

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

Monday, December 5, 2022 – 6:45 p.m.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Herbert.

Hickman _____ Martin _____ Olson _____

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

ORDER OF BUSINESS

1. Request appointment of Nicholas Ballentine to the Angola Police Department as a Patrol Officer with a start date of November 27, 2022.
2. Request appointment of Jackson Ingle to the Angola Police Department as a Patrol Officer with a start date of January 1, 2023.
3. Request appointment of Kody Forker to the Angola Fire Department as a Firefighter with a start date of December 25, 2022.
4. Request approval Stormwater Management/ BMP Facilities Agreement with Best Deal Auto Sales for property located at 3095 N Wayne Street. (attachment)
5. Department head reports.
6. Other business.

NEXT MEETING

The next meeting is Tuesday, January 3.

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.

NOVEMBER 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 6:30 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Fire Chief Doug Call, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Human Resources Director Sue Essman, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Street Superintendent Chad Ritter, Police Patrol Officer Caleb McLatcher, Firefighter Hillary Cope, and Engineering Assistant Nick Gerber.

Also, among those present were Craig Benson, Leslie Schlottman, Ken Wilson, Dennis Norris, Tracey Norris, and Oksana Kotkina of *The Herald Republican*.

APPROVAL OF MINUTES

Member Olson moved to approve the September 6, 2022 Minutes. Member Martin seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member Olson moved to approve the appointment of Donovan McLeister as a Firefighter to the Angola Fire Department with a start date of November 27, 2022. Member Martin seconded the motion. The motion carried 3-0.

Member Martin moved to approve the Uniform Conflict of Interest Disclosure Statement for Hillary Cope. Member Olson seconded the motion. The motion carried 3-0.

Craig Benson addressed the Board regarding his request for consideration of a sanitary sewer main extension within the plat of Tri State Beach in the vicinity of his property at Ln 206 Fox Lake. Mr. Benson provided maps of where the extension would run and properties that would be able to connect. Discussion followed. Member Olson moved that City Attorney Shoup be allowed to prepare an availability agreement for the extension. Member Martin seconded the motion. The motion carried 3-0.

DEPARTMENT HEAD REPORTS

City Engineer Cope reported that there had been inquiries by residents at Golden Lake about extending sewer service to that area.

OTHER NEW BUSINESS

Member Martin moved to accept the infrastructure for the Terrace of Buck Lake including water mains and hydrants, storm and sanitary sewer, and streets noting that there are two structures The City will repair and be reimbursed by JK Investments LLC for material. Member Olson seconded the motion. Discussion followed. The motion carried 3-0.

Member Martin moved to approve the Right-of-Way Encroachment Agreement with JK Investments LLC. Member Olson seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:49 p.m.

Richard M. Hickman, Chair

Attest:

Ryan P. Herbert, Clerk-Treasurer

CITY OF ANGOLA
STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of December, 2022
by and between Best Deal Auto Sales, hereinafter called "Owner",
and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, Best Deal Auto Sales is the Owner of certain
real property located at 3095 N Wayne Street, described as Steuben
County Parcel Number 760611000030000012, and as recorded by Document
No. 1712-0715 in the land of records of Steuben County, Indiana, and
hereinafter called the "Property";

WHEREAS, the Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as Best Deal Auto Sales
and shown on plans dated 8/25/22, final rev. 11/16/22 and prepared by Brooks Construction Co., Inc.
and hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved
by the City of Angola Engineering Department working under authority of the Board provides for
detention of stormwater within the confines of the Property; and

WHEREAS, the Board and the Owners, its successors and assigns, including any
homeowner's association, agree that the health, safety, and welfare of the residents within the
jurisdictional area of the City of Angola, require that onsite stormwater management/BMP facilities
be constructed and maintained on the Property; and

WHEREAS, the Board requires that onsite stormwater management/BMP facilities as shown
on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including
any homeowner's association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants
contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Owner,
its successors and assigns, in accordance with the plans and specifications identified in or
on the Plan.
2. The Owner, its successors and assigns, including any homeowners' association, shall
adequately maintain all the stormwater management/BMP facilities constructed in
accordance with the approved Plan. This includes, but is not limited to, all pipes and
channels built to convey stormwater to the facility, as well as all structures- including

inlets, catch basins, manholes, outlet control structures, and other improvements; rip rap, detention areas above ground and buried facilities; and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the facilities are performing their designed functions.

3. The Owner, its successors and assigns, shall inspect the stormwater management/BMP facility at a frequency recommended by the manufacturer of the stormwater structure, or, in the absence of manufacturer recommendations, shall inspect at least annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc.
4. The Owner, its successors and assigns, hereby grant permission to the Board, its authorized agents and employees, to enter upon the Property and to investigate the stormwater management/BMP facilities whenever the Board deems it necessary to investigate said facilities. The purpose of investigation is to follow-up on reported deficiencies and/or to respond to citizen complaints. The Board shall provide the Owner, its successors and assigns, written notification of investigation findings and a directive to commence with repairs, if necessary.
5. In the event the Owner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the Board, the Board may enter upon the Property and take whatever steps necessary to correct deficiencies identified during the investigation and to charge the costs of such repairs to the Owner, its successors and assigns. This provision shall not be construed to allow the Board to erect any structure of permanent nature on the land of the Owner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the Board is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Board.
6. The Owner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities, (including de-brushing, mowing and sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the Board, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the Board upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Board hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the Board and the Owner agrees to hold the Board harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Steuben County, Indiana, and shall constitute a covenant running with the land, and shall be binding on the Owner,

its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners' association.

Best Deal Auto Sales

Owner

By:

Signature

Printed Name

Printed Title

STATE OF Indiana)
COUNTY OF Allen) SS:

Before me, a Notary Public in and for said County and State, this 17 day of November, 2022, personally appeared Travis Baldwin who then and there signed and acknowledged the foregoing instrument.

Mariissa Brown
[Notary Public's Signature]

Mariissa Brown
[Notary Public's Printed Name]

My commission number:

My commission expires:

Resident of INDIANA County, DEKALB



City of Angola, Indiana
Board of Public Works and Safety

Richard M. Hickman, Chair

David B. Martin, Member

David A. Olson, Member

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally appeared Richard M. Hickman, David B. Martin, and David A. Olson who then and there signed and acknowledged the foregoing instrument.

[Notary Public's Signature]

[Notary Public's Printed Name]

My commission number: _____

My commission expires: _____

Resident of _____ County, _____.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law Kim E. Shoup."

Prepared by: Kim E. Shoup, Angola City Attorney