

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

**Monday, November 4, 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 October 7 minutes. (attachment)

**ORDER OF BUSINESS**

1. Consideration and action on radio tower lease on City property at 430 West 300 North. (attachment)
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with The Pullman Company for property located at 1503 Weatherhead Street. (Tenneco) (attachment)
3. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Yoder Fuller Properties, LLC for property located at 830 East Maumee Street. (attachment)
4. Department reports.
5. Other business.

**ADJOURNMENT**

*The next meeting is Monday, December 2 at 6:30 p.m.*

**OCTOBER 7, 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, AP Clerk Ryan Herbert, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, and Park Superintendent Matt Hanna.

Also present were Ashlee Hoos of *The Herald-Republican*, Colin Meadowcroft of WLKI, Michael Cunningham, Robert Morehouse, Calvin Rizzo, Alex Duran, John Gonya, Paul Beckwith, Mike McClelland, LaFranz Hemphill, and Logan Gonya.

#### APPROVAL OF MINUTES

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

#### ORDER OF BUSINESS

The Board considered 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. Member Olson moved to approve. Member Martin seconded the motion. The motion carried 3-0.

The Board then considered the City of Angola Stormwater Management/BMP Facilities Agreement with UTG Property Holdings LLC for property located at 401 Growth Parkway. Member Olson moved to approve. Member Martin seconded the motion. The motion carried 3-0. (Baril Coatings USA)

Wastewater Superintendent Williams gave an update regarding the flooding on lots 9, 10, and 11 of Timber Creek subdivision discussed at the September 3, 2019 Board meeting. The department cleaned and inspected the tile for three hours. The noted broken tile at the last meeting was repaired. Debris filled the inlet which was removed and is now open. The property owners were advised. No action was taken by the Board.

#### DEPARTMENT REPORTS

Chief of Police Hamblen announced the retirement of Sergeant Mike Lesiak on October 5 after 32 years of service. Lesiak is now working for Parkview Health.

10/7/2019, Page 2

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:34 p.m.

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Richard M. Hickman, Chair

Attest:

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Debra A. Twitchell, Clerk-Treasurer

# CITY OF ANGOLA

Department of Law  
Office of City Attorney  
210 North Public Square  
Angola, Indiana 46703

Kim E. Shoup  
City Attorney  
kimshoup@mchsi.com

Tele 260-665-6213  
Fax 260-665-6213  
Cell 260-316-4551

September 5, 2019

Honorable Richard M. Hickman  
Mayor, City of Angola  
Office of the Mayor  
210 N. Public Square  
Angola, IN 46703

Dear Mayor Hickman:

In re: WEAX Radio Tower Lease

In 2007 the City as Lessor and Trine University (then Tri-State University) as Lessee entered a Lease Agreement for Trine to erect, maintain, and use a radio tower on City Property at 430 W CR 300 N. No payments were required.

The Lease is indefinite but can be terminated by either party upon written notice. Upon termination the Lease requires Trine to remove its tower and equipment. The Lease is clear that under no circumstances shall the City of Angola incur any costs or expenses.

Dr. Earl D. Brooks, II, President of Trine University has advised the City that it intends to sell the WEAX radio station to a "Christian broadcasting station" and further that said Christian broadcasting station would like to negotiate terms to continue use of the tower.

You have asked my legal opinion on what Dr. Brooks, II has suggested.

Trine University is an educational institution and as such is accorded certain flexibility and leeway in the law in regard to interactions with a municipality. Religious entities (who meet certain requirements) are also accorded this flexibility, however, a municipality's interactions with a religious entity is governed by the First Amendment.

The First Amendment to the Constitution of the United States of America contains what is commonly known as the "Establishment Clause". It provides that Congress shall make no law regarding an establishment of religion and thereby creates the separation of church and state and a key aspect of our constitutional democracy.

