles). Following the repairs, the lining will take place. Hopefully, that's the end of sanitary concerns for those two streets.

Wastewater Superintendent Williams then updated Council on the petition to the Indiana Environmental Rules Board to require the Indiana Department of Environmental Management to update water quality standards to align with the intents and purposes of the 2012 EPA Recreational Water Quality Criteria. Between Angola and various Indiana cities, the minimum number of signatures have been collected. The petition will be presented to the Board on November 13. Ironically, two weeks ago, two IDEM inspectors, one from South Bend and one from Indianapolis, showed up for a full day inspection at the plant. Unfortunately, Williams was home with four children and unable to be here, however, there was no problem with staff handling the inquiries and producing the documents requested by the inspectors. Staff did a fantastic job under pressure. As a point of reference, Angola met the IDEM established criteria 20 years ago. Regardless, the final inspection report indicates that the inspectors desired to rate the inspection as unsatisfactory. The point of this information is that the petition invites the Board to direct the IDEM Commissioner to adopt the EPA criteria to avoid the subjective interpretation of the rules by inspectors. Discussion followed.

Chief of Police Hamblen announced the retirement of Sergeant Mike Lesiak on October 5 after 32 years of service. Lesiak is now working for Parkview Health.

#### APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Councilmember Hysong moved to approve the Allowance of Accounts Payable Vouchers 42578 through 42869 totaling \$1,343,252.06. Councilmember Crum seconded the motion. The motion carried 5-0.

#### OTHER NEW BUSINESS

Mark Hansbarger with Hansbarger Realty addressed Council regarding temporary rental and Airbnb zoning and safety concerns and how to stop the proliferation. Discussion

followed. Indiana law prohibits the governance of such housing. Mayor Hickman suggested Hansbarger contact Senator Sue Glick and Representative Dennis Zent.

ADJOURNMENT

Mayor Hickman thanked Trine University students for attending the meeting.

There being no further business, the meeting was considered adjourned at 8:40 p.m.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer

**ORDINANCE NO. 1619-2019****ORDINANCE FOR APPROPRIATIONS AND TAX RATES**

Be it ordained by the Common Council that for the expenses of Angola Civil City for the year ending December 31, 2020 the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of Angola Civil City, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

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

Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
Riverboat	\$75,000	\$0	0.0000
General	\$6,545,918	\$4,290,101	1.0867
LIT Public Safety	\$617,700	\$0	0.0000
Police Pension	\$162,200	\$0	0.0000
Local Road & Street	\$63,400	\$0	0.0000
Motor Vehicle Highway	\$1,807,185	\$1,230,310	0.3117
Major Moves	\$250,000	\$0	0.0000
Park	\$846,368	\$765,644	0.1939
Cumulative Park & Recreation	\$1,393	\$95,000	.0205
Cumulative Capital Development	\$760,000	\$297,066	.0640
LIT – Economic Development	\$1,084,500	\$0	0.0000
Redevelopment General	\$350,000	0	0.0000
Law Enforcement Continuing Education	\$22,000	\$0	0.0000
Local Road & Bridge Matching Grant	\$761,000	\$0	0.0000
Capital Projects	\$110,400	\$0	0.0000
	\$13,457,064	\$6,678,121	1.6768



**ORDINANCE NO. 1619-2019**

AYE

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Council Member

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Council Member

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this 23rd day of October 2019.

\_\_\_\_\_  
Richard M. Hickman, Mayor

Attest:

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of October 2019.

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

**ORDINANCE NO. 1619-2019**

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of October 2019.

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Richard M. Hickman, Mayor

ORDINANCE NO. 1620-2019

**APPROPRIATION REDUCTION ORDINANCE FOR THE LOCAL ROAD AND  
BRIDGE MATCHING GRANT FUND, LIT – ECONOMIC DEVELOPMENT  
FUND, AND CAPITAL PROJECTS FUND**

WHEREAS, the Common Council has determined that it is now necessary to reduce appropriations in certain budgets than was appropriated in the 2019 annual budget;

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

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

	<u>Reduction Amount Requested</u>	<u>Reduction Amount Approved</u>
Local Road and Bridge Matching Grant Fund		
Services and Charges	\$187,055	\$ _____
Capital Outlays	<u>\$ 53</u>	<u>\$ _____</u>
Total	\$187,108	\$ _____
LIT – Economic Development Fund		
Services and Charges	\$105,000	\$ _____
Capital Outlays	<u>\$395,000</u>	<u>\$ _____</u>
Total	\$500,000	\$ _____
Capital Projects Fund		
Capital Outlays	\$110,463	\$ _____

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the 23rd day of October 2019 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Richard M. Hickman, Mayor

**ORDINANCE NO. 1620-2019**

Attest:

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of October 2019.

