

**AGENDA OF THE  
BOARD OF PUBLIC WORKS AND SAFETY  
City of Angola, Indiana  
210 N Public Square**

**Monday, April 4, 2022 – 6:30 p.m.**

**CALL TO ORDER BY CHAIR HICKMAN**

1. Member roll call by Clerk-Treasurer Herbert.

Hickman \_\_\_\_\_ Martin \_\_\_\_\_ Olson \_\_\_\_\_

2. Request approval of the March 7 minutes. (attachment)

**ORDER OF BUSINESS**

1. Sutton's Deli regarding drainage improvements in the alley behind 140 and 160 N Public Square. (attachment)
2. Request approval of the Easement Encroachment Agreement with Douglas and Jane E. Bryant at 203 Buell Drive. (attachment)
3. Department head reports.
4. Other business.

**NEXT MEETING**

The next meeting is Monday, May 2.

**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](mailto:clerktreasurer@angolain.org) as soon as possible but no later than three business days before the scheduled event.

**MARCH 7, 2022**

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:50 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman and David A. Olson answered roll call. Member David B. Martin was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Chief of Police Ken Whitmire, City Engineer Amanda Cope, Fire Chief T.R. Hagerty, Assistant Fire Chief Bill Herter, Water Superintendent Tom Selman, Street Superintendent Doug Anderson, Systems Administrator Nathan Armstrong, Human Resources Director Sue Essman, Common Council Member Gary Crum, and Accounts Payable Clerk Stephanie Dean.

#### APPROVAL OF MINUTES

Member Olson moved to approve the January 3, 2022 minutes. Member Hickman seconded the motion. The motion carried 2-0.

#### ORDER OF BUSINESS

Member Olson moved to approve the Stormwater Management/BMP Facilities Agreement with S & L Properties Angola LLC for property located at 2207 N Wayne St. Member Hickman seconded the motion. the motion to approve carried 2-0.

Member Olson moved to approve the AT&T Mobility Corporation Fifth Amendment to Option and Site Lease for their communications facility located at 109 Jackson Street. Member Hickman seconded the motion. Discussion followed. The

#### DEPARTMENT HEAD REPORTS

City Engineer Cope reported that a homeowner in the city called in to report a contractor had given them a quote of \$40,000 to repair a failed sewer lateral. Be aware that there is a bad company trying to take advantage of residents.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:57 p.m.

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Richard M. Hickman, Chair

Attest:

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Ryan P. Herbert, Clerk-Treasurer

DRAFT

TO: CITY OF ANGOLA

FROM: SUTTON'S D&F

DATE: MARCH 17, 2022

RE: ALLEY BEHIND OUR BUILDING

PER MY CONVERSATION W/ AMANDA AND REITHA,  
THE ALLEY DURING WINTER / SPRING COLLECTS A  
LOT OF STANDING WATER. IN THE WINTER IT IS  
SOLED ICE AND NOT EVEN ABLE TO GO UP ALLEY.  
WHAT WE ARE SEEKING IS TO GET A BETTER  
DRAINAGE SYSTEM IN THE ALLEY.  
WE WOULD LIKE TO FORM JOINT PARTNERSHIP  
TO POSSIBLY FIX THIS PROBLEM.  
THANKS FOR CONSIDERATION ON THIS MATTER !!



## EASEMENT ENCROACHMENT AGREEMENT

**DEED REFERENCE:** Book 2001, Page 0729

This agreement is made and entered into this 29 day of March, 2022 by \_\_\_\_\_ and between The Board of Public Works and Safety of the City of Angola (hereinafter called the City) and Douglas & Jane E Bryant (hereinafter Landowner).

WHEREAS, Landowner is the owner of the following real estate located within the City of Angola:

Address: 2023 Buell Drive

Subdivision: North Pointe Woods Villas

Description: North Pointe Woods Villas Lot 21

WHEREAS, The City has jurisdiction over certain utility and/or drainage easements that lie on, under, and/or over said Real Estate, which easements have been previously dedicated to the public and/or the City of Angola, the description of which has been duly recorded on the deed record or plat for said Real Estate.

