

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

**Monday, August 3, 2020 – 6:30 p.m.
Angola Training Center
306 West Mill Street, Suite 1B**

To attend this meeting, a mask is required. Social distancing seating is limited.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Twitchell.

Hickman _____ Martin _____ Olson _____

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

ORDER OF BUSINESS

1. Greg Baird, 800 Butler Street, regarding subdividing property and connecting driveway to the end of Thomas Drive. (attachment)
2. Request appointment of Christopher Greuter to the Angola Fire Department as a probationary firefighter.
3. Request approval of easement for Northern Indiana Public Service Company LLC to install guy wire on City property at Commons Park. (attachment)
4. Department head reports.
5. Other business.

NEXT MEETING

The next meeting is Tuesday, September 8.

ADJOURNMENT

JULY 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 1:30 p.m. at the Angola Training Center, 306 West Mill Street 1B. 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.

Among those present were Assistant Chief of Police Ken Whitmire, City Attorney Kim Shoup, Building Commissioner Scott Lehman, Fire Chief TR Hagerty, Economic Development and Planning Director Vivian Likes, Street Commissioner Doug Anderson, City Engineer Amanda Cope, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, and Systems Administrator Nathan Armstrong.

Also, among those present was Ashlee Hoos of *The Herald Republican*.

APPROVAL OF MINUTES

Member Olson moved to approve the June 1, 2020 minutes. Member Martin seconded the motion. On call of the vote, the motion carried 3-0.

ORDER OF BUSINESS

Tabled from the June 1 meeting, the Board was asked to consider drainage concerns at 507 Fox Lake Road. Property owner Mark Heifner was not present. Member Martin having consulted with City Attorney Shoup stated the matter is a neighborhood issue and a civil matter. Heifner needs to seek a remedy on his own. Discussion regarding homeowner's associations and the City enforcing the organization of such associations when approving subdivisions was had. No action was taken by the Board.

The Board considered a request by Jim Mutton, M & P LLP, to waive the construction performance surety when phasing the Eastland Crossings subdivision located along State Road 827. Mutton addressed the Board and requested that a bond not be required on the second and third phases of the project with the understanding a bond would be required for the first phase. Discussion followed. City Engineer Cope shared a long term concern is if the second and third phases are not completed then the looping of the water main would not be completed. More discussion followed. City Attorney Shoup recommended the City enter a written agreement with Mutton that he will not sell lots in subsequent phases or the residue of property without construction of the water main extension along State Road 827. Mutton agreed. More discussion ensued. Member Martin moved to enter into an agreement with M & P LLP that complies with City ordinances. Member Hickman seconded the motion. Discussion followed. The motion carried 3-0. (Angola Municipal Code 18.156.310(3))

The Board then considered the Request to Accept Infrastructure by JICI Construction, Inc. for the area of Terrace Buck Lake located along West US Highway 20. Representing JICI, Ken Wilson read a statement and then respectfully requested the City accept the infrastructure. Prolonged discussion followed. City Attorney Shoup made the point that the City has no obligation to accept any infrastructure and that private development is subject to laws of the State of Indiana and the City. City Attorney Shoup then advised not accepting anything that the City has not set forth clearly in an ordinance. More discussion followed. Wilson agreed to provide tickets for the street work patching and placement of asphalt surface. Water Superintendent Selman explained the water main is too deep to fix if repairs are needed. More discussion ensued. Member Hickman stated he wants the water main and hydrant issues resolved. A financial partnership was suggested. Member Martin suggested getting some numbers on paper and memorialized to get the acceptance resolved. Wilson stated he wants the project completed properly and quickly. Wilson was then directed to use Mayor Hickman as the point of contact for the City. No other infrastructure concerns were discussed. No action was taken by the Board.

A request to approve the Stormwater Management/BMP Facilities Agreement with Three Rivers Federal Credit Union for property located at 2998 Boyer Way was considered by the Board. Member Martin moved to approve. Member Olson seconded the motion. Discussion followed. The motion carried 3-0.

A request to approve the Stormwater Management/BMP Facilities Agreement with JK Property Investments, LLC for property located at 400 North Terrace Boulevard was considered by the Board. Member Martin moved to approve. Member Hickman seconded the motion. Discussion followed. The motion carried 3-0.

A request to approve the Stormwater Management/BMP Facilities Agreement with New Cingular Wireless PCS, LLC, commonly known as AT&T Wireless for property located at 101 Woodhull Drive was considered by the Board. Member Martin moved to approve. Member Olson seconded the motion. Discussion followed. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 2:29 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company LLC
Attn: Survey & Land
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by City of Angola dated April 9, 1980 and recorded in the Office of the Recorder for Steuben County, Indiana, in Deed Record 181 Page 618 as Document No. 2413.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 45133

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **City of Angola by and through its Board of Public Works and Safety**, whose address is 210 N. Public Square, Angola, Indiana 46703 ("Grantor") in favor of Northern Indiana Public Service Company LLC, an Indiana limited liability company, with its principal place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 ("Grantee").