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of October 2019.

\_\_\_\_\_  
Richard M. Hickman, Mayor

**ORDINANCE NO. 1621-2019**

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE  
CITY OF ANGOLA, INDIANA PARK NONREVERTING CAPITAL FUND**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

Section 1. Be it ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named for the purpose specified, subject to the laws governing the same:

	<u>Amount Requested</u>	<u>Amount Approved</u>
Fund Name: Park Nonreverting Capital Capital Outlays	\$51,000.00	\$51,000

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

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the 23rd day of October 2019 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Richard M. Hickman, Mayor

Attest:

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of October 2019.

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of October 2019.

\_\_\_\_\_  
Richard M. Hickman, Mayor

ORDINANCE NO. 1622-2019

AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,  
TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.15 TRAFFIC,  
STOP INTERSECTIONS

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

Section 1. Section 10.15.120 Three way stop intersections is amended to read:

In accordance with AMC 10.15.020 and when signs are erected giving notice thereof, the following intersections shall be stop intersections:

<i>Through Street</i>	<i>Intersecting or Stop Street</i>	<i>Direction</i>
<b>Bluffview Drive and Redding Lane</b>	<b>Stony Ridge Drive</b>	<b>E, W &amp; S</b>
Broad Street	Kinney Street	E, W & S
Darling Street	Felicity Street	W, N & S
Darling Street	Fox Lake Road	E, W & N
Innovation Way	Enterprise Drive	E, S & N
<b>Regency Drive</b>	<b>Buell Drive</b>	<b>W, N &amp; S</b>
Washington Street	Gale Street	E, N & S

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the \_\_\_\_ day of November 2019 by the vote of \_\_\_\_ ayes and \_\_\_\_ nays.

\_\_\_\_\_  
Richard M. Hickman, Mayor

Attest:

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of November 2019.

\_\_\_\_\_  
Debra A. Twitchell, Clerk-Treasurer

**ORDINANCE NO. 1622-2019**

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of November 2019.

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Richard M. Hickman, Mayor

**RESOLUTION NO. 2019-763**

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS  
FOR THE CITY OF ANGOLA FOR THE GENERAL FUND AND FORWARDED  
TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE  
PURSUANT TO IC 6-1.1-18.6**

WHEREAS, certain conditions have developed since the adoption of the existing annual budget for the year 2019 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for various functions of departments.

BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, that for the expenses of the city government, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law; and

BE IT FURTHER RESOLVED, that where it has been shown that certain existing appropriations have unobligated balances, which will be available for transferring as follows:

GENERAL – Information Technology

\$2,000.00	from	101-106.00-00412.85	Systems Administrator
\$2,000.00	to	101-106.00-00423.30	Small Tools and Minor Equipment

GENERAL – Police

\$10,000.00	from	101-370.00-00413.05	Employers Share Group Medical
\$10,000.00	to	101-370.00-00422.21	Gasoline and Diesel

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 23rd day of October 2019 by the vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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Richard M. Hickman, Mayor  
Presiding Officer

Attest:

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Debra A. Twitchell, Clerk-Treasurer



**RESOLUTION NO. 2019-763**

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of October 2019.

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Debra A. Twitchell, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this \_\_\_\_\_ day of October 2019.

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Richard M. Hickman, Mayor

## **AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is entered into as of this            day of **October, 2019**, (hereinafter referred to as the "effective date of the Agreement"), by and between **DLZ Indiana, LLC**, hereinafter called "DLZ," located at **825 S. Barr Street, Fort Wayne, Indiana 46802-2727** and **the City of Angola**, hereinafter called "Client," located at **210 North Public Square, Angola, Indiana 46703**.

### **WITNESSETH**

**WHEREAS**, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of **Indiana**;

**WHEREAS**, in accordance with its procurement procedures, the Client has determined that it desires to hire DLZ to perform certain services in connection with **Americans with Disabilities Act (ADA) Transition Plan**, hereinafter called the "Project" as set forth herein; and

**WHEREAS**, DLZ desires to assist the Client as provided herein;

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and DLZ, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

#### **I.        SCOPE OF SERVICES**

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

#### **II.       COMPENSATION**

- A.       DLZ shall be compensated as set forth in Exhibit A for services rendered under this Agreement.
- B.       DLZ shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to DLZ within 30 days of the date of each invoice.
- C.       If the Client does not make payment in full to DLZ within 60 days of the date of an invoice, DLZ may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, DLZ will continue its services.

