

**AGENDA OF THE  
BOARD OF PUBLIC WORKS AND SAFETY  
City of Angola, Indiana**

**Monday, January 7, 2019 – 6:00 p.m.**

**CALL TO ORDER BY CHAIR HICKMAN**

1. Member roll call by Clerk-Treasurer Twitchell.

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

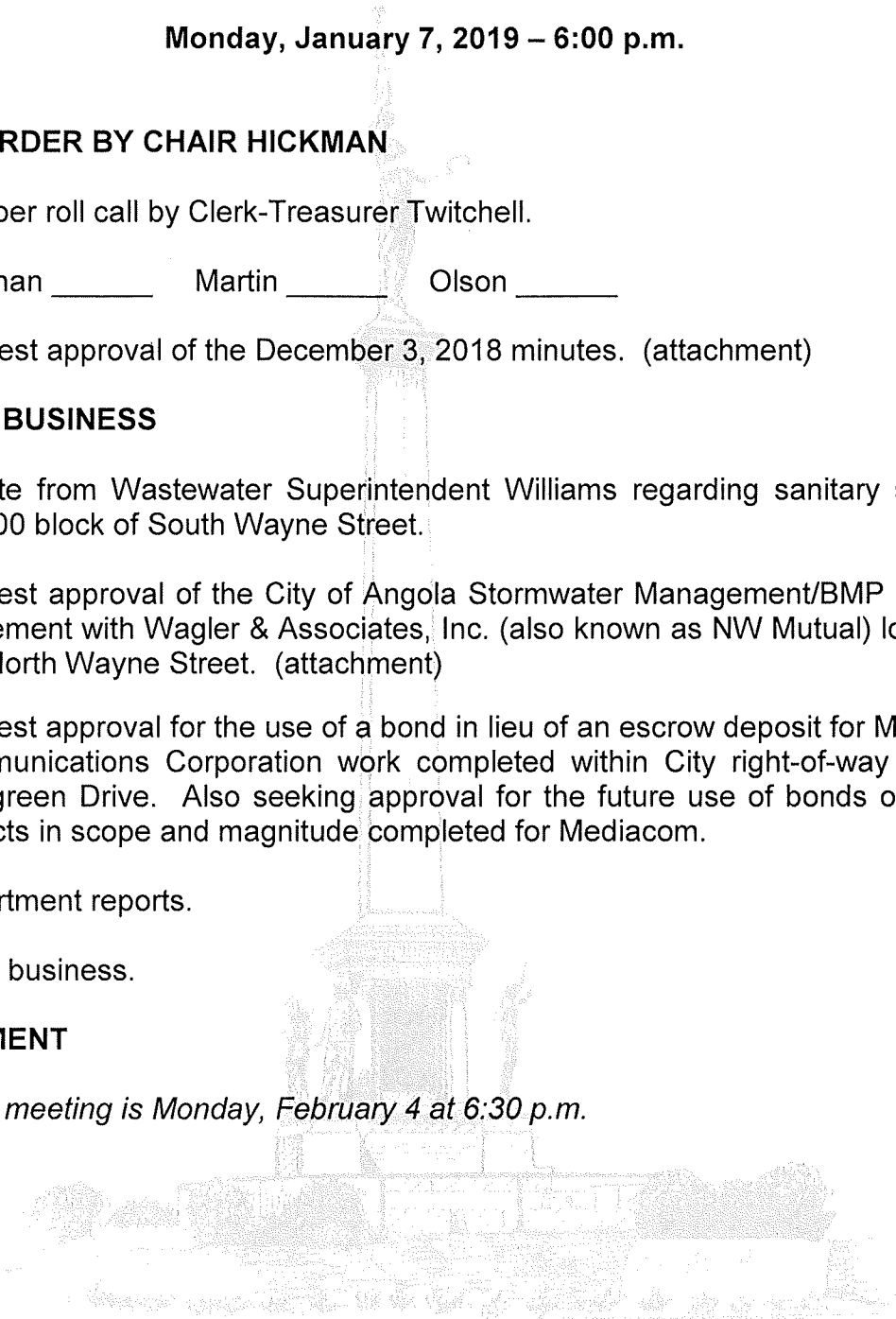
2. Request approval of the December 3, 2018 minutes. (attachment)

**ORDER OF BUSINESS**

1. Update from Wastewater Superintendent Williams regarding sanitary sewer in the 700 block of South Wayne Street.
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Wagler & Associates, Inc. (also known as NW Mutual) located at 417 North Wayne Street. (attachment)
3. Request approval for the use of a bond in lieu of an escrow deposit for Mediacom Communications Corporation work completed within City right-of-way at 3400 Kellygreen Drive. Also seeking approval for the future use of bonds on similar projects in scope and magnitude completed for Mediacom.
4. Department reports.
5. Other business.

**ADJOURNMENT**

*The next meeting is Monday, February 4 at 6:30 p.m.*



**DECEMBER 3, 2018**

The Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:32 p.m. at City Hall, 210 North Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No Member was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, City Engineer Amanda Cope, MS4/Engineering Assistant Kris Thomas, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Deputy Clerk Tammy Onofrietti, Councilmember Joe Hysong, and Street Commissioner Doug Anderson.

