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

Tuesday, January 2, 2024 - 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

1.	Council Member roll call by Clerk-Treasurer Herbert.			
	Coffey Olson Sharkey Roe McDermid			
2.	Remarks by Mayor Martin			
3.	Request approval of the December 18 minutes. (attachment)			
UNFINISHED BUSINESS				
1.	Other Unfinished Business			
NEW BUSINESS				
1.	1. Elect Mayor Pro Tem for 2024.			
2.	 Mayoral board, committee, and commission appointments for 2024: Board of Public Works and Safety David B. Martin, Chair David A. Olson, Council Member Jerold D. McDermid, Council Member Common Council Standing Committees Services & Budget committee> Olson and McDermid 			

 Traffic Commission Jennifer Sharkey, Council

Public Safety > Olson and Coffey City Utilities > Roe and Coffey

3. Appoint Common Council Member to the Angola Plan Commission for a four-year term ending December 31, 2027. (Mayor's recommendation- Jennifer Sharkey)

Streets, Alleys, and Lighting > Roe and Sharkey

4. Request approval of the Proposal for Land Surveying and Engineering Design Services for the East Gilmore Reconstruction Project with Rowland Associates Inc. in the amount of \$14,900. (attachment)

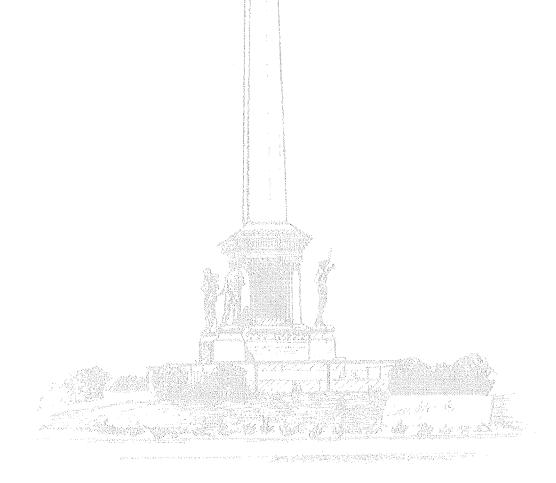
- 5. Reports:
 - Clerk-Treasurer
 - Department heads
- 6. Request approval of the Allowance of Accounts Payable Vouchers 66472 through 66587 totaling \$914,707.49. (separate attachment)
- 7. Other new business.

NEXT MEETING

The next Common Council meeting is Thursday, January 18, 2024.

ADJOURNMENT

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.



December 18, 2023

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, Kathleen G. Armstrong, David B. Martin, and Jerold D. McDermid answered roll. No council member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Jennifer Barclay, Fire Chief Doug Call, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, Water Superintendent Tom Selman, Assistant Wastewater Superintendent Cory Ritter, Human Resources Director Sue Essman, Patrol Officer Allie Curdes, and Street Maintenance Employee Scott Stevens

Also, among those present were Randy Coffey, David Roe, Jennifer Sharkey, Wil Howard, Rick Shipe, Isaac Lee, David Whitehead, Jessie Lestinsky, Lynn Hickman, Cindy Crum, Amanda Crum, Matt Crum, Heather Crum, Ashton Crum, Natalie Crum, Sandra Tamez, Deb Twitchell, Beth Swary of WLKI, and Lynn Thompson of the Herald-Republican.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the December 4, 2023 minutes. Council Member Crum seconded the motion. The motion carried 5-0.

Minutes of the November 6 Borad of Public Works and Safety meeting were presented for Council information.

UNFINISHED BUSINESS

Ordinance No. 1745-2023, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1500 N Wayne), was read by title and presented to Council on second reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 5-0. Ordinance No. 1745-2023, AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ANGOLA, INDIANA. (1500 N Wayne), was then read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion to approve carried 5-0.

Ordinance No 1746-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA UNIFIED DEVELOPMENT ORDINANCE BY ADDING PROVISIONS THERETO AND DELETING PROVISIONS THEREOF, was read by title and presented to Council on second reading. Council Member Crum moved to approve. Council Member Armstrong seconded the motion. The motion carried 5-0. Ordinance No 1746-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA UNIFIED DEVELOPMENT ORDINANCE BY ADDING PROVISIONS THERETO AND

DELETING PROVISIONS THEREOF, was then read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion to approve carried 5-0.