#### **III.      PERIOD OF PERFORMANCE**

DLZ agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's work and the completion thereof may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities

by Client. DLZ shall not be held liable for delays in performance of services hereunder that arise from causes beyond DLZ's reasonable control and without its fault or negligence.

#### **IV. CLIENT RESPONSIBILITY**

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that DLZ has a complete understanding of the scope of services to be performed hereunder. Client shall provide DLZ, in a timely fashion, all information reasonably required for the performance of the services by DLZ to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **Amanda Cope, P.E., City Engineer**, as coordinator of the Project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide DLZ with reasonable access to the premises necessary for the performance of the services required under this Agreement.

#### **V. INDEPENDENT CONTRACTOR**

It is understood and agreed that DLZ shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, DLZ's employees shall not be considered employees of the Client.

#### **VI. TERMINATION**

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for services rendered up to the effective date of any termination.

#### **VII. INSURANCE**

DLZ shall maintain at DLZ's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by DLZ hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

**VIII. CHANGES**

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

**IX. ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

**X. TRADEMARK AND TRADE NAME**

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

**XI. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.

**XII. NOTICES**

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to DLZ shall be addressed to: **Mr. Miguel Trevino, P.E., 825 S. Barr Street, Fort Wayne, Indiana 46802-2727.**
- B. Notices to the Client shall be addressed to: **Ms. Amanda Cope, P.E., City Engineer, 210 N. Public Square, Angola, Indiana 46703.**

**XIII. GENERAL PROVISIONS**

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

#### **XIV. EMPLOYMENT ELIGIBILITY VERIFICATION**

DLZ affirms it does not knowingly employ unauthorized aliens. DLZ shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. DLZ is not required to participate should the E-Verify program cease to exist. DLZ shall not knowingly employ or contract with any unauthorized alien. DLZ shall not retain an employee or contract with a person whom DLZ learns is an unauthorized alien. DLZ shall require all of its subconsultants, who perform work under this Agreement to certify to DLZ that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. DLZ agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

City of Angola

DLZ Indiana LLC

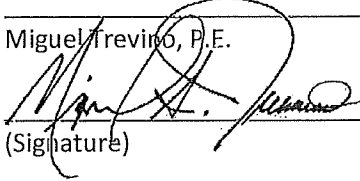
By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Miguel Trevino, P.E.

  
(Signature)

Vice President  
\_\_\_\_\_  
(Title)

September 30, 2019  
\_\_\_\_\_  
(Date)

## **A. PROJECT DESCRIPTION**

Provide professional engineering services to the City of Angola (Client) to assist with completing services related to Americans with Disabilities Act (ADA) compliance with Title II. This includes the work required to complete a review of the City's programs and policies, public outreach, and integration of the previously completed Buildings and Facilities Assessment and City ROW inventory into a Transition Plan.

## **B. BASIC SCOPE OF SERVICES**

DLZ will provide the services of qualified professionals to complete the Basic Scope of Services outlined herein. Items that are the responsibility of the Client are noted within the following sequence:

### **1. Task 1: Review City Programs and Policies**

- a. Prepare and issue questionnaires for completion by the ADA Coordinator and head of each City department.
- b. Upon receipt of questionnaires and other requested City documents, conduct policies and procedures analysis. This will include review of the following items at minimum:
  - i. Public Information
  - ii. Designation of ADA Coordinator
  - iii. Grievance/Uniform Complaint Procedures
  - iv. Public Meetings
  - v. Accommodations to Access Programs, Services and Activities
  - vi. Special Events and Private Events on City Property
  - vii. Contracted Services and Contractors
  - viii. Customer Service, Satisfaction, and Input
  - ix. Equally Effective Communication
  - x. Alternate Communication Formats
  - xi. Fees and Surcharges
  - xii. Information and Signage
  - xiii. Staff Training
  - xiv. Emergency Evacuation Procedures
  - xv. Employment
- c. Assist Client in development of formal grievance procedure and complaint form, non-discrimination policy and notices, requests for auxiliary aids, and adoption of relevant standards, if not currently in place.

### **2. Task 2: Public Outreach**

- a. Issue a notice for public input following project kickoff, along with letters to local advocacy groups to solicit input and comment on barriers perceived to exist by persons with disabilities. The Client will provide DLZ with copies of any comments received.
- b. Issue a public notice and letters to local advocacy groups to solicit input and comment on the draft SETP. The Client will place copies of the approved draft SETP at various locations throughout the city and on their web site for review and comment by the public.
- c. The Client is responsible for aiding DLZ in notifying the public about the project and availability of the SETP for public review.