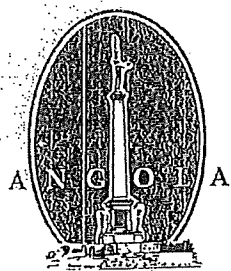
The First Amendment was made applicable to the states (not just Congress) by the Fourteenth Amendment. As a political subdivision Angola is, for these purposes, the state. "Establishment" has been interpreted by the Supreme Court to be almost any favorable or preferential treatment of a religion.

It would not be illegal or unconstitutional per se for Angola to rent space to a Christian entity, but because the City cannot show preferential treatment to one religion, the City would be exposed to a strong argument that the City must then provide antenna or tower space to other religions (or even atheists).

From a public policy perspective, it would be problematic for the City to justify use of public land for the promulgation of a single religious viewpoint. From a legal perspective the City would risk a challenge (i.e. a federal lawsuit by ACLU or others) based on a violation of the Establishment Clause.

Very truly yours,

Kim E. Shoup  
City Attorney



## CITY OF ANGOLA Office of the Water Superintendent

210 North Public Square  
Angola, Indiana 46703-1960

TX 260-665-9363  
FX 260-665-9164  
Email [dolis@angolain.org](mailto:dolis@angolain.org)

March 28, 2007

RE: Relocation of WEAX Tower to City Property @ 430 W CR300 N

Joshua Hornbacher  
WEAX Operations Manager  
Tri-State University

Josh,

After review of the project during the site meeting March 27, 2007 with you and the Mayor, it was determined that the project has my approval with the following conditions:

- 1.) Approval by the Mayor or the Board of Works and or the City Council in a written agreement between Tri-State University and the City of Angola.
- 2.) Request copy of the FAA Aeronautical Study (Re: Indiana Regulation of Tall Structures).
- 3.) Tower limited for TSU use only; with any future additional equipment proposed to be approved by the City of Angola before installation.
- 4.) WEAX equipment not to interfere with the existing City SCADA system radio and cell phone frequencies.
- 5.) TSU will have its own electric meter installed on the 6X6 structure supplied by an underground service line from the utility pole. This is on NIPSCO service.
- 6.) A key for access to the site will be issued through the City Police Department on an as needed basis. The Police Department dispatcher has a Sign-Out and Sign-In sheet for this key.
- 7.) The City will incur no cost or interference to host any of TSU's WEAX radio building or equipment.

The radio we have on site is a MSD 2 watt spread spectrum radio with a frequency of 461.11250 MHz, Radio Station License KHHIT358. Also there is a fixed wireless terminal (Telular Phonecell) connected into a cellular network for our alarm communications.

Sincerely,

Daniel Olis  
Water Superintendent

## RADIO TOWER LEASE

This Agreement is made this 9<sup>th</sup> day of May, 2007, by and between City of Angola, Indiana a Municipal Corporation (hereinafter called "LESSOR") and Tri-State University, (hereinafter called "LESSEE").

1. PREMISES. LESSOR does hereby lease and demise to LESSEE space for placement of a radio tower and a small building to house equipment related thereto 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 indefinite 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 its 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.

3. RENTAL. No rental payment is required.

4. USE. The Property is leased for the sole purpose of construction, operation and maintenance of a radio tower and a small building to house associated equipment.

5. CONSTRUCTION AND OPERATION. All construction shall be performed by LESSEE or LESSEE's agents, at LESSEE's sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules and regulations, and further subject to the approval of LESSOR. Construction, 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. LESSEE 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 signout sheet available at the APD.

6. 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.

