

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

**Monday, October 5, 2020 – 6:45 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 September 8 minutes. (attachment)

ORDER OF BUSINESS

1. Request approval of the Stormwater Management/BMP Facilities Agreement with DRA Properties, LLC for real property located at 3095 North Wayne Street. (Glen Eden Cell Site) (attachment)
2. Request approval of the Stormwater Management/BMP Facilities Agreement with M & P LLP for real property located along State Road 827. (Eastland Crossings Subdivision) (attachment)
3. Department head reports.
4. Other business.

NEXT MEETING

The next meeting is Monday, November 2.

ADJOURNMENT

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.

SEPTEMBER 8, 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 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 Chief of Police Stu Hamblen, City Attorney Kim Shoup, Street Commissioner Doug Anderson, City Engineer Amanda Cope, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Building Commissioner Scott Lehman, and Deputy Clerk Ryan Herbert.

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

APPROVAL OF MINUTES

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

ORDER OF BUSINESS

The Board was asked to consider and act on the tabled request by Greg Baird at 800 Butler Street to connect his property via driveway to Thomas Drive. The matter was tabled from the August 3 meeting while legality of granting an easement was investigated. City Attorney Shoup reported that it has been discovered that Mr. Baird's current property was already part of a subdivision which effects what Mr. Baird is requesting. City Attorney Shoup recommended that the Board take no action. Member Martin moved to table the matter. Member Olson seconded the motion. The motion to table carried 3-0.

Mayor Hickman reported that the City had been contacted around 5:00 p.m. today about changes Mr. Mutton wants to make to 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. City Engineer Cope recommended that the matter be tabled until she and City Attorney Shoup have a chance to review. Member Martin moved to table the matter. Member Olson seconded the motion. The motion to table carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:35 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer

DRAFT

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

THIS AGREEMENT, made and entered into this 5 day of Oct, 2020 by and between DRA Properties, LLC, hereinafter called "Owner", and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, DRA Properties, LLC is the Owner of certain real property located at 3095 N. Wayne St., described as Steuben County Parcel Number 760611000030000012, and as recorded by Document No. 1712-0715 in the land of 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 Glen Eden Cell Site and shown on plans dated 10/2/19 and prepared by Mission 1 Communications 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 Owners, its successors and assigns, including any homeowner's association, agree that the health, safety, and welfare of the residents within the jurisdictional area of the City of Angola, require that onsite stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the Board requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowner's 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.

DR A Properties, LLC
Owner
By: [Signature]
Signature
Douglas K. Dolan
Printed Name
Authorized Member
Printed Title

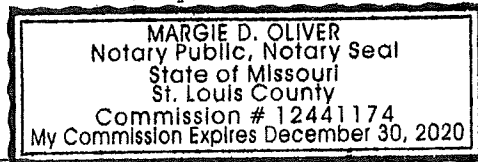
STATE OF Missouri)
COUNTY OF St. Louis) SS:

Before me, a Notary Public in and for said County and State, this 28th day of August, 2020, personally appeared Douglas K. Dolan who then and there signed and acknowledged the foregoing instrument.

[Signature] [Notary Public's Signature]

MARGIE D. OLIVER [Notary Public's Printed Name]

My commission number: 12441174
My commission expires: 12/30/2020
Resident of St. Louis County, Missouri



EXECUTED AND DELIVERED in my presence:

Melissa Olsen [Witness's Signature]

Melissa Olsen [Witness's Printed Name]

STATE OF Missouri)
COUNTY OF St. Louis) SS:

Before me, a Notary Public in and for said County and State, personally appeared Melissa Olsen [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 Melissa Olson [other Signer's Name] 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 28th day of August 2020.