- d. The Client is responsible for scheduling of all meeting facilities for public meetings. DLZ anticipates only one public meeting/hearing to be held for the project to hear comments from the public after draft has been made available.
    - i. The Client will provide DLZ with copies of any comments received.
    - ii. DLZ will document the public meeting.
    - iii. If public comments are significant in number or requests for additional meetings are made, the Client will determine whether additional meetings are to be held and a scope and fee modification provided by DLZ based on the scope and number of the meetings.
  - e. DLZ will respond to comments received by the Client within the final SETP document.
3. Task 3: Self-Evaluation and Transition Plan (SETP) Document
- a. Document the findings of the review of City Programs and Policies. Develop recommendations for improvement for each category evaluated.
  - b. Develop overview of background and applicable ADA requirements, summary of City administration and departments, and work completed to date.
  - c. Develop Transition Plan including documentation of public outreach opportunities, suggested phasing and prioritization of corrections, implementation and plan update recommendations.
  - d. Compile the 2019 Buildings and Facilities Assessment conducted by DLZ and ROW inventory prepared by the Client into an Appendix for inclusion in the Transition Plan.
  - e. Submit Draft SETP for owner review. Revise as needed prior to issuance for public review and comment.
  - f. Following public comment, DLZ will revise document as needed and reissue Final SETP for City adoption.
  - g. Deliverables: Two (2) hard copies and one (1) electronic copy at each of the following milestones: Owner Review of Draft SETP, Draft SETP for Public Review, and Final SETP for adoption.

#### **C. SCOPE OF SERVICES LIMITATIONS**

- 1. Basic Scope of Services described above addresses full compliance with Title II of the ADA in DLZ's interpretation. However, since the ADA is a civil rights law it is subject to rulings and related interpretations by the justice system. Consequently, DLZ is not liable for interpretations or rulings made by the justice system that are contrary to or alter DLZ's interpretations of the ADA. Furthermore, DLZ and its staff will, to the best of their ability, interpret the ADA for the purpose of this compliance investigation and make no expressed or implied warranty regarding accuracy, completeness or legality of the information documented.
- 2. The Client is advised and acknowledges that it must seek legal advice from its own legal advisors as to specific ADA requirements, and waives any claims against DLZ based on alleged errors or omissions in the content of any information presented by DLZ.

#### **D. ASSUMPTIONS**

The following are assumptions made in preparation of this agreement:

- 1. The ROW information to be included is assumed to be accurate information being provided by the Client. If information provided does not appear in DLZ's opinion to be consistent with the



intent of the Self Evaluation requirements, DLZ will make recommendation for additional work by the Client or under Additional Services by DLZ at Client request.

2. Where buildings/facilities or ROW are referenced, it is assumed that ADA compliance does not include a review of the current IBC code or any other governing codes or zoning requirements as they apply to the facilities included as part of this ADA compliance investigation. Scope of work does not include development of documents, details, specifications, or any other similar work that could be used to obtain bids or proposals to do non-compliance corrective work items identified by the SETP. Title II review of non-public spaces are not addressed in any portion of this ADA compliance investigation. Review of marginal compliance issues to determine their probability to be considered an acceptable alternative means to achieve ADA compliance is not included as part of this compliance investigation.
3. Those items noted herein as "Scope of Services Limitations" and "Client's Responsibilities" can be modified only upon receipt of either the Client's written authorization to perform an Additional Services task or by approval of a scope and fee modification provided by DLZ and approved in advance by the Client.

#### **E. CLIENT'S RESPONSIBILITIES**

The Client will provide the following items to assist DLZ during the project. This is in addition to those items identified in Section B. 'Basic Scope of Services' as responsibilities of the Client.

1. Appoint a single point-of-contact that will provide information requested by DLZ in a timely manner and assist DLZ in gathering necessary information to complete the scope of work.
2. Identify and inform DLZ of their assigned ADA Coordinator.
3. Provide information requested by DLZ in a timely manner.
4. Furnish all legal, insurance, and accounting services including auditing services that may be reasonably necessary at any time for the project to meet the Client's needs and interests.
5. Provide prompt written notice to DLZ if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in DLZ's work or scope of basic services.
6. Review and approve all public notices in local newspapers and other means, for Public Outreach.
7. Mail public meeting notices to any known disability advocates or individuals outside of those identified by DLZ as potentially interested parties.
8. Collect public comments regarding this project and forward to DLZ on a timely basis. Client will be responsible for distribution of draft plans and providing a single set of comments/questions to DLZ following review.
9. Provide previously completed ROW evaluation data in agreed up on format in a timely manner.
10. Ensure that a review of the draft and final Plan is performed by staff and/or legal representatives for accuracy and completeness of the information prepared by DLZ.
11. The City will be responsible for record-keeping and updates of the plan consistent with the requirements of INDOT.
12. Following adoption of this plan, the City is responsible for implementation and record-keeping as required by INDOT to remain compliant on an annual basis. This includes reporting to INDOT, posting required information within City facilities and on the City website, annual updates, implementation plan, goals, and accomplishments.