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

LESSEE: TRI STATE UNIVERSITY

By: Earl D. Brooks II

Dr. Earl D. Brooks, II, President

LESSOR: CITY OF ANGOLA

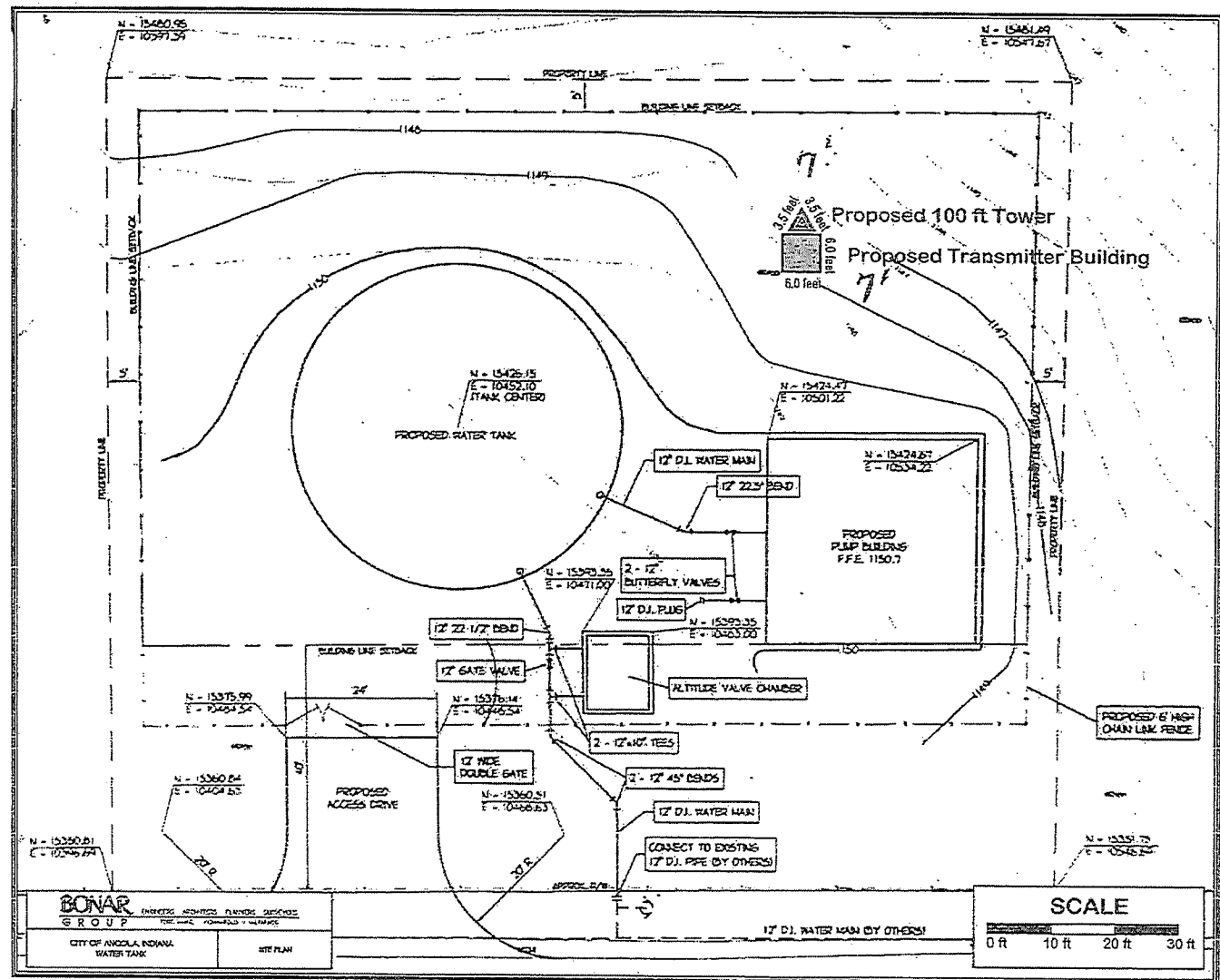
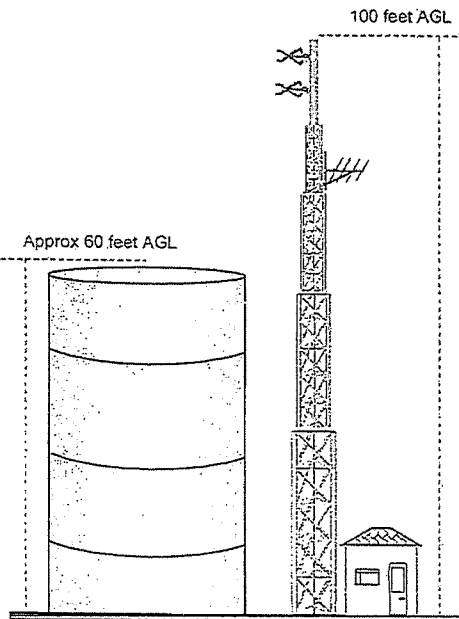
By: Richard H. Hickman