NOW THEREFORE, in consideration of the City granting Landowner the right to encroach upon a drainage or utility easement previously platted and granted to the City, Landowner agrees as follows:

1. Scope and purpose of encroachment: Landowner is granted the right to encroach upon the drainage or utility easement specifically as follows: The construction of a 26'x10' screened porch. This structure will extend 3'-6" into the Utility & S.D. Easement dedicated to the City of Angola as part of North Pointe Woods Villas Subdivision. The encroachment will be 3'-6" from the southern boundary of the easement and is 27' in width. See the attached plot plan for limits of encroachment.

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Landowner may not change the scope or purpose of the encroachment without the specific written consent of the City.

2. No waiver of rights: Landowner acknowledges that the City does not, in any way, waive or forfeit its full right to use and enjoyment of the drainage or utility easement. Upon request, Landowner shall remove the encroachment for the purpose of allowing the City, or any public utility access to the easement. Should Landowner fail to remove the encroachment within a reasonable period of time, the City or any public utility may, at its discretion, remove the encroachment and assess Landowner the cost of removing the encroachment.
3. Landowner shall be responsible for repair and/or replacement at Landowner's expense of any improvement that may be damaged or removed by City or authorized user of easement, as a result of authorized work performed within easement.
4. City will replace and/or repair the ground beneath said improvement only when City or its utilities or agencies actually perform work in said easement.

5. Landowner's construction, installation, and maintenance of said improvement shall not be in contact with or in conflict with, nor damage or destroy any current or future use by the City or any other authorized users of the said easement.
6. Limitation of Liability: Landowner agrees to indemnify and hold City harmless for any and all actions arising out of any claim for personal injury, property damage, consequential damages, attorney fees and costs caused by Landowner's encroachment upon the drainage or utility easement. Under no circumstances will the City or any public utility be liable for any claims by the Landowner for any personal injury or damages caused by the City or any public utility's removal of the encroachment.
7. Acceptance of the Agreement does not relieve Landowner or Landowner's representatives from obtaining any other permits or approvals as may be required for the placement of said improvement, and said placement and improvement shall be subject to all appropriate federal, state, and local laws, ordinances, rules, and regulations.
8. The City shall record this Agreement in the Office of the Recorder of Steuben County, Indiana.
9. This encroachment agreement shall be effective upon the date all parties sign the agreement. It is understood that this agreement may be terminated any time by City and upon such termination Landowner shall promptly remove or cause to be removed the encroachment from City's property, at Landowners sole cost, repairing any damage done to City property as occasioned by such removal. This agreement is binding on the heirs and successors-in-interest of Landowner. Any amendment to this agreement must be in writing, signed by the parties hereto.
10. Landowner or landowners appointed agent shall provide the City with a drawing or description of the proposed encroachment attached hereto. Landowner understands that should the actual encroachment fail to conform to the approved proposed encroachment, City has the right to require Landowner to modify or remove all or a portion of the encroachment at Landowner's expense.
11. This agreement in no way grants consent for future encroachments.

The parties hereby indicate their understanding and acknowledgement of the terms and conditions herein by executing this Agreement where indicated below.

City of Angola  
Board of Public Works

\_\_\_\_\_  
Richard M. Hickman

\_\_\_\_\_  
David Olson

\_\_\_\_\_  
David Martin

Attest:

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



Landowner

Jane E. Bryant  
Printed: Jane E. Bryant

Printed: \_\_\_\_\_

Notarization:

State of Indiana )

) SS:

County of Steuben )

Subscribed and sworn to before me, a  
Notary Public this 29 day of  
March, 20 22

In Witness Whereof, I have hereunto  
set my hand and affixed the seal of my  
notarial office.