#### F. ADDITIONAL SERVICES

The following services are not included as part of DLZ's Basic Scope of Services. DLZ may be available to perform these services, but will not proceed with performing Additional Services without the Client's prior written authorization.

- Creation of floor plans of facilities identified as part of this compliance investigation that were not made available to DLZ by the Client.
- IBC code review of the facilities included in this ADA compliance investigation.
- Review of marginal compliance issues to determine their probability to be considered an acceptable alternative means to achieve ADA compliance is not included as part of this investigation.
- Review of Title II conditions related to site and architectural barriers in non-public areas.
- Detailed review of Title I accessibility issues within employee-only areas of facilities.
- Attendance by DLZ at any additional meetings other than those noted in the Basic Scope of Services.
- Evaluation of right-of-way or other facilities.
- Assistance with implementation of SETP.

#### G. SCHEDULE

DLZ is available on or after November 1, 2019 to commence this project with receipt of a signed Agreement and written Notice-to-Proceed. At this time, the Basic Scope of Services as described herein shall be completed within following schedule. The Schedule assumes no delays due to adverse or restrictive weather, Client delays in providing required information or extended review periods.

Project Work Tasks	Days from NTP
Conduct Project Kickoff meeting with City Staff	15
Public Outreach #1	45
Receipt of City Provided Information/Questionnaire Responses	60
Review Programs and Policies; Develop Draft SETP	120
Client Review of Draft Report/Review Meeting	135
Public Outreach/Draft for Public Review	165
Finalize SETP	180

#### H. COMPENSATION

The Client shall compensate DLZ Indiana, LLC (DLZ) for providing professional services rendered under the "Basic Scope of Services" in a lump sum amount of **Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)**.

Project expenses incurred by DLZ to perform the Basic Scope of Services as stated herein are included in the above lump sum compensation for these tasks including the extent of report copies (deliverables) stated herein. Any expenses incurred outside the Basic Scope of Services and the stated deliverables shall be considered Reimbursable Expenses and shall be payable in accordance with Exhibits B and C.

**EXHIBIT B**  
**DLZ INDIANA, LLC - ANGOLA ADA FEE STRUCTURE - 2019**  
**ENGINEERING/ARCHITECTURAL**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>2018 Hourly Rate</i>
554/564/484/486	ADA Quality Manager	\$170.00
472	ADA Specialist	\$118.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

**EXHIBIT C**  
**DLZ'S STANDARD TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as

compared to contractor bids or actual cost to CLIENT.

10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,00 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. **DISPUTES:** Any litigation regarding this agreement or DLZ's services hereunder will be governed by the substantive laws of the state in which the project is located. The parties agree that the sole venue for any such litigation will be the county in which the project is located. The prevailing party in such litigation will be entitled to recover its litigation expenses, including reasonable attorney fees, from the other party.

15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose.



# City of Angola

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

(260) 665-7465

email: [planning@angolain.org](mailto:planning@angolain.org)

website: [www.angolain.org](http://www.angolain.org)

## CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: 112 W Maumee Street

Name of Applicant: Hanson Properties

Mailing Address: 220 LN 400 Lk James, Angola

Phone: 260-668-2228

Email: chonda.hanson@edwardjones.com

Business Name: The Venue

Federal Tax ID # 46-3055856

Your relationship to the project: ☒ Business Owner ☐ Contractor ☒ Property Owner

If not the property owner, enter the owner's name and information below.

(See Property Information and Ownership Verification Form attached)

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Has this site previously received an improvement grant from the City of Angola? ☐ Yes ☒ No

If yes, list the dollar amount.

\$ \_\_\_\_\_

Are property taxes current?

☐ Yes ☐ No

Include below a complete description of the proposed facade improvements.

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

Description of Project:

Removing existing mansard (Frame will be left in place), patio doors, stucco on walls and existing balcony painted plywood walls. Install new plywood sheathing on mansard with Standing Seam "black perinkle" colored metal mansard panels. Install two new Aluminum clad with wood interior sliding glass doors. Install new hand rails (walls) on balcony with clad Hardie plank and Boral TruExterior Trim. There will be 3 colors T&B, 1 main, 1 trim and 1 accent. Install 9 new can lights in bottom of balcony. Balcony will have new wood floor with waterproofing membrane and treaded walkpads (gray) on top.



CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION (continued)

Date of proposed start: October 2019 Date of initial building inspection: \_\_\_\_\_  
Date of proposed completion: late December 2019 Date of design consultation with Indiana \_\_\_\_\_  
Estimated cost of improvement: \$ 140,000 Landmarks Representative: 1-8-19  
Amount of funding requested: \$ 5,000 Indiana Landmarks Representative: Deb Parcell

Name of Contractor and Business Name: Hydrotech Building Solutions  
Address: 1108 Auburn Drive, Auburn, IN 46706  
Phone: 260-417-9804 Email: Wade@hydrotechadvantage.com

I understand that local and or state permits must be obtained prior to starting the project.

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

Name of Applicant (Printed): Rhonda Hanson

Applicant Signature: Rhonda Hanson

Date: 9-27-19

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

The City of Angola  
Office of Economic Development and Planning  
210 N Public Square  
Angola, IN 46703  
ph: 260-665-7465  
email: [planning@angolain.org](mailto:planning@angolain.org)  
website: [www.angolain.org](http://www.angolain.org)

---

For office use:

Date passed by Angola Common Council: \_\_\_\_\_







B



**PDM**  
6318-C Marjorie Drive  
Fort Wayne, IN 46825  
www.pdm.com  
PROJECT DESIGN & MANAGEMENT - INCORPORATED

The Venue  
110 W. Maumee St  
Angola, IN 46703

ISSUE  
08/08/19  
RE-ISSUE  
00/00/00

PROJECT NO.  
C.18.916  
PROJECT  
The Venue

DRAWN BY  
DNG  
DESCRIPTION  
Conceptual Façade  
Renovation

a

02







Council Approved Amount \_\_\_\_\_  
*For office use only*

## CITY OF ANGOLA FAÇADE GRANT AGREEMENT

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

IN CONSIDERATION THEREOF, this \_\_\_\_\_ day of 20 \_\_\_\_\_, \_\_\_\_\_ ("Owner"),  
and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

### SECTION 1: SUBJECT PROPERTY AFFECTED

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

(INSERT PROPERTY ADDRESS) 112 W Maumee Street, Angola, IN 46703

### SECTION 2: CONSIDERATION AND SCOPE

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

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

### SECTION 3: CONTRACT DOCUMENTS

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

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

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



## CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

### SECTION 4: WORK TO BE PERFORMED

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

### SECTION 5: OWNER RESPONSIBILITIES

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

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

## **CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)**

### **SECTION 6: QUALIFYING IMPROVEMENTS**

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

### **SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY**

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

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

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

### **SECTION 8: PAYMENT**

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

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

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

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

### **SECTION 9: CONFLICT OF INTEREST**

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

## **CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)**

### **SECTION 10: INDEMNIFICATION**

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

### **SECTION 11: NO LIENS**

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

### **SECTION 12: AUTHORITY**

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

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

### **SECTION 13: WARRANTIES**

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

### **SECTION 14: BREACH; REMEDIES**

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

### **SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT**

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

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

### **SECTION 16: ADDITIONAL COVENANTS**

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

**CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)**

**SECTION 17: GOVERNING LAW**

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

**SECTION 18: NOTICE**

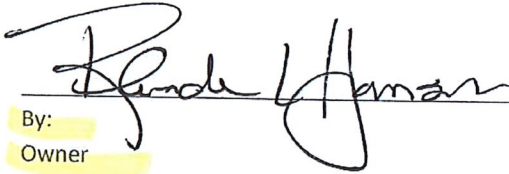
All notices required to be sent from one party to another shall be sent by US Mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

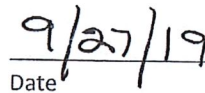
**THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:**

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

Mayor, City of Angola, Indiana

\_\_\_\_\_  
Date

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

  
Date

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

Tenant

\_\_\_\_\_  
Date

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT  
MONTH ENDING SEPTEMBER 2019