Richard H. Hickman, Mayor

Prepared by Kim E. Shoup, Angola, City Attorney

## Proposed Tower Site WEAX(FM) - 88.3 MHz

The proposed tower construction will be consistent with a 100 ft AGL (Above Ground Level) free standing tower. At ground level, each face of the three sided tower will be no more than 3.5 feet across, tapering down to steel pole at the peak level. The tower will house radio station WEAX(FM), 88.3 MHz, Angola, IN, licensed to Tri-State University. In addition to the tower construction, a 6 foot x 6 foot or equivalent transmitter building will be located at the base of the tower.

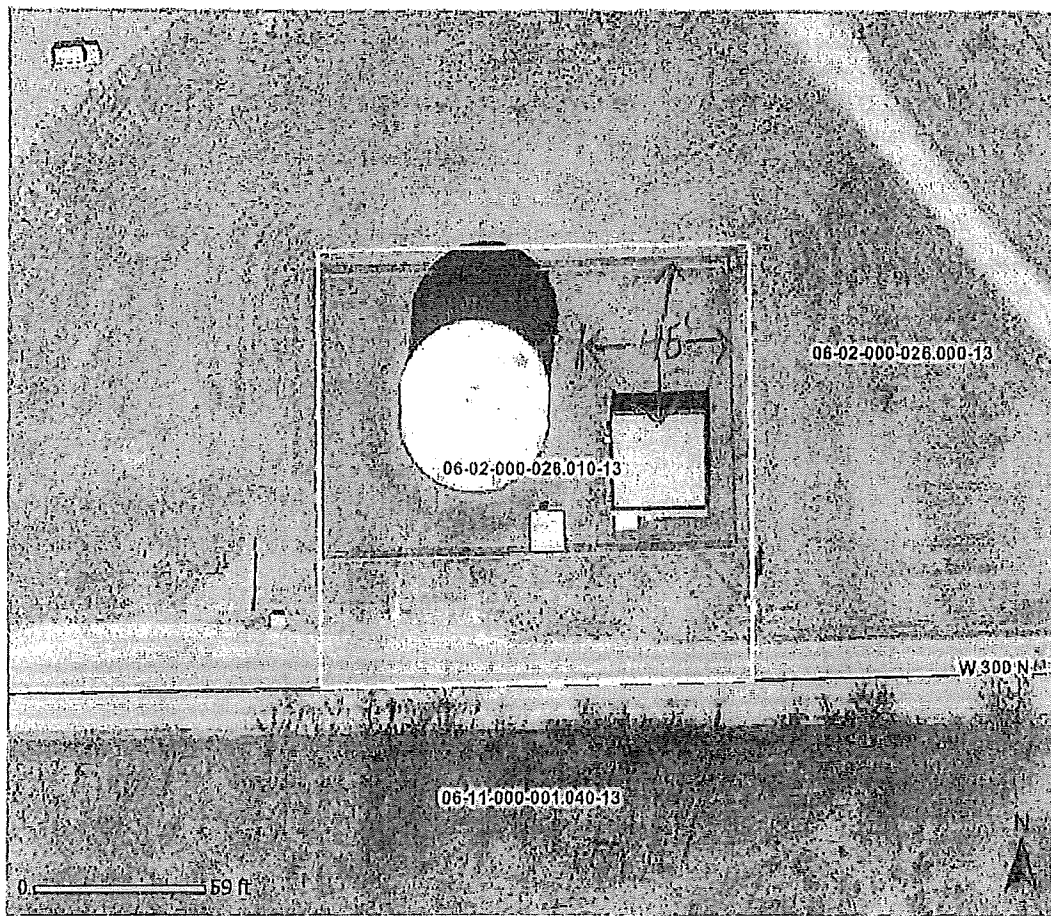


Tower & Bldg located in  
NE corner of fenced in  
area



Date Created: 12/15/2008












Map Scale: 1 in = 59 ft



Overview



Legend

-  Polling Places
-  Parcels
-  Subdivisions
-  Sections
-  Lakes
-  Centerlines
-  Other
-  State US
-  Interstate
-  Political Townships
-  Corporate Limits