WITNESSETH

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor's property located in Steuben County, Indiana (the "Premises"):

1. construct, erect, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon towers and poles and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon wires, cables, conductors, guy wires and other necessary equipment upon and between such towers and poles, and to also install, construct, maintain, operate, repair, replace, renew and remove underground ducts and conduits, underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, pads for transformers, with transformers located thereon, markers and test terminals (collectively, the "NIPSCO Facilities");

2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;

3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands;
5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit B attached hereto and incorporated herein.

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, paved or gravel roads or paved or gravel passageways or trails on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement. Grantor will not change the depth of cover or conduct grading operations within the Easement Area. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this ____ day of _____, 20____.

CITY OF ANGOLA

By: The Board of Public Works and Safety, by:

(sign)_____

Name: Richard M. Hickman

Title: Presiding Officer and Mayor

EXECUTED AND DELIVERED in my presence:

[Witness's Signature]_____

[Witness's Printed Name]_____

STATE OF INDIANA)
) ss:
COUNTY OF STEUBEN)

BE IT REMEMBERED that on this ____ day of _____, 20____, before me, a Notary Public in and for said county and state aforesaid, personally appeared Richard M. Hickman Presiding Officer of the Angola Board of Public Works and Safety and Mayor of the CITY OF ANGOLA and acknowledged the execution of the foregoing instrument on behalf of the CITY OF ANGOLA as the voluntary act and deed of the CITY OF ANGOLA, for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

My Commission Expires _____ A Resident of Steuben County, Indiana
My Notary Commission Number is: _____

Print Name _____

Sign _____ (SEAL)
Notary Public

STATE OF INDIANA)
) ss:
COUNTY OF STEUBEN)

BE IT REMEMBERED that on this ____ day of _____, 20____, before me, a
Notary Public in and for said county and state aforesaid, personally appeared _____ as
Witness to the signature of Richard M. Hickman above, and acknowledged the execution of the foregoing
instrument as Witness.

WITNESS my hand and notarial seal the day and year first above written.

My Commission Expires _____ A Resident of Steuben County, Indiana
My Notary Commission Number is: _____

Print Name _____

Sign _____ (SEAL)
Notary Public

This instrument prepared by: André Wright. "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." André
Wright

EXHIBIT "A"

Easement Description

A strip of land of the Southeast Quarter of Section 26, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, said strip of land being 10 feet wide lying 5 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

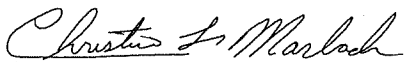
Commencing at an iron pipe marking the Northeast corner of Lot 21 as the said Lot is known and designated in the Plat of Maumee Park in Plat Book 2 Page 57 in the Office of the Recorder of Steuben County, Indiana; thence North 88°21'44" East along the South line of US 20 (Maumee Street) a distance of 174.55' to a rebar marking the intersection of the South right-of-way line of US 20 (Maumee Street) and the West line of land conveyed to the City of Angola in Deed Record 181 page 618 in the Office of the Recorder of Steuben County, Indiana; thence continuing North 88°21'44" East along the South right-of-way line of said US 20 (Maumee Street) a distance of 263.08 feet to the point of beginning of this description; thence South 1°28'53" East a distance of 12.70 feet to the point of terminus of this description.

Containing 0.003 of an acre, more or less.

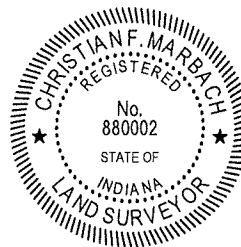
Parcel ID: 76-06-26-410-101.000-012

Surveyor's Statement

The purpose of this document is to create an easement crossing a portion of land deeded to the City of Angola in Deed Record 181 page 618 in the Office of the Recorder of Steuben County, Indiana. Horizontal data shown on the document is based on a positional solution derived from GPS observations using the INDOT CORS Network.



Christian F. Marbach, PS#80880002



File Name: Z:\2020\0167-2020.dwg 01/167-2020.dwg

Last Saved: Tuesday, June 09, 2020 8:06 AM

Printed: Wednesday, June 10, 2020 1:22 PM

City of Angola
Easement Parcel Plat
for NIPSCO
Part of the SE 1/4 of Sec. 26
T37N, R13E, Pleasant Township,
Steuben County, Indiana

