

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

**Tuesday, September 8, 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 August 3 minutes. (attachment)

ORDER OF BUSINESS

1. Consideration and action on request from Greg Baird, 800 Butler Street, regarding subdividing property and connecting driveway to the end of Thomas Drive tabled from August 3 meeting. (attachment)
2. Request approval of the Agreement with M & P, LLP regarding performance surety (bond), real estate conveyance, infrastructure construction, and other matters for property located along State Road 827/Williams Street. (attachment)
3. Department head reports.
4. Other business.

NEXT MEETING

The next meeting is Monday, October 5.

ADJOURNMENT

AUGUST 3, 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 6:31 p.m. at the Angola Training Center, 306 West Mill Street 1B. Members Richard M. Hickman and David A. Olson answered roll call. Member David B. Martin was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Among those present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, Assistant Fire Chief William Harter, Fire Captain Pete Decker, Firefighter Kevin Mory, Firefighter Paul Theil, Firefighter Terry Dowell, Economic Development and Planning Director Vivian Likes, Street Commissioner Doug Anderson, City Engineer Amanda Cope, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Human Resources Administrator Sue Essman, and Deputy Clerk Ryan Herbert.

Also, among those present were Ashlee Hoos of *The Herald Republican* and Colin Meadowcroft of WLKI.

APPROVAL OF MINUTES

Member Olson moved to approve the July 6, 2020 minutes. Member Hickman seconded the motion. On call of the vote, the motion carried 2-0.

ORDER OF BUSINESS

The Board was asked to consider a request by Greg Baird at 800 Butler Street to connect his property via driveway to Thomas Drive. City Engineer Cope explained that Mr. Baird plans to subdivide his land, build a new home on what would become an empty lot to the rear of the property, and sell the home at 800 Butler Street. Baird would like to place the driveway access to the new home at what is currently the dead end of Thomas Drive which currently ends 50' before arriving at Mr. Baird's property. Engineer Cope explained that the options would be for the City to extend Thomas Drive the additional 50' or grant Mr. Baird an easement 12' through the right-of-way to build his driveway to what is currently the end of Thomas Drive. Cope then stated that Street Commissioner Anderson expressed concerns with extending the street related to drainage, soil conditions, and snowplowing. Cope's recommendation was to grant Mr. Baird the easement. Economic Development and Planning Director Likes reported that Mr. Baird still needed to appear before the Pan Commission about subdividing the property. Board Member Olson expressed concerns with the property being further subdivided in the future to add more homes. Mr. Baird explained that his intent was to build a home for himself on the property and not divide further. Board Member Olson expressed concerns about extending the street because of snow removal and construction traffic. Discussion followed regarding construction access and quality of driveway to be installed. City Engineer Cope reiterated her recommendation to grant easement rather than extend the street. Discussion followed regarding legality of

an easement. City Attorney Shoup said he would have to investigate the legality of granting easement through the right-of-way. Member Olson moved to table the matter while legality of an easement is investigated. Member Hickman seconded the motion. On call of the vote, the motion carried 2-0.

The Board was then asked to accept the appointment of Christopher Greuter to the position of Probationary Firefighter to the Angola Fire Department. Human Resources Administrator Essman reported that the hiring process for Mr. Greuter started in May. He had passed his CPAT, aptitude, and physical and mental testing and had been accepted into the '77 pension fund. Member Olson moved to accept the appointment of Christopher Greuter to the position of Probationary Firefighter. Member Hickman seconded the motion. On call of the vote, the motion carried 2-0.

Member Olson then moved to accept the request for easement from Northern Indiana Public Service Company, LLC to install a guy wire on City property at Commons Park. Member Hickman seconded the motion. On call of the vote, the motion carried 2-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:52 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer



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THOMAS DR

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STEVEN LEE DR

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BUTLER ST

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ETTINGE

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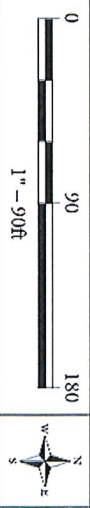
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AGREEMENT

This Agreement is by and between The Board of Public Works and Safety of the City of Angola (hereinafter called the BOW) and M&P, LLP (hereinafter called M&P).