Ordinance No. 1747-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC AND ECONOMIC DEVELOPMENT COMMISSION. PRESERVATION PLANNING DEPARTMENT, was read by title and presented to Council on second reading. Council Member Armstrong moved to approve. Council Member Martin seconded the motion. The motion carried 5-0. Ordinance No. 1747-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT, was then read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

NEW BUSINESS

Ordinance No. 1748-2023. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024, was then read by title and presented to Council for first reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 5-0. Council Member Martin then moved to poll the Council for unanimous consent to suspend Common Council Meetings-Rule 22 to allow for second and third readings. Council Member Olson seconded the motion. The motion carried 5-0 Ordinance No. 1748-2023. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024, was then read by title and presented to Council on second reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 5-0. Ordinance No. 1748-2023, AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2024, was then read by title and presented to Council on third and final reading. Council Member Olson moved to approve. Council Member McDermid seconded the motion. The motion to approve carried 5-0.

Public hearing regarding the proposed application to the Indiana Department of Community and Rural Affairs for a grant from the State Community Block Grant (CDBG) Wastewater/Drinking Water Program was open at 7:04 p.m. Sandra Tamez of Region 3A

read the description of the grant including the application process, and the scoring parameters to determine the grant award. No public comment was provided at the hearing. Mayor Hickman spoke for importance of the grant to complete the Easton Lift Station elimination project. This lift station service two residential areas. It is an old lift station and it is difficult and expensive to find parts and make repairs if anything breaks. The public hearing was closed at 7:14 p.m. Resolution No. 2023-861. RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA AUTHORIZING THE SUBMITTAL OF THE WASTEWATER PROJECT APPLICATION TO THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS AND ADDRESSING RELATED MATTERS, was read by title and presented to Council for approval. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

Resolution No. 2023-862. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, STEUBEN COUNTY, INDIANA, AMENDING RESOLUTION 2019-766 TO REMOVE ANY LIMIT ON THE AMOUNT OF THE DEDUCTION SET THEREBY FOR THE INSTALLATION OF NEW MANUFACTURING EQUIMENT, was read by title and presented to Council for approval. Isaac Lee spoke about the purpose of the resolution and the need to amend the abatement to remove the cap on the abatement. Isaac stated that the project began before the COVID pandemic and costs to complete it skyrocketed due to increased material and labor costs. Council Member Martin moved to approve. Council Member Olson seconded the motion Discussion followed. Dave Whitehead of Univertical spoke on the reason for the request. The motion carried 5-0.

Resolution No. 2023-863. A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE CITY OF ANGOLA FOR THE GENERAL, PARKS AND RECREATION OPERATING, AND FIRE OPERATING FUNDS AND FORWARDED TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18.6, was read by title and presented to Council for approval. Council Member Olson moved to approve. Council Member Crum seconded the motion. The motion carried 5-0.

Assistant Wastewater Superintendent Cory Ritter opened and read aloud quotes for the Sanitary Sewer Rehab Project. Estimated project cost was \$90,000. The quotes included:

Inliner Solutions \$60,082 Insituform Technologies \$49,492 SAK \$106,785

Council Member Martin moved to award the bid the lowest, most responsive, and responsible bidder. Council Member Crum seconded the motion. The motion carried 5-0.

Council Member McDermid moved to approve the 2024 Fire Protection Agreement with Jackson Township in the amount of \$5,500. Council Member Crum seconded the motion. The motion carried 5-0.

Council Member Martin moved to approve the terms of the Memorandum of Understanding which would allow Steuben County Government to sign an agreement with

HWC Engineering for an adaptive re-use study for the Steuben County Historic Courthouse in which the City of Angola contributes \$15,000. Council Member Armstrong seconded the motion. Discussion followed. The motion carried 5-0.

Council Member Olson moved to approve the Memorandum of Understanding with the St. Joeseph River Basin Commission to facilitate the installation and operation of water monitoring sensors within the watershed. Council Member Crum seconded the motion. The motion carried 5-0.