AUTOCAD FILE: 0167-2020.dwg


Marbach
Marbach, Brady & Weaver, Inc.
Engineering & Surveying Since 1918

3220 Southview Drive
Elkhart, Indiana 46514
(574) 266-1010
Fax: (574) 262-3040
info@marbach.us
www.marbach.us

JOB NUMBER
0167-2020

SCALE:
NONE

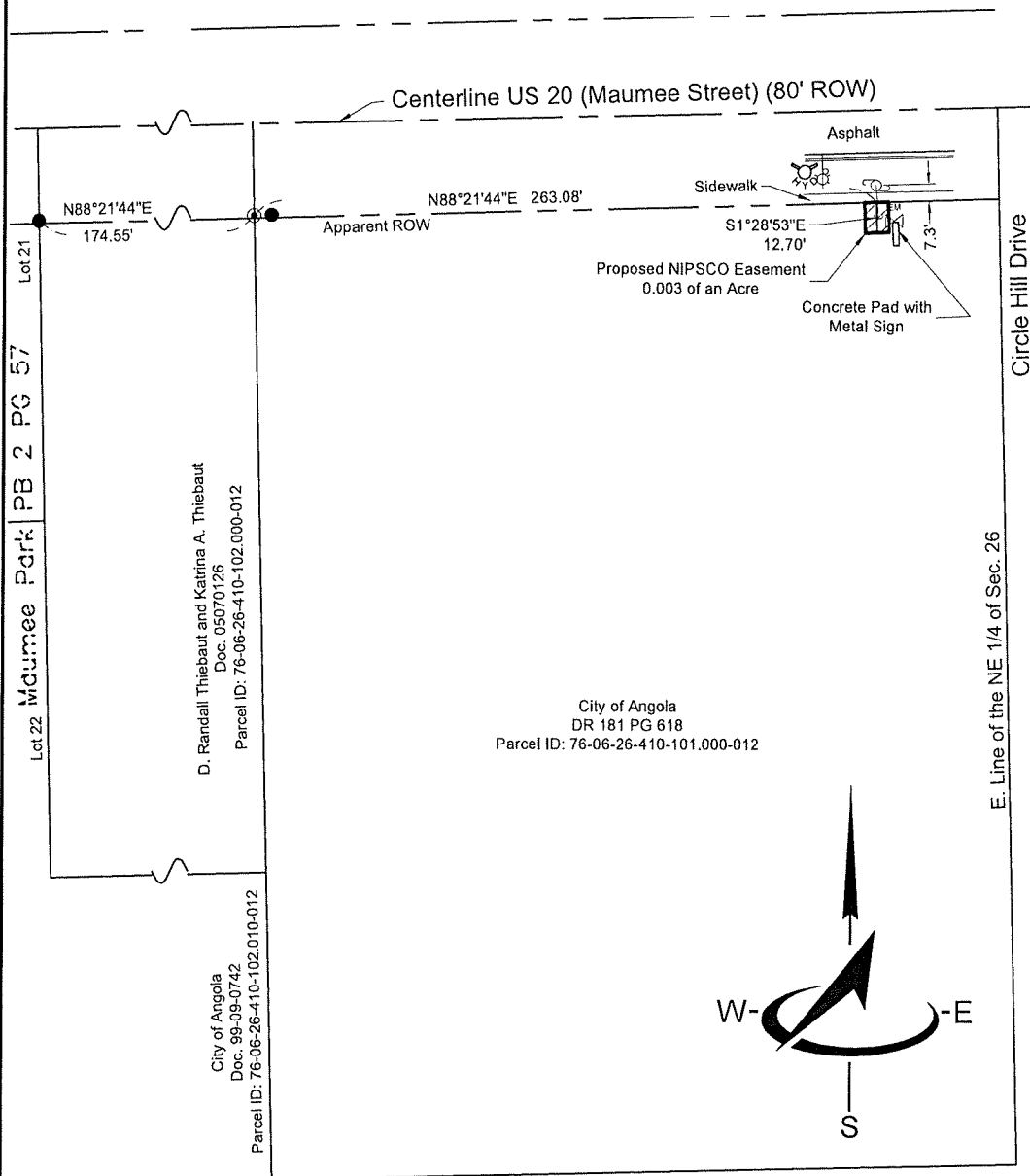
DRAWN BY
LRR

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SHEET 1 OF 2

DRAWING NO.
L-44596

EXHIBIT "B"



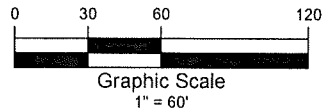
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Last Saved: Wednesday, June 10, 2020 1:34 PM

Printed: Wednesday, June 10, 2020 2:35 PM

UTILITY SYMBOLS	
	UTILITY POLE
	GUY ANCHOR
	LIGHT POLE
	ELECTRIC METER
	FIRE HYDRANT

MONUMENT SYMBOLS	
	IRON PIPE FOUND
	REBAR FOUND
OTHER SYMBOLS	
	SIGN



City of Angola Easement Parcel Plat for NIPSCO Part of the SE 1/4 of Sec. 26 T37N, R13E, Pleasant Township, Steuben County, Indiana		 Marbach Marbach, Brady & Weaver, Inc. Engineering & Surveying Since 1918		3220 Southview Drive Elkhart, Indiana 46514 (574) 266-1010 Fax: (574) 262-3040 info@marbach.us www.marbach.us	
AUTOCAD FILE: 0167-2020.dwg					
JOB NUMBER 0167-2020	SCALE: 1"=60'	DRAWN BY LRR	© 2020 Marbach, Brady & Weaver, Inc.		SHEET 1 OF 2
					DRAWING NO. L-44596