

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

**Monday, March 2, 2020 – 6:45 p.m.**

**CALL TO ORDER BY CHAIR HICKMAN**

1. Member roll call by Clerk-Treasurer Twitchell.

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

2. Request approval of the January 6 minutes. (attachment)

**ORDER OF BUSINESS**

1. Request approval of the Memorandum of Understanding between the City of Angola and Steuben County regarding floodplain administration design. (attachment)
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Enterprise Pointe, LP/Steuben County Economic Development Corporation located at 903 and 905 South Wayne Street. (attachment)
3. Department reports.
4. Other business.

**ADJOURNMENT**

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

**JANUARY 6, 2020**

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, Deputy AP Clerk Ryan Herbert, City Engineer Amanda Cope, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Fire Lieutenant Erich Kaiser, Fire Captain Jason Meek, Firefighter Hillary Cope, Firefighter Paul J. Thiel, Fire Captain Pete Decker IV, PT Firefighter Michael Heastan, PT Firefighter Lee Greenamy, Fire Captain Bill Harter, Human Resources Administrator Sue Essman, Park Superintendent Matt Hanna, and Street Commissioner Doug Anderson.

Also present were Ashlee Hoos of *The Herald-Republican* and Colin Meadowcroft of WLKI.

#### APPROVAL OF MINUTES

Member Olson moved to approve the November 4, 2019 minutes. Member Olson seconded the motion. The motion carried 3-0.

#### ORDER OF BUSINESS

The Board considered the Grant of Easement with Oren G. Skinner and Joyce A. Skinner regarding 3314 Kellygreen Drive. Member Martin moved to approve. Member Olson seconded the motion. The motion carried 3-0.

Upon motion by Member Martin, seconded by Member Olson, and carried 3-0, the City of Angola Stormwater Management/BMP Facilities Agreement with Steuben County Council on Aging, Inc. for property located at 1905 Wohlert Street was approved. (attachment)

Member Martin moved to appoint Wastewater Superintendent Craig Williams to the Angola Plan Commission for a term ending December 31, 2023. Member Olson seconded the motion. The motion carried 3-0.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:32 p.m.

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Richard M. Hickman, Chair

Attest:

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Debra A. Twitchell, Clerk-Treasurer

DRAFT

**MEMORANDUM OF UNDERSTANDING**  
**Between the City of Angola and Steuben County**  
**Regarding Floodplain Administrator Designation**

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of March 2020, by and between the City of Angola, Indiana, hereinafter referred to as the "CITY" and Steuben County, hereinafter referred to as "COUNTY",

WITNESSETH, THAT

The Indiana Legislature has in IC 36-7-4 and 14-28-4 granted the power to local government units to control land use within their jurisdictions. Based on this, both the CITY and COUNTY have developed and adopted ordinances covering Floodplain Management.

NOW, THEREFORE, in consideration of all of the above, the CITY and COUNTY hereby agree as follows:

The CITY Floodplain Administrator shall be the designated administrator for all parcels located within the city corporate boundary. All parcels within the designated area shall follow CITY ordinances regarding floodplain administration. This designation matches the identified Floodplain Administrator in the Indiana Floodplain Information Portal developed by the Indiana Department of Natural Resources.

The COUNTY Floodplain Administrator shall be the designated administrator for all parcels located within the designated Extra-Territorial Jurisdictional area. All parcels within the designated area shall follow COUNTY ordinances regarding floodplain administration. This designation matches the identified Floodplain Administrator in the Indiana Floodplain Information Portal developed by the Indiana Department of Natural Resources.

This MEMORANDUM OF UNDERSTANDING (MOU) shall be binding upon both parties from the date of execution. The MOU may be altered upon the agreement of both parties.

IN WITNESS WHEREOF, the parties have this \_\_\_ day of March, 2020, executed this Agreement.

City of Angola by: \_\_\_\_\_  
Richard M. Hickman, Mayor

Steuben County by:  \_\_\_\_\_  
Plan Commission President

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

THIS AGREEMENT, made and entered into this 2nd day of March, 2020, by  
And between (Insert Full Name of Owner) Enterprise Pointe, LP  
hereinafter called the "Owner", and the City of Angola Board of Public Works and Safety,  
hereinafter called the "Board",

WITNESSETH, that:

WHEREAS, the Steuben County Economic Development Corporation is the owner of certain real property located  
at 903 & 905 S. Wayne Street, described as Parcel Number Part of 76-06-35-120-409.000-012  
(Steuben County Tax Map Parcel), and as recorded by Document No. 15050614  
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 Enterprise Pointe  
and shown on plans dated February 10, 2020 and prepared by MLS 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:

Enterprise Pointe, LP, By: Enterprise Pointe GP, LLC, its General Partner

Company/Corporation/Partnership Name

By: Community Action of Northeast Indiana, Inc. dba Brightpoint , its sole member

By: \_\_\_\_\_

(Signature)

Stephen T. Hoffman

(Type Name)

President & CEO

(Type Title)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned Notary Public in and for the County of ALLEN, State of INDIANA, this \_\_\_\_\_ day of February, 20 20, personally appeared Stephen T. Hoffman, who then and there acknowledged the execution of the

(Name)

foregoing agreement.

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

\_\_\_\_\_  
(Signature) , Notary Public

(Seal)

\_\_\_\_\_  
(Print Name if not in Notary Seal)

Resident of \_\_\_\_\_ County, \_\_\_\_\_  
(State)

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

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