WHEREAS, M&P owns the following described real estate in Steuben County, Indiana:

Part of the Southwest Quarter of Section 13, Township 37 North, Range 13 East, Steuben County, Indiana, described as follows:

Commencing at a ½ " rebar held as the Southeast corner of the Southwest Quarter of said Section 13; thence South 89 degrees 18 minutes 15 seconds West (gcodetic bearings based on Indian State Plane East), on the South line of the Southeast Quarter of said Southwest Quarter, 768.69 feet to a 5/8" rebar capped "GOU" at the Point of Beginning; thence continuing South 89 degrees 18 minutes 15 seconds West, on said South line, 566.51 feet to a 1/2" rebar at the Northeast corner of The Fountains, Phase III, according to the plat thereof, recorded in Plat Book "B", page 441 as found in the Office of the Recorder of Steuben County, Indiana; thence South 89 degrees 09 minutes 24 seconds West, on the North line of said The Fountains, Phase III, a distance of 902.62 feet to a point on the center-line of State Road #827; thence North 33 degrees 41 minutes 53 seconds East, along said center line, 1,288.18 feet; thence continuing along said center-line, North 31 degrees 59 minutes 39 seconds East, 327.86 feet; thence North 00 degrees 27 minutes 00 seconds West, on the West line of an 88.13-acre parcel described in Deed Record 16, page 498, a distance of 1,062.22 feet to a 5/8" rebar capped "GOU" located 255.50 feet South 00 degrees 27 minutes 00 seconds East, of a 1/2" rebar held as the Northwest corner of the Northeast Quarter of said Southwest Quarter; thence South 64 degrees 27 minutes 32 seconds East, 614.96 feet to a point on the center-line of said State Road #827; thence North 35 degrees 55 minutes 17 seconds East, on said center-line, 6.50 feet to a point located 658.34 feet South 36 degrees 21 minutes 44 seconds West of said center-lines's intersection with the North line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 52 minutes 27 seconds East, on a Northerly line of the aforementioned 88.13-acre parcel, 777.66 feet to a Northeasterly corner thereof; thence South 00 degrees 34 minutes 24 seconds East, on the East line of said Southwest Quarter, 1,469.02 feet to the Northwest corner of an 8.137-acre parcel described in Document 11080495; thence South 89 degrees 12 minutes 12 seconds West, on the North line of said 8.137 acre parcel and its Westerly extension, 768.78 feet to a 5/8" rebar capped "GOU"; thence South 00 degrees 34 minute 52 seconds East, 650.63 feet to the Point of Beginning, containing 69.132 acres, more or less, and subject to easements and rights-of-way of record.

EXCEPT THE FOLLOWING:

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

Commencing at a ½ inch rebar found at the South Quarter Corner of said Section 13; THENCE South 90°00'00" West (Record and Base Bearing) along the South Line of Section 13 a distance of 1235.13 feet; THENCE departing said South line of Section 13 North 00°00'00" East a distance of 1491.57 feet to a mag nail set at the TRUE POINT OF BEGINNING of this description, also being a point on the existing centerline of State Road #827; THENCE North 33°06'22" East a distance of 174.28 feet along said existing centerline to a Mag nail set; THENCE departing said existing centerline South 69°09'31" East a distance of 278.01 feet to a 5/8 inch rebar with a "David" I.D. cap set; THENCE South 38°59'39" East a distance of 174.69 feet to a 5/8 inch rebar with a "David" I.D. cap set; THENCE South 16°44'23" West a distance of 92.66 feet to a 5/8 inch rebar with a "David" I.D. cap set; THENCE North 73°15'37" West a distance of 74.93 feet to a 5/8" rebar with a "David" I.D. cap set; THENCE North 66°57'45" West a distance of 398.26 feet back to the point of beginning, containing 1.694 acres more or less, subject to all legal highways, rights-of-way and easements of record.

(Note: bearings around this exception are a different bearing basis than the described parcel's legal description's bearing basis)

Containing after said exception: 67.438 acres.

