

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

Monday, August 2, 2021 – 6:30 p.m.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Herbert.

Hickman _____ Martin _____ Olson _____

2. Request approval of the July 6, 2021 minutes. (attachment)

ORDER OF BUSINESS

1. Open bids for Wastewater Treatment Plant Emergency Generator Project.
2. Request approval of the Stormwater Management/BMP Facilities Agreement with Vestil Manufacturing for property located at 2999 N. Wayne St. (steel storage addition) (attachment)
3. Consideration and action on AT&T Mobility Corporation Fifth Amendment to Option and Site Lease for their communications facility located at 109 Jackson Street. (attachment)
4. Consideration and action on drainage improvements at 105 Cross Street. (attachment)
5. Department head reports.
6. Other business.

NEXT MEETING

The next meeting is Tuesday, September 7.

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.

JULY 6, 2021

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 6:46 p.m. City Hall, 210 N Public Square. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were Fire Chief T.R. Hagerty, Assistant Fire Chief Bill Harter, Water Superintendent Tom Selman, City Engineer Amanda Cope, City Attorney Kim Shoup, Chief of Police Ken Whitmire, Park Superintendent Matt Hanna, Human Resources Administrator Sue Essman, Common Council Member Jerold McDermid, Common Council Member Gary Crum.

Also, among those present was Hailee Lepley from of *The Herald Republican*.

APPROVAL OF MINUTES

Member Olson moved to approve the June 7, 2021 minutes. Member Martin seconded the motion. On call of the vote, the motion carried 3-0.

ORDER OF BUSINESS

Member Olson moved to approve the City of Angola Stormwater Management/ BMP Facilities Agreement with Trine University located at 700 Thunder Drive. Member Martin seconded the motion. The motion to approve carried 3-0. (Engineering Building addition)

Police Chief Whitmire reported that Emergency Radio Services had inspected the radio tower at the Public Safety Building and found it to be overweight. As of this time there is only record of one company (Indiana Data Center) previously having permission to place equipment on the tower. That contract had expired a few years ago, and they have agreed to remove their equipment within four to six weeks. There are 12 other pieces of equipment on the tower with unknown owners. Chief Whitmire would like permission to remove all unclaimed equipment. Discussion followed. Member Martin moved to allow Chief Whitmire to have any equipment removed from the tower at his discretion. Member Olson seconded the motion. The motion carried 3-0.

DEPARTMENT HEAD REPORTS

City Engineer Cope reported that with the large amounts of rain her office has been dealing with a high number of flooding complaints around the city. There may be items to address on the next board agenda.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:56 p.m.

Richard M. Hickman, Chair

Attest:

Ryan P. Herbert, Clerk-Treasurer

DRAFT

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

THIS AGREEMENT, made and entered into this 2nd day of August, 2021
by and between Vestil Manufacturing, hereinafter called "Owner",
and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, Vestil Manufacturing is the Owner of certain
real property located at 2999 N. Wayne St., described as Steuben
County Parcel Number 760614000024070012, and as recorded by Document
No. 0708/0523 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 Vestil Steel Storage Addition
and shown on plans dated 5-5-21 rev. 7-19-21 and prepared by Tom Green 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 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 succors 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.

Barry Trine Vestil
Owner
By: [Signature]
Signature
Barry Trine
Printed Name
President
Printed Title

STATE OF Indiana)
COUNTY OF Steuben) SS:

Before me, a Notary Public in and for said County and State, this 20 day of July, 2021, personally appeared _____

who then and there signed and acknowledged the foregoing instrument.

[Signature]
[Notary Public's Signature]
Stephanie Young
[Notary Public's Printed Name]

My commission number: 669415
My commission expires: 6/21/2023
Resident of Indiana County, Steuben.

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 _____, 2021, personally appeared Richard M. Hickman, David B. Martin, and David A. Olson who then and there signed and acknowledged the foregoing instrument.

[Notary Public's Signature]

[Notary Public's Printed Name]

My commission number: _____

My commission expires: _____

Resident of _____ County, _____.