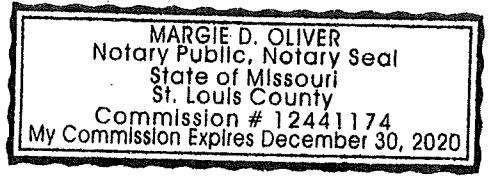
Margie D. Oliver [Notary Public's Signature]

MARGIE D. OLIVER [Notary Public's Printed Name]

My commission number: 12441174

My commission expires: 12/30/2020

Resident of St. Louis County, Missouri.



City of Angola, Indiana
Board of Public Works and Safety

Richard M. Hickman, Chair

David B. Martin, Member

David A. Olson, Member

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, this _____ day of _____
_____, 2020, personally appeared Richard M. Hickman, David B. Martin, and David A. Olson who
then and there signed and acknowledged the foregoing instrument.

Notary Public

EXECUTED AND DELIVERED in my presence:

_____ [Witness's Signature]

_____ [Witness's Printed Name]

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

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, David B. Martin,
and David A. Olson 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.

Notary Public

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

THIS AGREEMENT, made and entered into this 5 day of Oct, 2020 by and between M&P LLP, hereinafter called "Owner", and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, M&P LLP is the Owner of certain real property located at STATE Rd 827, 1530A10, described as Steuben County Parcel Number 76.06-13-000.027-000-011 as recorded by Document No. 18030362 in the land of 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 EAST LAMO CROSSINGS and shown on plans dated 8-17-2020 and prepared by Kevin McDermit Rev. 8-25-2020 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 Owners, its successors and assigns, including any homeowner's association, agree that the health, safety, and welfare of the residents within the jurisdictional area of the City of Angola, require that onsite stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the Board requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowner's 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:

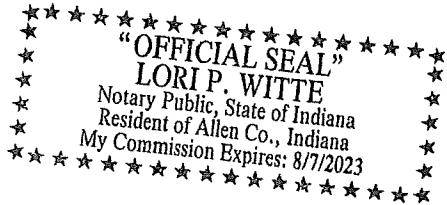
1. The on-site stormwater management/BMP facilities shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications identified in or on the Plan.
2. The Owner, its successors and assigns, including any homeowners' association, shall adequately maintain all 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.

Owner M&P LLP
By: [Signature]
JAMES RAY MUTTON
Printed Name
general partner
Printed Title



STATE OF Indiana)
COUNTY OF Allen) SS:

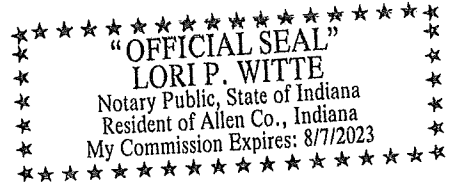
Before me, a Notary Public in and for said County and State, this 25th day of Aug, 2020, personally appeared James Ray Mutton who then and there signed and acknowledged the foregoing instrument.

[Signature] [Notary Public's Signature]
Lori P Witte [Notary Public's Printed Name]

My commission number: 817120
My commission expires: 8/7/2023
Resident of Allen County, IN.

EXECUTED AND DELIVERED in my presence:

[Signature] [Witness's Signature]
SHARMILA CHAKRAVORTY [Witness's Printed Name]



STATE OF IN)
COUNTY OF Allen) SS:

Before me, a Notary Public in and for said County and State, personally appeared Sharmila Chakravorty [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 SHARMILA CHAKRAVORTY [other Signer's Name] 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 31st day of AUG 2020.

Lori P. Witte [Notary Public's Signature]
Lori P. Witte [Notary Public's Printed Name]

My commission number: _____
My commission expires: 8/17/2023
Resident of Allen County, IN.

City of Angola, Indiana
Board of Public Works and Safety

Richard M. Hickman, Chair

David B. Martin, Member

David A. Olson, Member

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2020, personally appeared Richard M. Hickman, David B. Martin, and David A. Olson who then and there signed and acknowledged the foregoing instrument.

Notary Public

EXECUTED AND DELIVERED in my presence:

_____ [Witness's Signature]

_____ [Witness's Printed Name]

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

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, David B. Martin, and David A. Olson 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.

Notary Public