WHEREAS, M&P desires to subdivide the above described land as a residential subdivision to be known as Eastland Crossings; and

WHEREAS, The subdivision will be completed in phases with **Phase One** described as follows:

Part of the Southwest Quarter of Section 13, Township 37 North, Range 13 East, Steuben County, Indiana, described as follows:

Commencing at a ½ " rebar held as the Southeast corner of the Southwest Quarter of said Section 13; thence South 89 degrees 18 minutes 15 seconds West (geodetic bearings based on Indian State Plane East), on the South line of the Southeast Quarter of said Southwest Quarter, 768.69 feet to a 5/8" rebar capped "GOU" at the Point of Beginning; thence continuing South 89 degrees 18 minutes 15 seconds West, on said South line, 566.51 feet to a 1/2" rebar at the Northeast corner of The Fountains, Phase III, according to the plat thereof, recorded in Plat Book "B", page 441 as found in the Office of the Recorder of Steuben County, Indiana; thence South 89 degrees 09 minutes 24 seconds West, on the North line of said The Fountains, Phase III, a distance of 902.62 feet to a point on the center-line of State Road #827; thence North 33 degrees 41 minutes 53 seconds East, along said center line, 1,288.18 feet; thence continuing along said center-line, North 31 degrees 59 minutes 39 seconds East, 327.86 feet; thence continuing along said center-line, North 31 degrees 25 minutes 55 seconds East, 181.54 feet to the Southwesterly corner of a 1.694-acre parcel described in Document #12080367; thence South 67 degrees 42 minutes 17 seconds East, on the Southerly line of said 1.694-acre parcel, 398.26 feet; thence continuing along said Southerly line, South 74 degrees 00 minutes 09 seconds East, 74.93 feet to the Southeasterly corner of said 1.694-acre parcel; thence South 46 degrees 12 minutes 23 seconds East, 66.94 feet; thence South 36 degrees 36 minutes 50 seconds West, 54.74 feet; thence South 72 degrees 31 minutes 04 seconds West, 220.73 feet; thence North 82 degrees 04 minutes 15 seconds West, 54.07 feet; thence South 17 degrees 56 minutes 51 seconds West, 183.42 feet to a point on a non-tangent curve to the right, having a radius of 360.00 feet and a chord of 44.70 feet bearing North 68 degrees 29 minutes 36 seconds West; thence Northwesterly, on said curve, an arc length of 44.73 feet; thence South 25 degrees 03 minutes 58 seconds West, 129.64 feet; thence South 81 degrees 44 minutes 49 seconds East, 103.37 feet; thence South 78 degrees 03 minutes 49 seconds East, 85.00 feet; thence South 82 degrees 42 minutes 22 seconds East, 76.12 feet; thence South 07 degrees 11 minutes 59 seconds West, 190.00 feet to a point on a non-tangent curve to the right, having a radius of 530.00 feet and a chord of 8.58 feet bearing North 82 degrees 20 minutes 12 seconds West; thence Northwesterly, on said curve, an arc length of 8.58 feet; thence South 08 degrees 07 minutes 38 seconds West, 182.98 feet; thence South 44 degrees 39 minutes 39 seconds West, 21.30 feet; thence South 00 degrees 34 minutes 52 seconds East, 149.45 feet; thence South 46 degrees 58 minutes 37 seconds East, 345.25 feet; thence South 00 degrees 34 minutes 52 seconds East, 90.00 feet to the Point of Beginning, containing 25.977 acres, more or less, and subject to easements and rights-of-way of record.

WHEREAS, M&P does not want to provide a performance surety (bond) for all phases of the project; and

WHEREAS, the Angola Code of Ordinances requires that either all phases of a subdivision be bonded with performance bond (Angola Code of Ordinances 18.156.310); or that the BOW and the developer enter an agreement that only the first phase be bonded with the owner/developer agreeing that he, it or they will maintain ownership of all real estate in the subsequent phases and will not sell, transfer, convey, or commit to sell, transfer, or convey any real estate in the subsequent phases that have not been approved for commencement (secondary approval) as per Angola Code of Ordinances 18.156.310 (A)(3)(b), together with additional representations set out in said code section; and

WHEREAS, M&P does not want to be restricted from selling the undeveloped portions of the subdivision, and the BOW wants to adhere to the spirit and intent of the Angola Code of Ordinances;

It is, therefore, AGREED that:

M&P will provide a performance surety bond in an amount acceptable to the BOW, insuring that M&P will install all infrastructure for Phase One of Eastland Crossings, as represented and in conformity with specifications set forth in the Angola Code of Ordinances. When installed or built to the approval of the BOW, and the Plan Commission Phase One will receive Secondary Approval and lots in Phase One may be sold.