"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

Market: RCHI
Cell Site Number: in020002
Cell Site Name: CUS ANGOLA (DOWNTOWN)
Fixed Asset Number: 10144288

FIFTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS FIFTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Angola, having a mailing address of 201 N. Public Square, Angola, IN 46703 ("**Landlord**") and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Site Lease Agreement dated April 15, 1998, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 109 Jackson Street, Angola, IN 46703 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1 ("New Premises Area"). Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
2. **Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement

governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.

3. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area ("Increase Commencement Date"), Rent shall be increased by Two Hundred and Fifty Dollars (\$250.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
4. Tenant shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Landlord not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Agreement and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to
LANDLORD: _____

If to New Cingular Wireless PCS, LLC
TENANT:
Attn: Network Real Estate
Administration
Re: Cell Site # IL1705
Cell Site Name: Lynwood Water
Tower
Fixed Asset #: 10096679
1025 Lenox Park Blvd NE, 3rd
Floor, Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # IL1705
Cell Site Name: Lynwood Water
Tower
Fixed Asset #: 10096679
AT&T Legal Department –
Network
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.
7. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Lease Agreement, any existing Amendments to the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment to Ground Lease Agreement on the dates set forth below.

LANDLORD:

City of Angola

TENANT:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name:

Date:

By: _____

Print Name:

Its:

Date:

EXHIBIT 1-A

DESCRIPTION OF PREMISES

Commonly known as: 109 Jackson Street, Angola, IN 46703

Lease Area Sketch or Survey:

IN LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF IN _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201____, by _____
_____, the _____ of _____.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201____, by _____
_____, the _____ of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Prepared by, and after recording

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta GA 30004
Attn: Network Real Estate Administration

Grantor: City of Angola

Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Legal Description: Official legal description attached as Exhibit 1

Cell Site Name & #: CUS Angola Fixed Asset #:10144288
(Downtown)

State: IN County: Stueben

MEMORANDUM OF FIFTH AMENDMENT TO BUILDING SPACE LEASE AGREEMENT

This Memorandum of Fifth Amendment to Option and Structure Lease Agreement is entered into on this ____ day of _____, 201__, by and between the City of Angola, having a mailing address of 201 N. Public Square, Angola, IN 46703 ("**Landlord**") and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Site Lease Agreement ("**Agreement**") on the 15th day of April, 1998, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded in the public records of as noted above.
2. Landlord agrees to increase the size of the Premises to accommodate additional cabinets and additional antennas. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit 1-A** to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Third Amendment to Option and Structure Lease as of the day and year first above written.

LANDLORD:

City of Angola

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Date:

By: _____
Print Name:
Its:
Date:

Prepared by:

Ruth Nistico
General Dynamics Wireless Services
261 Saunders Ave.,
Louisville, KY 40206
307-272-1679
Ruth.Nistico@gdit.com

EXHIBIT 1

DESCRIPTION OF PREMISES

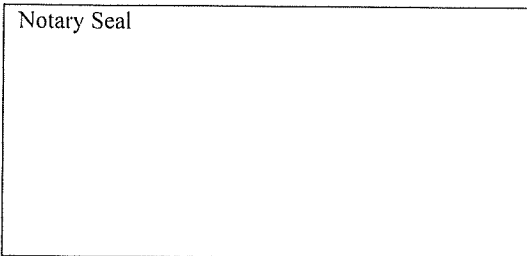
Commonly known as: 109 Jackson St., Angola, IN 46703

Lease Area Sketch or Survey:

IN LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF IN _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____
_____, the _____ of _____.



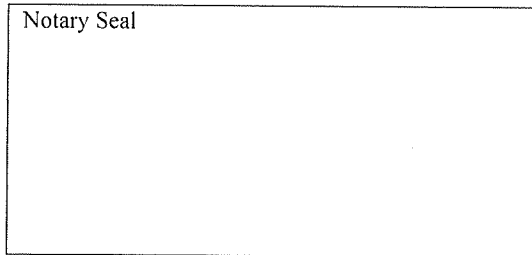
(Signature of Notary)