(sign) Morgan Bertoia  
Notary Public

(print) Morgan Bertoia  
Resident of Steuben County, Indiana

My Commission  
Expires: 12-5-2027

This instrument prepared by me and I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required to be in it by law. Kim Shoup



**GOULOFF - JORDAN  
SURVEYING AND DESIGN, INC.**

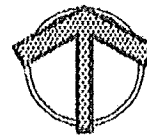
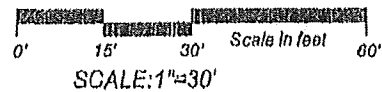
1133 BROADWAY FORT WAYNE, IN 46802  
PH (260) 424-5362 FAX (260) 424-4916

**PLOT PLAN**

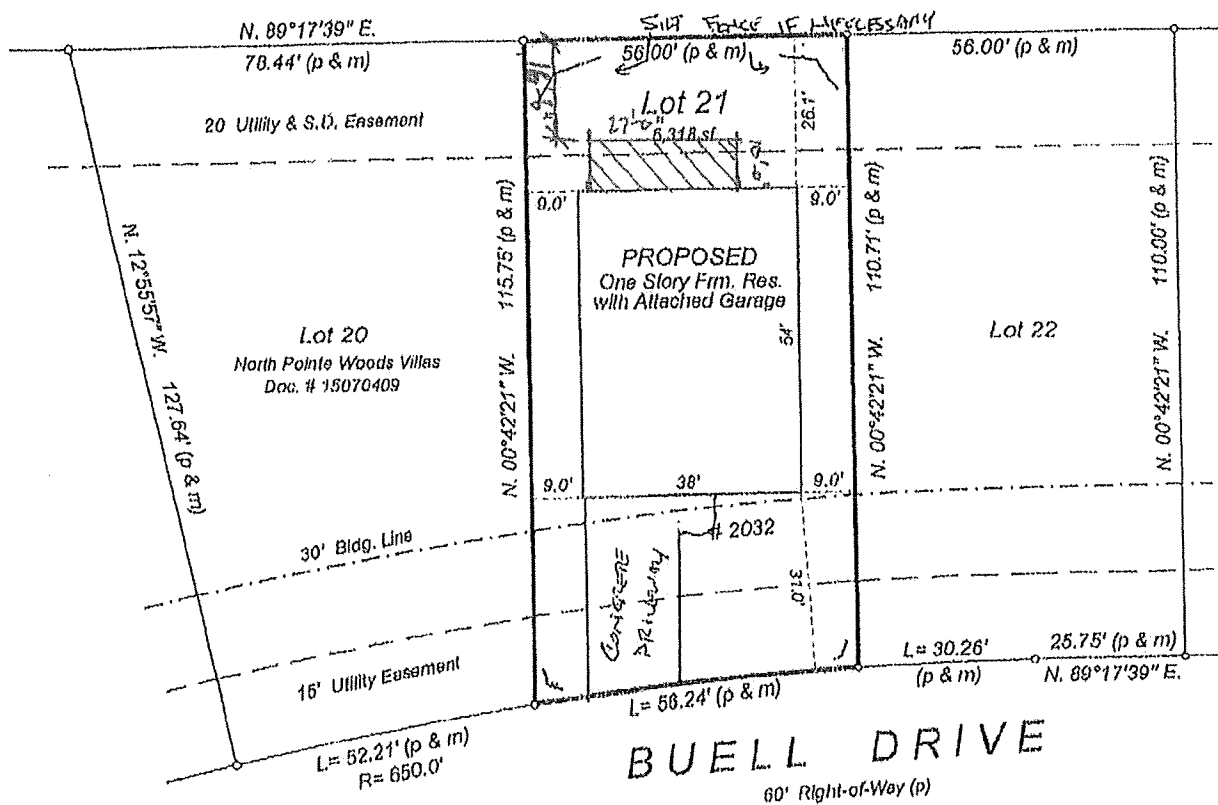
Lot 21 - North Pointe Woods Villas  
2032 Buell Drive, Angola, IN 46703

**LEGEND**

- (m) MEASURED
- (r) RECORDED
- (c) CALCULATED
- (p) PLATTED INFORMATION



5/8" Ø Rebars capped "GOU" found  
at all Property Corners



For the exclusive use of: Steury Builders

Date: April 24, 2019

Job No.: 20190112

SHEET 1 OF 1