**Parcel ID** 760602000026010011

**Sec/Twp/Rng** 2-37-13

**Property Address** US 27 & 300 N

**Alternate ID** 06-02-000-026.010-13

**Class** Exempt Municipality

**Acreage** 0.52

**Owner Name** City Of Angola

**Owner Address** City Of Angola  
210 N Public Square  
Angola, IN 46703

**District** PLEASANT TWP

**Brief Tax Description** 013-07284-01 SW 1/4 SE1/4 SEC 2 .516AC  
(Note: Not to be used on legal documents)

Last Data Upload: 12/13/2008 5:46:01 AM

The information on this page was collected from several sources. Steuben County assumes no legal responsibility for the information contained on this map. Users noting errors or omissions are encouraged to contact the Steuben County GIS Department. See full disclaimer for more information.



Schneider

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

THIS AGREEMENT, made and entered into this 4th day of November, 20 19, by

And between (Insert Full Name of Owner) The Pullman Company  
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,  
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the The Pullman Company is the owner of certain real property located  
at 503 Weatherhead Street, described as Parcel Number 76-06-23-330-102.000-012  
(Steuben County Tax Map Parcel), and as recorded by Document No. 183-587  
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 Tenneco Automotive (Imperial Clevite)  
and shown on plans dated 9/6/19 and prepared by Spark Counterman  
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:

The Pullman Company  
Company/Corporation/Partnership Name

By: Jeff W Perkins  
(Signature)

JEFF W PERKINS  
(Type Name)

PLANT Manager  
(Type Title)

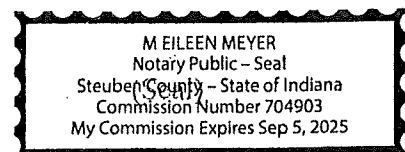
STATE OF Indiana )  
COUNTY OF Steuben ) SS:

Before me, the undersigned Notary Public in and for the County of Steuben, State of Indiana, this 8<sup>th</sup> day of October, 20 19, personally appeared Jeff W. Perkins, who then and there acknowledged the execution of the foregoing agreement.  
(Name)

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

M. Eileen Meyer  
(Signature), Notary Public

M. Eileen Meyer  
(Print Name if not in Notary Seal)



Resident of Steuben County, IN  
(State)

My Commission Expires: 9.5.2025

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.

\_\_\_\_\_  
(Signature) \_\_\_\_\_, 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 4th day of November, 20 19 by  
And between (Insert Full Name of Owner) Yoder Fuller Properties, LLC (William Yoder & Walter G. Fuller)  
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,  
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the Yoder Fuller Properties, LLC is the owner of certain real property located  
at 830 E. Maumee St., described as Parcel Number 760625000033000012  
760625000034000012  
(Steuben County Tax Map Parcel), and as recorded by Document No. 1306-0444  
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 Yoder Fuller Ford  
and shown on plans dated 10-04-19 and prepared by MLS Engineering, LLC  
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:

Yoder Fuller Properties, LLC

Company/Corporation/Partnership Name

By: [Signature]  
(Signature)

Walter Fuller

(Type Name)

Owner

(Type Title)

STATE OF INDIANA )  
COUNTY OF DEKALB ) SS:

Before me, the undersigned Notary Public in and for the County of DEKALB, State of INDIANA, this 23<sup>rd</sup> day of OCTOBER, 20 19, personally appeared Walter G. Fuller, 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.

[Signature]  
(Signature)

, Notary Public

Kristie R. Conrad

(Print Name if not in Notary Seal)



Resident of DEKALB County, Indiana  
(State)

My Commission Expires: 12/18/24



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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, 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