My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

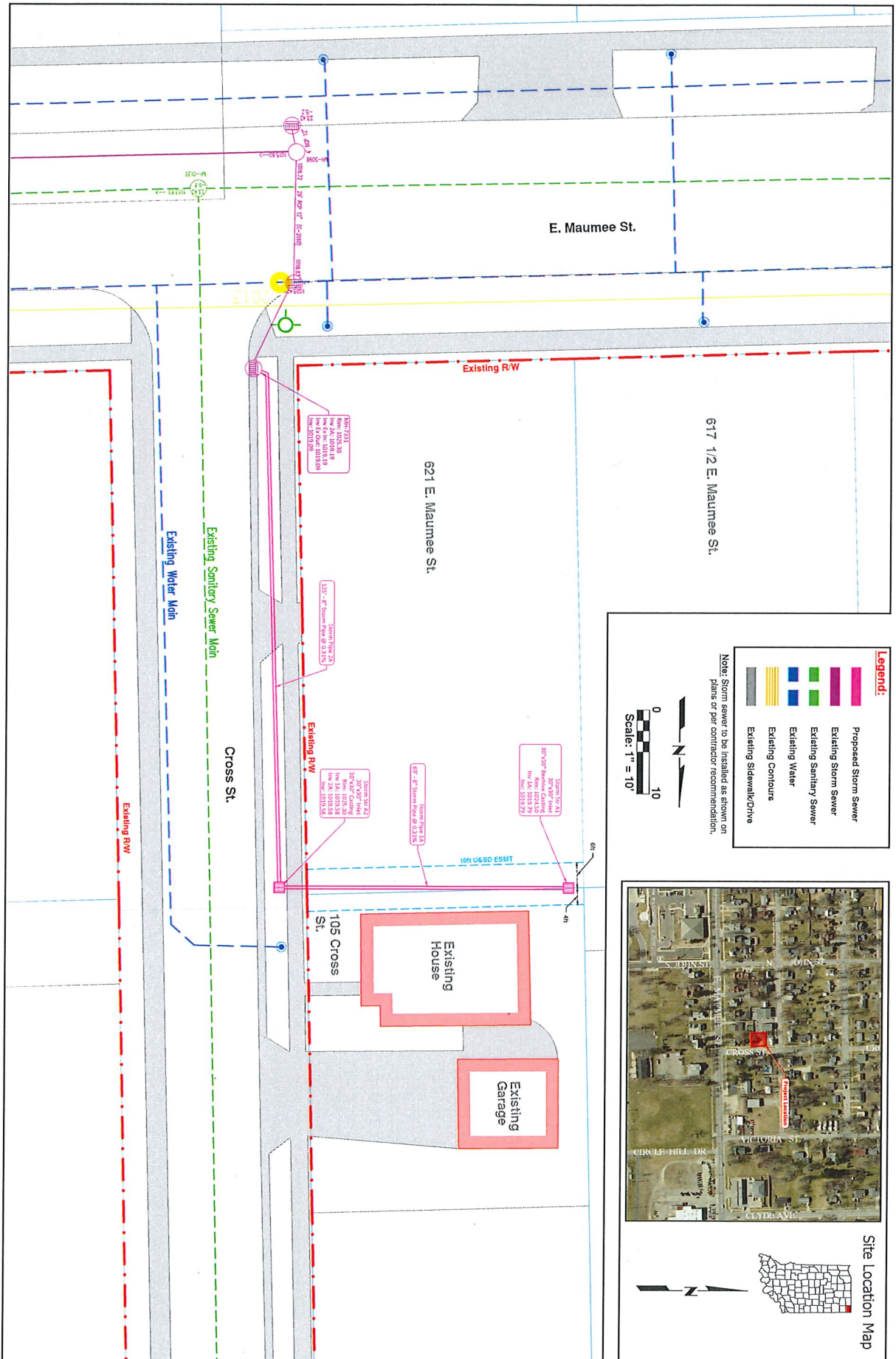
STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____
_____, the _____ of AT&T Mobility Corporation.



(Signature of Notary)

My Commission Expires: _____



REVISIONS:

FILED	1"=10'
DRAWN	WKS
CHECKED	ARC
DATE:	7/24/21
1 of 1	

PROJECT:
105 Cross St Storm Sewer Extension



CITY OF ANGOLA
210 N. PUBLIC SQUARE
ANGOLA, IN. 46703 - 260.665.2541
ENGINEERING DEPARTMENT
260.665.6748