

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

Monday, October 7, 2019 – 6:30 p.m.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Twitchell.

Hickman _____ Martin _____ Olson _____

2. Request approval of the September 3, 2019 minutes. (attachment)

ORDER OF BUSINESS

1. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Greg Mohr, President/CEO of MidWest America FCU for property located at 1409 North Wayne Street. (attachment)
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with UTG Property Holdings LLC for property located at 401 Growth Parkway. (attachment)
3. Update from Wastewater Superintendent Craig Williams regarding Timber Creek subdivision flooding.
4. Department reports.
5. Other business.

ADJOURNMENT

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



SEPTEMBER 3, 2019

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. 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, Street Commissioner Doug Anderson, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Deputy Clerk Tammy Onofrietti, Economic Development and Planning Director Vivian Likes, Human Resources Administrator Sue Essman, Park Superintendent Matt Hanna, and MS4 Coordinator Kris Thomas.

Also present were Ashlee Hoos of *The Herald-Republican*, Colin Meadowcroft of WLKI, Flynn Catey, Sheryl Copeland, Joe Hysong, and Jim Hornbacher.

APPROVAL OF MINUTES

Member Olson moved to approve the July 15, 2019 minutes. Member Martin seconded the motion. Motion carried 3-0.

ORDER OF BUSINESS

Sheryl Copeland of 118 Chaudoin Drive presented the Board with information regarding flooding on lots 9, 10, and 11 of Timber Creek subdivision. MS4 Coordinator Thomas said the private tile needed maintenance. Discussion followed. Wastewater Superintendent Williams recalled the issue being discussed by the Board in 2011. At that time the Wastewater Department spent three hours trying to jet the line. Efforts were abandoned after a broken tile was found. City Attorney Shoup said it was determined at that time that the pipe was a private matter. City Engineer Cope said water is flowing, the 18" pipe is working, it just hasn't been maintained. Discussion followed. The Board instructed Wastewater Superintendent Williams to try to jet it once again. Member Olson expressed concern of getting involved in a private matter but was not averse to sending Williams to see what could be done. Williams was told to use discretion on debris removal. No further action was taken by the Board.

The Board then heard from Jim Hornbacher regarding drainage at Fairhaven Development Corporation on East Redding Road. Hornbacher said they are ready to build two more storage units on the property. Hornbacher stated the City has a drainage concern and would like clarification. City Engineer Cope explained the drainage tile is constructed to a private residential property and expressed concern about flooding the back yard of 825 Fairhaven Court before the tile continues to the City owned wetland. Discussion followed. Cope recommended Hornbacher do grading modifications to the swale to better control the

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release of water from the storage units to the wetlands. Hornbacher agreed and would contact Cope regarding the drainage plan. A discussion regarding the surface of the parking lot then commenced. Economic Development and Planning Director Likes suggested Hornbacher contact her about the parking lot. No action was taken by the Board.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:07 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer

CITY OF ANGOLA
STORMWATER MANAGEMENT/ BMP FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 7 th day of October, 2019, by
And between (Insert Full Name of Owner) Greg Mohr, President / CEO of MidWest America FCU
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the Greg Mohr is the owner of certain real property located
at 1409 N. Wayne Street, described as Parcel Number 76-06-23-240-111.000-012
(Steuben County Tax Map Parcel), and as recorded by Document No. 19060046
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 MidWest America FCU New Branch
and shown on plans dated 07/15/2019 and prepared by Engineering Resources, 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 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.

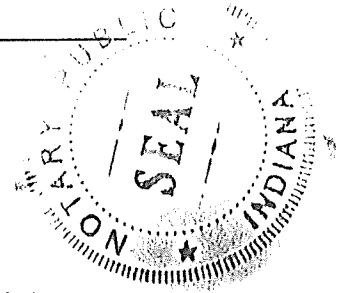
8. This Agreement imposes no liability of any kind whatsoever on the Board and the Owner agrees to hold the Board harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Steuben County, Indiana, 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:

MidWest America Federal Credit Union
 Company/Corporation/Partnership Name (Seal)

By: [Signature]
 (Signature)
Gregory E Mohr
 (Type Name)
Pres/CEO
 (Type Title)

STATE OF Indiana)
) SS:
 COUNTY OF Allen)



Before me, the undersigned Notary Public in and for the County of Whitley, State of Indiana, this 10 day of September, 2019, appeared Gregory E. Mohr, 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.

Pamela Anne Smith
 Pamela (Prim) Anne Smith, Notary Public
 Resident of Whitley County, Indiana

My Commission Expires: 01-21-2021

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 Kim E. Shoup."

Prepared by: Kim E. Shoup, Angola City Attorney

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

THIS AGREEMENT, made and entered into this 7th day of October, 20 19, by
And between (Insert Full Name of Owner) UTG Property Holdings LLC
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the UTG Property Holdings LLC is the owner of certain real property located
at 401 Growth Parkway, described as Parcel Number 76-06-14-000-024.080-012
(Steuben County Tax Map Parcel), and as recorded by Document No. 1610-0236
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 Baril Coatings USA
and shown on plans dated 8/28/19 and prepared by P. A. Troyer, 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 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

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 _____ Kim E. Shoup _____."

Prepared by: Kim E. Shoup, Angola City Attorney