

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

Monday, January 4, 2021 – 6:45 p.m.

To connect to this virtual meeting call 1-219-293-4381 ID 346 969 327#.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Twitchell.

Hickman _____ Martin _____ Olson _____

2. Request approval of the December 7, 2020 minutes. (attachment)

ORDER OF BUSINESS

1. Request appointment of Tyler Richmond as probationary firefighter to the Angola Fire Department with a start date of January 24, 2021 contingent upon acceptance by the Indiana Public Retirement System to the 1977 Police and Firefighters Pension and Disability Fund.
2. Request approval of the City of Angola Stormwater Management/BMP Facilities Agreement with Angola, IN (Lot 1) LLC owner of real property located at 2991 Meijer Drive. (Coffee Shop Development) (attachment)
3. Department head reports.
4. Other business.

NEXT MEETING

The next meeting is Monday, February 1.

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.

DECEMBER 7, 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 and participated by virtual conference (Microsoft Teams) pursuant to Mayor Richard M. Hickman's Executive Order. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

APPROVAL OF MINUTES

Member Olson moved to approve the November 2, 2020 minutes. Member Martin seconded the motion. On call of the vote, the motion carried 3-0.

ORDER OF BUSINESS

The Board considered a request to appoint Christopher J. Greuter (start date 8/5/2020) and Corey M. Glasper (start date 10/16/2020) to the Angola Fire Department as full-time probationary firefighters. Member Martin moved to appoint Greuter and Glasper. Member Olson seconded the motion. Motion carried 3-0.

The Board considered a request to appoint Jacob A. Johnson (start date 9/27/2020) and Taylor D. Mowry (start date 10/4/2020) to the Angola Police Department as full-time probationary police officers. Member Olson moved appoint Johnson and Mowry. Member Martin seconded the motion. Motion carried 3-0.

The Board was asked to consider and act on the request from AT&T to secure a long-term lease for their communications facility located at 109 Jackson Street water tower. Water Superintendent Tom Selman reported that he was not in favor of the agreement provided by AT&T because it would allow unlimited and unrestricted access to City property, reduce the rent from the current agreement, and allow AT&T to sublease. Discussion followed. Selman also explained that the City needs to be allowed to review engineering and design of any changes that would be made to equipment attached to the City property. Further discussion followed. Member Martin moved that a letter be drafted to AT&T stating that the City would be glad to extend the agreement under the terms and conditions of the current agreement. Member Olson seconded the motion. Motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:02 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 4th day of January, 2020 by and between ANGOLA, IN (LOT 1) LLC, hereinafter called "Owner", and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, ANGOLA, IN (LOT 1) LLC is the Owner of certain real property located at 2991 Meijer Drive, Angola, IN 46703, described as Steuben County Parcel Number 76-06-14-000-036.000-012, and as recorded by Document No. 2009-0976 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 Coffee Shop Development and shown on plans dated March 13, 2020 and prepared by Todd R. Bauer 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.

ANGOLA, IN (Lot 1) LLC, an Illinois limited liability company

Owner

By:

[Handwritten Signature]
Signature

Robin Rash

Printed Name

Manager

Printed Title

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS:
)

Before me, a Notary Public in and for said County and State, this 11th day of November, 2020, personally appeared Robin Rash, Manager of ANGOLA, IN (Lot 1) LLC, an Illinois limited liability company who then and there signed and acknowledged the foregoing instrument.

[Handwritten Signature] [Notary Public's Signature]

Elizabeth Ann Irving [Notary Public's Printed Name]



My commission number: 190021

My commission expires: 11/17/2020

Resident of Cook County, Illinois

EXECUTED AND DELIVERED in my presence:

[Handwritten Signature] [Witness's Signature]

Raymond H. Pruchnicki [Witness's Printed Name]

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared Raymond H. Pruchinick [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 Robin Rash, Manager of ANGOLA, IN (Lot 1) LLC [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 17th day of November 2020.

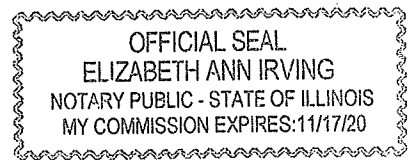
Elizabeth Ann Irving [Notary Public's Signature]

Elizabeth Ann Irving [Notary Public's Printed Name]

My commission number: 190021

My commission expires: 11/17/2020

Resident of Cook County, Illinois.



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