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 6,394,501.53	\$ 214,327.83	\$ 6,608,829.36	\$ 4,176,363.35	\$ 567,097.65	\$ 4,743,461.00	\$ 1,865,368.36
Petty Cash	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
Cash Change	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950.00
Police Operations	\$ 1,480.61	\$ 0.06	\$ 1,480.67	\$ 10.00	\$ -	\$ 10.00	\$ 1,470.67
Motor Vehicle Highway	\$ 1,595,474.30	\$ 33,491.95	\$ 1,628,966.25	\$ 977,997.00	\$ 91,897.38	\$ 1,069,894.38	\$ 559,071.87
Local Road & Street	\$ 155,796.15	\$ 7,179.94	\$ 162,976.09	\$ 22,766.20	\$ 4,589.00	\$ 27,355.20	\$ 135,620.89
Motor Vehicle Highway Restricted	\$ 120,596.93	\$ 16,449.56	\$ 137,046.49	\$ 97,364.96	\$ -	\$ 97,364.96	\$ 39,681.53
Parks & Recreation Operating	\$ 892,363.63	\$ -	\$ 892,363.63	\$ 445,421.70	\$ 113,795.61	\$ 559,217.31	\$ 333,146.32
Donation	\$ 182,132.39	\$ 3,804.49	\$ 185,936.88	\$ 62,983.40	\$ 5,039.41	\$ 68,022.81	\$ 117,914.07
Redevelopment General	\$ 470,913.24	\$ -	\$ 470,913.24	\$ -	\$ -	\$ -	\$ 470,913.24
Law Enforcement Continuing Ed	\$ 38,529.11	\$ 1,668.16	\$ 40,197.27	\$ 13,980.79	\$ 2,345.06	\$ 16,325.85	\$ 23,871.42
Local Road & Bridge Matching Grant	\$ 742,892.00	\$ -	\$ 742,892.00	\$ -	\$ -	\$ -	\$ 742,892.00
Rainy Day	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00
Hazmat Response	\$ 8,350.25	\$ 2,077.00	\$ 10,427.25	\$ 472.53	\$ -	\$ 472.53	\$ 9,954.72
LIT Public Safety	\$ 1,562,586.24	\$ 52,290.33	\$ 1,614,876.57	\$ 406,606.95	\$ 46,166.32	\$ 452,773.27	\$ 1,162,103.30
LIT Special Distribution	\$ 2,248.40	\$ -	\$ 2,248.40	\$ 2,248.40	\$ -	\$ 2,248.40	\$ -
Law Enforcement Trust	\$ 2,802.70	\$ -	\$ 2,802.70	\$ -	\$ -	\$ -	\$ 2,802.70
Cumulative Capital Improvement	\$ 62,183.36	\$ -	\$ 62,183.36	\$ 204.00	\$ -	\$ 204.00	\$ 61,979.36
Cumulative Capital Development	\$ 428,269.47	\$ -	\$ 428,269.47	\$ -	\$ -	\$ -	\$ 428,269.47
Park Nonreverting Capital	\$ 53,845.26	\$ 290.85	\$ 54,136.11	\$ 374.62	\$ -	\$ 374.62	\$ 53,761.49
Federal Grants	\$ 2,019.55	\$ 6,849.73	\$ 8,869.28	\$ 2,019.55	\$ 6,849.73	\$ 8,869.28	\$ -
Park Cumulative Building	\$ 40,605.03	\$ -	\$ 40,605.03	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 605.03
LIT Economic Development	\$ 874,121.61	\$ 45,159.83	\$ 919,281.44	\$ 118,797.13	\$ 19,544.38	\$ 138,341.51	\$ 780,939.93
Riverboat	\$ 155,433.16	\$ -	\$ 155,433.16	\$ 35,994.30	\$ 19,972.05	\$ 55,966.35	\$ 99,466.81
Local Major Moves Construction	\$ 1,930,379.97	\$ 4,671.92	\$ 1,935,051.89	\$ 14,909.65	\$ 2,500.00	\$ 17,409.65	\$ 1,917,642.24
Capital Projects	\$ 394,283.84	\$ -	\$ 394,283.84	\$ 151,531.80	\$ 8,209.19	\$ 159,740.99	\$ 234,542.85
Water Operating & Maintenance	\$ 1,789,267.90	\$ 216,656.09	\$ 2,005,923.99	\$ 1,551,021.63	\$ 180,597.57	\$ 1,731,619.20	\$ 274,304.79
Water Sinking	\$ 478,563.95	\$ 37,052.61	\$ 515,616.56	\$ 441,511.26	\$ -	\$ 441,511.26	\$ 74,105.30
Water Improvement	\$ 2,052,107.40	\$ 4,350.00	\$ 2,056,457.40	\$ 59,292.82	\$ 11,178.00	\$ 70,470.82	\$ 1,985,986.58
Water Customer Deposit	\$ 72,115.00	\$ 2,200.00	\$ 74,315.00	\$ 12,590.00	\$ 1,845.00	\$ 14,435.00	\$ 59,880.00
Water Construction	\$ 400,533.57	\$ -	\$ 400,533.57	\$ 204,256.68	\$ 12,110.00	\$ 216,366.68	\$ 184,166.89
Wastewater Operating & Maintenance	\$ 2,242,933.35	\$ 232,838.47	\$ 2,475,771.82	\$ 1,988,624.22	\$ 208,126.82	\$ 2,196,751.04	\$ 279,020.78
Wastewater Sinking	\$ 1,235,795.51	\$ 59,913.18	\$ 1,295,708.69	\$ 366,012.50	\$ -	\$ 366,012.50	\$ 929,696.19
Wastewater Improvement	\$ 1,549,337.84	\$ 11,100.00	\$ 1,560,437.84	\$ 134,212.09	\$ 4,075.00	\$ 138,287.09	\$ 1,422,150.75
Wastewater Construction	\$ 268,799.55	\$ 33.84	\$ 268,833.39	\$ 248,380.93	\$ -	\$ 248,380.93	\$ 20,452.46
Escrow	\$ 71,250.00	\$ 9,500.00	\$ 80,750.00	\$ 18,200.00	\$ 500.00	\$ 18,700.00	\$ 62,050.00
Police Pension	\$ 345,903.67	\$ 71,177.35	\$ 417,081.02	\$ 99,103.82	\$ 11,026.10	\$ 110,129.92	\$ 306,951.10
Payroll Withholding	\$ 2,756,315.99	\$ 312,923.62	\$ 3,069,239.61	\$ 2,730,478.10	\$ 318,234.90	\$ 3,048,713.00	\$ 20,526.61
<b>TOTAL - CASH FUNDS</b>	<b>\$ 30,375,982.46</b>	<b>\$ 1,346,006.81</b>	<b>\$ 31,721,989.27</b>	<b>\$ 14,423,730.38</b>	<b>\$ 1,635,699.17</b>	<b>\$ 16,059,429.55</b>	<b>\$ 15,662,559.72</b>
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (8)	\$ 51,859.57	\$ 7,052.46	\$ 58,912.03	\$ -	\$ -	\$ -	\$ 58,912.03
Moneys on Deposit (interest only) (2)	\$ 17,796.53	\$ 1,756.00	\$ 19,552.53	\$ -	\$ -	\$ -	\$ 19,552.53
Local Major Moves Construction	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
Water Sinking	\$ 312,745.00	\$ -	\$ 312,745.00	\$ -	\$ -	\$ -	\$ 312,745.00
Total of Investments by Funds	\$ 2,382,401.10	\$ 8,808.46	\$ 2,391,209.56	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 1,391,209.56
<b>TOTAL - ALL FUNDS</b>	<b>\$ 32,758,383.56</b>	<b>\$ 1,354,815.27</b>	<b>\$ 34,113,198.83</b>	<b>\$ 15,423,730.38</b>	<b>\$ 1,635,699.17</b>	<b>\$ 17,059,429.55</b>	<b>\$ 17,053,769.28</b>

