

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

Monday, February 2, 2025 – 6:45 p.m.

CALL TO ORDER BY CHAIR MARTIN

1. Member roll call by Clerk-Treasurer Herbert.

Martin _____ Olson _____ McDermid _____

2. Request approval of the December 15 minutes. (attachment)

ORDER OF BUSINESS

1. Request approval of the Radio Tower Lease between the City of Angola and STAR Educational Media Network. (attachment)
2. Department head reports.
3. Other business.

NEXT MEETING

The next meeting is Monday, March 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 as soon as possible but no later than three business days before the scheduled event.

START	END	LAST	FIRST	APPOINTED BY
01/01/2025	12/31/2025	Martin	David B	Indiana Code
01/01/2025	12/31/2025	McDermid	Jerold D	Mayor
01/01/2025	12/31/2025	Olson	David A	Mayor

DECEMBER 15, 2025

The special meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:45 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Police Chief Ken Whitmire, Fire Chief William Harter, Street Commissioner Chad Ritter, and Human Resources Director Sue Essman.

Also present was Chris Emerick.

APPROVAL OF MINUTES

Member Olson moved to approve October 6, 2025, minutes. Member McDermid seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member McDermid moved to approve the School Resource Officer Agreement with the MSD of Steuben County for the year 2026. Member Olson seconded the motion. The motion carried 3-0.

ADJOURNMENT

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

David B. Martin, Chair

Attest:

Ryan P. Herbert, Clerk-Treasurer

RADIO TOWER LEASE

This Agreement is made this November____, 2025, by and between City of Angola, Indiana a Municipal Corporation (hereinafter called "LESSOR") and STAR Educational Media Network, Inc, (hereinafter called "LESSEE". Lessee is an educational and religious tax-exempt entity.

1. PREMISES. LESSOR does hereby lease to LESSEE space now occupied by a Radio Tower and an existing small building to house equipment related thereto, which are on a portion of the real property located on the north side of County Road 300 North, Steuben County, Indiana, which property houses Angola's water storage tank. Such designated area hereinafter being called the "Premises".

2. TERM. The term of this Lease shall be two years commencing November 1, 2025 and may be cancelled at any time by either party by written notice thereof. In the event of a cancellation LESSEE shall have a reasonable amount of time to remove the tower and related equipment. In no event shall the LESSOR incur any expense or cost whatever as a result of this lease agreement or its termination. The term of one year may be renewed thirty days or more before the expiration of the term by an exchange of email or other written correspondence between LESSOR and LESSEE clearly indicating the desire and acceptance to extend the Lease for an additional year.

3. RENTAL. The rent is \$450 per month in advance with first payment due upon signing and subsequent payments due on the 1st day of each month. In the event the lease is renewed rent will be negotiated.

4. USE. The Property is leased for the sole purpose of operation and maintenance of a radio tower and a small building to house associated equipment. This Lease is personal to Lessee and may not be sublet. The Radio Tower may only be used by Star Educational Media Network, Inc. for its usual and customary broadcasts.

5. USE BY LESSOR: The City of Angola may use said Radio Tower to place its own equipment to be used strictly for City use and not for commercial use.

6. OPERATION. Operation and maintenance of said tower or related building shall in no way damage LESSOR'S Elevated Water Storage Tank, or interfere with equipment previously installed on or in the leased Premises by LESSOR. The operation of the tower shall not interfere with existing or future SCADA system radio and cell phone frequencies. LESEE will install its own electric meter supplied by an underground service line from an existing utility pole. A key for access to the site will be issued through the Angola Police Department on an as needed basis, with a sign out sheet available at the APD.

7. INSURANCE and INDEMNIFICATION. LESSEE shall maintain, at LESSEE's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, replacement of the sign structure(s), equipment and other property placed on the Premises by LESSEE and all other occurrences arising out of LESSEE's use of the Premises. Such insurance shall name LESSOR as an additional insured/loss payee and shall be in an amount not less than \$1,000,000 and shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to LESSOR. LESSEE shall provide proof of such insurance no less frequently than annually. LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Premises. Such indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of the Premises. The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

8. PERMITS: Lessee is required to apply for any applicable variance or special exception if any and for all required building permits, including sign permits, none of which are presupposed by this agreement.

LESSEE: STAR Educational Media Network, Inc.

By: _____
Melissa Montana

DATED: November____, 2025

LESSOR: CITY OF ANGOLA

By _____
David B. Martin, Mayor

DATED: November____, 2025.