M&P agrees that it may sell, transfer, convey, or commit to sell, transfer, or convey any real estate described in this Agreement other than that described as Phase One, HOWEVER no portion of the property not included in Phase One may be split or subdivided without secondary approval.

M&P agrees that part of the infrastructure that must be constructed at the developer's or owner's expense and installed to the BOW's satisfaction before secondary approval of a phase subsequent to Phase One, or in the event any improvement is made requiring water availability to portions of the property not within Phase One, is a water main along State Road 827 which water main shall extend to the furthest north property line in the above real estate.

M&P will support and not interfere with the vacation of plat, vacation of right-of-way, and or reversion of approval granted to them for any phases of the development not yet authorized in the event that they default on any authorized phase of the project requiring the BOW to claim the surety for its completion and that once a default has occurred the BOW or the Plan Commission may vacate the plat, vacate the right-of way, and or revert any approval granted to M&P for phases left undeveloped in order to protect the City of Angola from having to pay for improvements to any phases that were left without a performance surety.

In the future, when M&P desires to develop the real estate described in this Agreement – other than Phase One - a performance bond in an amount acceptable to the BOW, will be delivered to the BOW and construction of the infrastructure can commence on a subsequent phase. When installed or built as represented and in conformity with specifications set forth in the Angola Code of Ordinances to the approval of the BOW, and the Plan Commission, including the extension of the water main referred to herein, a subsequent phase will receive Secondary Approval and lots in the subsequent phase may be sold.

This Agreement between the BOW and M&P does not guarantee or give assurances in regard to any action that the Angola Plan Commission may take in regard to all or part of this proposed subdivision.

This agreement shall run with the land and is binding on grantees, transferees, heirs, beneficiaries, or anyone else who acquires a legal interest in any of the property described herein excepting lienholders. This agreement shall be recorded.

DATED: _____

Angola Board of Public Works and Safety, by

Richard M. Hickman, Mayor and Presiding Member

ATTESTATION AS TO MAYOR HICKMAN'S SIGNATURE:

Debra A. Twitchell, Clerk-Treasurer

DATED: _____

M&P, LLP, by

James Mutton, Managing Partner

STATE OF INDIANA)
) ss:
COUNTY OF _____)

Before me a Notary Public in and for said county and state on the _____ day of _____, 2020
appeared James Mutton as Managing Partner of M&P, LLP, and being first placed upon his oath did sign the
foregoing Commitment.

My commission expires: _____
My Notary Commission is: _____
Resident of _____ County, Indiana.

(print) _____
(sign) _____ Notary Public

EXECUTED AND DELIVERED in my presence:

[Witness's Signature] _____

[Witness's Printed Name] _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared (Witness's
Name) _____ being known to me to be the person whose name is subscribed
as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing
instrument was executed and delivered by M&P, LLP in the above-named subscribing witness's presence,
and that the above-named subscribing witness is not a party of the transaction described in the foregoing
instrument and will not receive any interest in or proceeds from the property that is the subject of the
transaction.

Witness my hand and notarial seal this _____ day of _____, 2020.

My commission expires: _____

My Notary Commission is: _____

Resident of _____ County, Indiana.

(print) _____

(sign) _____ Notary Public

STATE OF INDIANA)
) ss:
COUNTY OF STEUBEN)

Before me a Notary Public in and for said county and state on the _____ day of _____, 2020 appeared Richard M. Hickman and Debra A. Twitchell, and being first placed upon his oath did sign the foregoing Commitment.

My commission expires: _____

My Notary Commission is: _____

Resident of _____ County, Indiana.

(print) _____

(sign) _____ Notary Public

EXECUTED AND DELIVERED in my presence:

[Witness's Signature] _____

[Witness's Printed Name] _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared (Witness's Name) _____ being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Richard M. Hickman and Debra A. Twitchell in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party of the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and notarial seal this _____ day of _____, 2020.

My commission expires: _____

My Notary Commission is: _____

Resident of _____ County, Indiana.

(print) _____

(sign) _____ Notary Public

This Instrument prepared by Kim E. Shoup, Angola City Attorney, 112 South Wayne Street, Angola, IN 46703 for and on behalf of the City of Angola, and I certify and affirm that I have redacted all Social Security numbers if any required by law to be in said instrument. Kim E. Shoup