Council Member Martin moved to reappoint Mark A. Cowen and Charles P. Dowe to the Redevelopment Commission for the year 2024. Council Member Armstrong seconded the motion. The motion carried 5-0.

Mayoral department head appointments for 2024:

Building Commissioner
Chief of Police
City Attorney
City Engineer

Scott L. Lehman
Kenneth L. Whitmire
Kim E. Shoup
Amanda R. Cope

Economic Development and Planning Director Jennifer M. Barclay

Fire Chief
Park Superintendent
Street Commissioner
Systems Administrator
Water Superintendent
Water Superintendent
Street Commissioner
Systems Administrator
Water Superintendent
Thomas H. Sleman

Wastewater Superintendent Jeffrey S. Gaff

Note for the record the filing of the Annual Certification of Elected Official to the Executive of the City of Angola, Indiana on Compliance with the Municipal Nepotism Policy Involving Direct Line Supervision for the mayor, clerk-treasurer, and council members.

Note for the record the filing of the Annual Certification of Elected Official to the Executive of the City of Angola, Indiana on Compliance with the Municipal Nepotism Policy Contracting with Unit Policy for the mayor and council members.

Clerk-Treasurer's Depository Statement and Cash Reconcilement for the month ending November 2023 was presented for Council information.

DEPARTMENT HEAD REPORTS

Economic Development and Planning Director Barclay thanked the outgoing Mayor and Council Members for being able to work with them.

City Engineer Cope reported that the new light on the corner of John and Water Streets has been installed.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 66212 through 66471 totaling \$930,301.89 which includes interfund transfers of \$163,850.22. Council Member Crum seconded the motion. The motion carried 5-0.

Mayor Hickman thanked all of the Council Members for the great ride and great experience he has had being a part of the leadership of this community. I have been blessed with a great council that didn't have an agenda except what is best for Angola. Thanks to my wife Lynn who has been a great fist lady for the city. We have so many great assets in this community, but the greatest is our city employees.

Council Member Crum thanked the Council, his family and wife especially for their support over the last twenty years, and Mayor Hickman for his support. There have been so many positive changes in the community in the last twenty years. It's been a great community effort.

Council Member Armstrong said it has been such an honor to serve over the last 16 years. Thank you Mayor Hickman for your leadership. Thank you Kim, Deb, and Ryan for keeping things on the straight and narrow with fiscal and legal matters. I have so much respect for the other Council Members. We've done great work.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:37 p.m.

		I. Hickman, Mayor
	Presiding	Officer
Attest:		
Ryan P. Herbert, Clerk-Treas	ürer	

ROWLAND ASSOCIATES, INC.

CONSULTING ENGINEERS – SURVEYORS
1201/2 EAST MAUMEE STREET P.O. BOX 138
ANGOLA, INDIANA 46703
(260) 665-3761
FAX (260) 665-3482
EMAIL: RAI@ROWLANDENG.COM

December 15, 2023

Amanda Cope, PE City Engineer City of Angola 210 N. Public Square Angola, IN 46703

Re:

Proposal for Land Surveying and Engineering Design Services for the East Gilmore

Street Reconstruction Project

Amanda:

Per your Request for Proposal, ROWLAND ASSOCIATES, INC. hereby proposes to perform land surveying and engineering design services for the above-referenced project as described below.

Part I – Description of Project

The project entails the reconstruction of East Gilmore Street in the City of Angola from N. Cross Street at its West end to Victoria Street at the East end as shown in Figure 1 attached. Total length of the Project is approximately 460-ft.

At this time, the scope of construction work is expected to include the following:

- Complete removal of existing pavement structure (12"± deep);
- Replace with 1-1/2" HMA Surface on 3" HMA Base on 8" No. 53 Compacted Limestone Aggregate on geotextile and compacted subgrade;
- Improve cross section (reduce pavement cross-slopes);
- Install 4-inch diameter underdrains on both sides of Gilmore Street;
- Installation of new concrete curb & gutter within the project limits;
- Installation of seven (7) new concrete drive approaches;
- Replace all concrete sidewalk ramps at Cross & Gilmore intersection; install new sidewalk ramps on West side of Victoria & Gilmore;
- Install 5-ft. wide sidewalk on N. side of Gilmore St. entire length of project;
- Miscellaneous improvements to storm sewer structures;
- Traffic control and restoration.