Also present was Colin Meadowcroft of WLKI, Robert Hocker, and Flynn Catey.

#### APPROVAL OF MINUTES

Member Olson moved to approve the November 5, 2018 minutes. Member Martin seconded the motion. Motion carried 3-0.

#### ORDER OF BUSINESS

The Board was presented with a request to approve the City of Angola Stormwater Management/BMP Facilities Agreement with Speedway, LLC. MS4/Engineering Assistant Thomas said this type of agreement is standard protocol. Member Olson moved to approve. Member Martin seconded the motion. Motion carried 3-0. (3075 West Maumee Street)

Wastewater Superintendent Williams updated Council regarding sanity sewer in the 700 block of South Wayne Street. Wastewater Superintendent Williams presented six options to the Board and asked for direction. Much discussion followed. Any solution involves 701 South Wayne Street. The Board directed Wastewater Superintendent Williams to contact the property owner after which time, notify the Board so a meeting can be scheduled as soon as possible.

#### CLERK-TREASURER AND DEPARTMENT HEAD REPORTS

Water Superintendent Selman reported the Variable Frequency Drive project at the Mill Street Plant is going well and should be complete in two weeks. The Water Utility should receive a nice rebate check from NIPSCO once the project is complete.

City Engineer Cope said East Maumee Street is scheduled to open on Wednesday.

12/3/2018, Page 2

There being no further business, the meeting was considered adjourned at 7:02 p.m.

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Richard M. Hickman, Chair

Attest:

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Debra A. Twitchell, Clerk-Treasurer

DRAFT

**CITY OF ANGOLA  
STORMWATER MANAGEMENT/ BMP FACILITIES AGREEMENT**

THIS AGREEMENT, made and entered into this 7th day of January, 20 19, by  
And between (Insert Full Name of Owner) Menno D Wagler  
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,  
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the Menno D. Wagler is the owner of certain real property located  
at 417 North Wayne Street, described as Parcel Number 760626240103010012 / 760626240000012  
(Steuben County Tax Map Parcel), and as recorded by Document No. 1304-0727  
in the land 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 Wagler & Associates Inc, 417 North Wayne Street  
and shown on plans dated Rev. 11/27/2018 and prepared by Tom Green Engineering  
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 Owner, its successors and assigns, including any homeowners  
association, agree that the health, safety, and welfare of the residents within the jurisdictional area of  
the City of Angola, require that on-site stormwater management/BMP facilities be constructed and  
maintained on the Property; and

WHEREAS, the Board requires that on-site stormwater management/BMP facilities as shown on  
the Plan be constructed and adequately maintained by the Owner, its successors and assigns,  
including any homeowners 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:

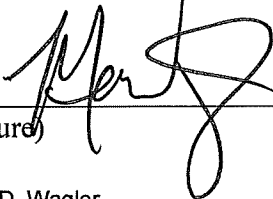
1. The on-site stormwater management/BMP facilities shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications identified in or on the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain all 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.

WITNESS the following signatures and seals:

Wagler Family Rev Living Trust Menno D & Ada Wagler Trustees Under The Provisions Of A Trust Agreement Dtd 04-25-13 W/Le Menno D & Ada Wagler

Company/Corporation/Partnership Name (Seal)

By:   
 (Signature)

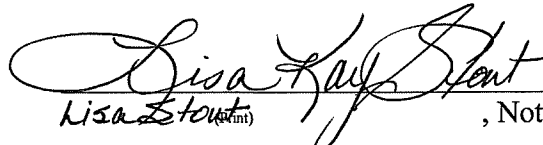
Menno D. Wagler  
 (Type Name)

Owner  
 (Type Title)

STATE OF Indiana )  
 ) SS:  
 COUNTY OF Steuben )

Before me, the undersigned Notary Public in and for the County of Steuben, State of Indiana, this 3rd day of December, 2018, appeared Menno D. Wagler, who then and there acknowledged the execution of the foregoing agreement.

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

  
Lisa Stout (Print), Notary Public  
 Resident of Steuben County, Indiana

My Commission Expires: 01/25/2025

Board of Public Works and Safety of the City of Angola

By: \_\_\_\_\_  
Richard M. Hickman, Member

\_\_\_\_\_  
David Martin, Member

\_\_\_\_\_  
Dave Olson, Member

Attest: \_\_\_\_\_  
Debra A. Twitchell  
Clerk-Treasurer

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF STEUBEN    )

Before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared the members of the Board of Public Works and Safety of the City of Angola and Attested to by its Clerk-Treasurer, and they then and there acknowledged the execution of the above and foregoing Agreement.

WITNESS, my hand and seal of my office.

\_\_\_\_\_  
(Print) \_\_\_\_\_, Notary Public

Resident of Steuben County, Indiana

My Commission Expires: \_\_\_\_\_

*"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 \_\_\_\_\_."*  
(Print)

Prepared by: City of Angola