

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

Monday, January 6, 2020 – 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 November 4, 2019 minutes. (attachment)

ORDER OF BUSINESS

1. Request approval of the Grant of Easement with Oren G. Skinner and Joyce A. Skinner regarding 3314 Kellygreen Drive. (attachment)
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Steuben County Council on Aging, Inc. for property located at 1905 Wohler Street. (attachment)
3. Request Board reappoint Wastewater Superintendent Craig Williams to the Angola Plan Commission for a four year term ending December 31, 2023.
4. Department reports.
5. Other business.

ADJOURNMENT

The next meeting is Monday, February 3 at 6:30 p.m.

NOVEMBER 4, 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 and David A. Olson answered roll call. Councilmember David B. Martin was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Present were Chief of Police Stu Hamblen, City Engineer Amanda Cope, City Attorney Kim Shoup, Deputy Clerk Tammy Onofrietti, Wastewater Superintendent Craig Williams, and Water Superintendent Tom Selman.

Also present were Ashlee Hoos of *The Herald-Republican*, Colin Meadowcroft of WLKI, Flynn Catey, Jerry McDermid, Melissa Montana, and Greg Case.

APPROVAL OF MINUTES

Member Olson moved to approve the October 7, 2019 minutes. Member Hickman seconded the motion. Motion carried 2-0.

ORDER OF BUSINESS

The Board considered a radio tower lease on City property at 430 West 300 North. The location is the site of a Water Utility water tower. City Attorney Shoup explained that in 2007 Trine University erected a radio tower on city property and a lease agreement was made with the City of Angola. Trine is no longer in need of that radio tower and the agreement would be null and void. The lease would not extend to anyone. Melissa Montana, CEO and President of STAR Educational Media Network (FM 88.3), said they had entered into an agreement with Trine University to purchase their radio frequency and tower and would like the opportunity of offering hope and outreach to the community by using a Christian broadcast outlet. Shoup said the first amendment to the United States constitution reads "Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof". Shoup therefore would recommend the City not enter into a lease agreement with STAR. Much discussion ensued. Greg Case, contracted engineer for STAR, asked if it would be possible to purchase the land where the tower is located. Discussion continued. City Attorney Shoup, Mayor Hickman, and Member Olson agreed to look at the possibility of STAR purchasing the property. Mayor Hickman asked Montana and Case to contact the Mayor's office for further discussion. The Board took no action.

Member Olson moved to approve the City of Angola Stormwater Management/BMP Facilities Agreement with the Pullman Company for property located at 1503 Weatherhead Street. Member Hickman seconded the motion, which carried 2-0. (Tenneco)

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Member Olson then moved to approve the City of Angola Stormwater Management/BMP Facilities Agreement with the Yoder Fuller Properties, LLC for property located at 830 East Maumee Street. Member Hickman seconded the motion, which carried 2-0.

DEPARTMENT REPORTS

Water Superintendent Selman reported last Friday a transfer switch was installed during a scheduled power outage. The install went well. Clear Lake Electric did the project.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:54 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer

GRANT OF EASEMENT
(DOCUMENT REFERENCE: I-05070494)

THIS INDENTURE WITNESSETH that the City of Angola Indiana, a municipal corporation, for valuable consideration, the receipt and sufficiency which is hereby acknowledged does hereby

GRANT unto Oren G. Skinner and Joyce A. Skinner and their successors an easement for ingress and egress over the following described real estate in Steuben County in the State of Indiana, to-wit:

A part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana, described as follows:

Beginning at the western most corner of Lot numbered Twenty-Three (23) in the recorded plat of the replat of Glendarin Hills Section One (1) as recorded in instrument number I- 05070494 in the office of the recorder of Steuben County, Indiana; Thence North 37 degrees 58 minutes 07 seconds West 14.08 feet along the westerly boundary line of said Plat; Thence South 52 degrees 01 minutes 53 seconds West 50.00 feet along said westerly boundary line; Thence South 29 degrees 39 minutes 08 seconds West 16.75 feet along said westerly boundary line; Thence South 73 degrees 25 minutes 31 seconds East 145.16 feet to the southern most corner of said Lot numbered Twenty-Three (23); Thence along the southern line of said Lot numbered Twenty-Three (23) 68.20 feet along a 125 foot radius arc to the right, said arc subtended by a chord bearing and distance of North 53 degrees 30 minutes 35" West 67.36 feet; Thence North 38 degrees 48 minutes 44 seconds West 45.65 feet along said southern line of Lot numbered Twenty-Three (23) back to the true point of beginning, containing 0.08 acre more or less.

This easement description is part of the dedicated roadway in said recorded plat of the replat of Glendarin Hills Section One (1).

Approved by the Angola Board of Public Works and Safety on January 6, 2020.

Dated: January 6, 2020

By: _____
Richard M. Hickman, Mayor
City of Angola, Indiana

Attest: _____
Debra A. Twitchell, Clerk-Treasurer
City of Angola, Indiana

State of Indiana)
) SS:
County of Steuben)

Before me, the undersigned Notary Public in and for the County of Steuben, State of Indiana, this 6th day of January appeared **Richard M. Hickman** and **Debra A. Twitchell** who then and there acknowledged the execution of the foregoing **GRANT OF EASEMENT** on behalf of the City of Angola, Indiana.

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

Tammy Onofrietti, Notary Public
Resident of Steuben County

My Commission expires: _____

This instrument prepared by and 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 Shoup

Kim E. Shoup, Attorney at Law
Angola City Attorney
Attorney No. 1520-76
112 South Wayne St.
Angola, IN. 46703

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

THIS AGREEMENT, made and entered into this 6th day of January, 2020, by
And between (Insert Full Name of Owner) Steuben County Council on Aging, Inc.
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the Steuben Co Council on Aging is the owner of certain real property located
at 1905 Wobler St Angola, described as Parcel Number 76-06-14-000-026.000-012
(Steuben County Tax Map Parcel), and as recorded by Document No. 09090656
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 Steuben County Council on Aging
and shown on plans dated 12/5/2019 and prepared by Tom Green
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:

Steuben County Council on Aging, Inc.
Company/Corporation/Partnership Name

By: Denise Kneais
(Signature)

Denise Kneais
(Type Name)

Executive Director
(Type Title)

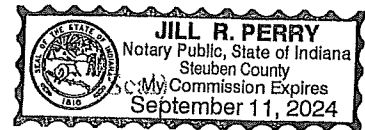
STATE OF Indiana)
) SS:
COUNTY OF Steuben)

Before me, the undersigned Notary Public in and for the County of Steuben, State of Indiana, this 6th day of December, 20 19, personally appeared Denise Kneais, 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.

Jill R. Perry
(Signature), Notary Public

Jill R. Perry
(Print Name if not in Notary Seal)



Resident of Steuben County, Indiana
(State)

My Commission Expires: Sept. 11, 2024

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