Part II – Description of Services

1. Establish horizontal and vertical control. A minimum of two (2) survey control points will be set at or near the perimeter of the Project. Elevation ties will be made to City of Angola benchmarks. Coordinate system – Indiana State Plane, East Zone 1301.

- 2. Determine approximate right-of-way location based on found survey monuments and recorded plat information.
- 3. Perform cross-sections along the centerline of E. Gilmore St. at 50-ft.± intervals. Perform additional cross sections as required (for example, at driveways, curb radii, and centerline side streets).
- 4. In general, cross section shots will be taken at the following locations on both sides of the street: 10-ft. outside the back of walk (or right-of-way if there is no walk), back of walk, face of walk, top/back of curb, edge of pavement on both sides of the street, pavement centerline. Additional shots at top/toe of slope e.g. will be taken as required.
- 5. Create cross section drawings of E. Gilmore St. showing proposed edges of pavement, centerline, curb lines, sidewalks, driveways, and drainage improvements.
- 6. Create plan & profile drawings of E. Gilmore St. showing plan & profile elements of the proposed improvements, along with approximate construction limits.
- 7. Prepare typical construction details as required; prepare individual details for handicap ramps.
- 8. Provide a single plan sheet schematic of traffic control requirements including signage types, and locations, and a general description of traffic control elements and phasing requirements.
- 9. Prepare construction cost estimate based on final plans.
- 10. Prepare short-form Project Manual in digital .PDF format. Manual will include Invitation to Bid, Information for Bidders, Itemized Proposal (including digital spreadsheet in .XLSX format for Contractor's bids, if requested), Form 96, Agreement, Employment Eligibility Verification, Indiana Iran Investment Certification, Notice of Award form, Notice to Proceed form, Change Order form, Construction Plans.
- 11. Provide assistance to the City in taking bids, including attendance at Pre-bid meeting, bid opening, bid tabulation, and bid recommendation.

Part III - Payment to the Engineer

ROWLAND ASSOCIATES, INC. will perform the services described in Part II, for a lump sum cost of Fourteen Thousand Nine Hundred Dollars (\$14,900.00). Any additional work will be performed on an hourly basis as shown in the attached rate schedule.

Please note that construction staking is not included in this proposal. ROWLAND ASSOCIATES, INC. will provide construction staking services on a time and material basis at our normal hourly rates as shown in the attached rate schedule. We estimate the cost for this construction staking to be approximately \$2,500 - \$3,500.

Amanda Cope, PE, City of Angola Engineer Page 3 of 3, December 15, 2023

Part IV - Schedule

Receipt of a signed copy of this proposal will constitute our Notice to Proceed. Field work will commence within thirty (30) working days of receipt of the Notice to Proceed. Work described in Part II, Items 1-11 will be complete by approximately March 15, 2024 unless delayed by events or conditions outside of our control.

Should you accept this proposal, please sign where indicated and return one original signature copy to our office.

Thank you for the opportunity to provide you with this Propos	sal.
Sincerely,	
Robert of Shem	
ROWLAND ASSOCIATES, INC. Robert J. Shearer, P.E., President	
Attachment: Terms and Conditions; Rate Schedule; Figure 1.	
Accepted By:	
Printed Name	
Signature	Date

ROWLAND ASSOCIATES, INC.

CONSULTING ENGINEERS — SURVEYORS 1201/2 EAST MAUMEE STREET P.O. BOX 138 ANGOLA, INDIANA 46703 (260) 665-3761 FAX (260) 665-3482 EMAIL: RAI@ROWLAND-ENG.COM

Standard Terms and Conditions for Engineering and Surveying Services.

These Standard Terms and Conditions, together with the Proposal for Services constitute the Agreement between the Client and Rowland Associates, Inc. (RAI). Before signing the Proposal and authorizing work, be sure you have read and understand the contents which describe the allocation of risks and duties of the Client and RAI.

1. Services

RAI will perform the services described in the Proposal, or in any amendments or change orders accepted by both parties. Any request by the Client that will require additional work, additional time, or increase RAI's cost will require an amendment or change order agreed to by both parties.