**CITY OF ANGOLA**

Prescribed by State Board of Accounts

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

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT  
MONTH ENDING SEPTEMBER 2019**

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)	\$ 182,149.69	\$ -	\$ 182,149.69
Wastewater Sinking - Debt Service Reserve (20)	\$ 747,546.50	\$ -	\$ 747,546.50
Wastewater Construction (21)	\$ 20,452.46	\$ -	\$ 20,452.46
<u>Farmers State Bank</u>			
General Checking (3)	\$ 732,783.54	\$ (36,877.88)	\$ 695,905.66
General Savings (8)	\$ 4,058,912.03	\$ -	\$ 4,058,912.03
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 1,470.67	\$ -	\$ 1,470.67
<u>Trust INdiana</u>			
TRECS (2)	70.31	\$ -	\$ 70.31
TOTALS	\$ 5,743,314.89	\$ (36,877.88)	\$ 5,706,507.32
INVESTMENTS MADE FROM DEPOSITORY BALANCES			\$ 10,019,552.53
ADD: Cash in Office			\$ 1,250.00
ADJUSTMENTS (explain fully) PNP NSF not showing on bank until 10/01/19			\$ (413.35)
Deposit in transit (3) 8076			\$ 592.92
Deposit in transit (3) 8081			\$ 75.23
Deposit in transit (3) 8082			\$ 1,756.61
Deposit in transit (3) 8083			\$ 9,110.69
Deposit in transit (3) 8084			\$ 509.85
Deposit in transit (3) 8085			\$ 100.00
Deposit in transit (3) 8086			\$ 1,982.48
Moneys on Deposit (interest only EOM)			\$ (78,464.56)
TOTAL CASH BALANCE, Plus Depository Balances Invested			\$ 15,662,559.72
Total of Investments - All funds (As shown in Col 7 opposite page)			\$ 1,391,209.56
TOTAL CASH BALANCE AND INVESTMENTS			\$ 17,053,769.28