2. Standard of Care

RAI will perform the services described in the Proposal in accordance with generally-accepted engineering and surveying practices, and with the skill and care ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same or similar locale. RAI makes no warranties, expressed or implied, including warranties of marketability or fitness with regard to the services under this Agreement.

3. Client Responsibilities

The Client grants RAI and its sub-consultant(s) permission to enter the Site to perform the services. If the Site is owned by others, the Client represents and warrants that the owner has granted permission for RAI to enter the Site and perform the services. Upon request, Client will provide RAI with a written verification of Site access permission.

The Client shall inform RAI in writing of any specific requirements of safety or security programs that are applicable to RAI as a visitor to the Site.

As a result of entering into this Agreement, RAI assumes no responsibility for conditions at the Site that may constitute a danger or hazard to any individual or the environment. Further, the Client agrees to inform RAI, as well as any state, local, or federal entities as required by law, in a timely manner, of any hazards or dangers that exist on Site.

4. Payment

The Client shall compensate RAI for services as described in the Proposal. Invoices for services shall be submitted to the Client on a monthly basis. Payment is due within thirty (30) days from the date of the invoice. If the invoice amount is not paid within thirty (30) days, the Client agrees to pay late fees in the amount of one point five percent (1.5%) of the unpaid balance for each month it remains unpaid. In the event that subsequent late fees are applied, the fees shall be calculated at one point five percent (1.5%) times the sum of the principal plus previous late fees.

If the fees include reimbursable expenses as described in the Proposal, those expenses will be reimbursed at cost plus a markup of fifteen percent (15%).

RAI may terminate its services upon ten (10) days written notice any time a payment is overdue on any account with the Client. The Client agrees to pay for all services through the date of the termination notice, plus termination and collection costs, including reasonable attorney fees and expenses.

5. Insurance

During the work, RAI will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance. RAI will furnish certificates of insurance to the Client upon request. RAI will purchase additional project-specific insurance at the Client's request if the Client pays the premium and any costs involved in obtaining the additional coverage.

ROWLAND ASSOCIATES, INC.

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Standard Terms and Conditions for Engineering and Surveying Services.

6. Indemnification

The Client shall defend, indemnify and hold RAI, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of RAI.

7. Limits of Liability

In recognition of the relative risks and benefits of the project to both the Client and RAI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of RAI and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of the RAI and his or her sub-consultants to all those named shall not exceed \$13,000, or RAI's total fee for services rendered on this project, whichever is greater. Such claims and clauses include, but are not limited to, negligence, professional errors or omissions, strict liability and breach of contractor warranty.

8. Disputes

All disputes between the Client and RAI shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statue of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

9. Termination

In addition to the provisions of Section 4 above, either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other party. If the contract is terminated by the Client as provided herein, RAI shall be entitled to full payment for all work completed up to the date upon which the termination becomes effective.

ROWLAND ASSOCIATES, INC. CONSULTING ENGINEERS - SURVEYORS

CONSULTING ENGINEERS - SURVEYORS 1201/2 EAST MAUMEE STREET P.O. BOX 138 ANGOLA, INDIANA 46703 PH: (260) 665 · 3761 FAX: (260) 665 · 3482 EMAIL: RAI@ROWLANDENG.COM

RATE SCHEDULE

Effective January 3, 2023

Individual and Crew Rates

Professional Engineer (P.E.)
Construction Inspector
One-Man Survey Crew, Conventional
Reimbursable Expenses
18" x 24" Film ('Mylar') Plot
In-house Paper Copies: \$1.05/ea. 8-1/2" x 11". \$1.35/ea. 8-1/2" x 14". \$2.10/ea. 11" x 17". \$2.10/ea. 18" x 24" Monochrome. \$3.15/ea. 18" x 24" Color. \$5.25/ea. 24" x 36" Monochrome. \$5.25/ea. 24" x 36" Color. \$8.40/ea. Outside Paper Copies. Cost + 15%
Survey Materials: \$1.95/ea. Hardwood Lath
Vehicle Mileage*\$0.66/mi.Outside ServicesCost + 15%PostageCostShippingCost + 15%

^{*} Vehicle mileage included in crew rates above.

