

**AGENDA OF THE  
BOARD OF PUBLIC WORKS AND SAFETY  
City of Angola, Indiana  
210 N Public Square**

**Monday August 1, 2022 – 6:15 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 5 minutes. (attachment)

**ORDER OF BUSINESS**

1. Christine Simmons of 905 Pristine Ave. and Jack Brown of 903 Pristine Ave. regarding drainage issues on those properties.(attachment)
2. Nicholas Carpenter regarding drainage issues affecting his property at 407 Stonyridge Dr. and surrounding properties.
3. Request approval of the Stormwater Management/BMP Facilities Agreement with Wenzel Real estate Holdings LLC for the property located at 301 Growth Parkway. (attachment)
4. Department head reports.
5. Other business.

**NEXT MEETING**

The next meeting is Tuesday, September 6.

**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](mailto:clerktreasurer@angolain.org) as soon as possible but no later than three business days before the scheduled event.

**JULY 5, 2022**

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. City Hall, 210 N Public Square. Members Richard M. Hickman, and David B. Martin answered roll call. Member David A. Olson was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Chief of Police Ken Whitmire, Fire Chief Doug Call, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Human Resources Director Sue Essman, Water Superintendent Tom Selman, Street Superintendent Chad Ritter, and Engineering Assistant Nick Gerber.

Also among those present were Isaac Lee, and Jody Berry.

#### APPROVAL OF MINUTES

Member Martin moved to approve the June 6, 2022 minutes. Member Hickman seconded the motion. The motion carried 2-0.

#### ORDER OF BUSINESS

Member Martin moved to approve the Agreement Between The City of Angola and Steuben County Commissioners to relinquish the City's sanitary sewer easement along County Road 200 N as part of DES 1600762- County Road 200 N reconstruction project. Member Hickman seconded the motion. The motion carried 2-0.

Jody Berry of 1101 Manahan Drive addressed the board regarding drainage issues on her property. In 1998 she put in a swale, but it did not fix the issue. Also, since then her neighbor has filled in a ditch that ran behind her fence line which has made the problem worse. Member Martin moved that the city fix the drainage issue at property located 1100 Manahan Drive property using as much in house resources as possible. Member Hickman seconded the motion. The motion carried 2-0.

Member Martin moved to approve Agreement Re: Terrace of Buck Lake/ Villas of Buck Lake Water Line and Infrastructure with JK Property Investments, LLC. Member Hickman seconded the motion. The motion carried 2-0.

#### ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:41 p.m.

---

Richard M. Hickman, Chair

Attest:

---

Ryan P. Herbert, Clerk-Treasurer

DRAFT

July 5, 2022

City of Angola, Board of Works

I reside at 905 Pristine Ave., in The Fountains subdivision in Angola, and have had an ongoing water issue affecting my backyard and my neighbors, Jack and Susan Brown, since I have moved to my property nine years ago. In the spring and after any heavy rainfall, water lays (without any movement to the stormwater drain located to the west of my property). It has affected my yard and my neighbors, Brown's, causing poor grass growth and a very messy, mucky lumpy/bumpy backyard. At times, the water lays for days and causes mosquitos to then hatch. I have obtained an estimate from Lawnscape (roughly \$3,000.00) to eliminate and help water flow more freely to the stormwater drain to help my issue and the Browns. In addition, I have had to obtain a permit from the City of Angola to have VanGordon Construction drill a hole in the existing manhole to accommodate 6-inch corrugated drain tile so water movement will be more active. I don't know the cost yet of VanGordon's labor to drill the hole. The permit from The City was \$575.00. I have made a down payment for half of the total amount to Lawnscape thus far to get on their calendar to complete job (\$1,500.00). Dave Stump, with Lawnscape, has been very helpful in taking this project on and giving me the satisfaction and reassurance of this issue finally being resolved. I will also check with Lawnsape to see if they plan on a catch basin or grates (at different locations). Lawnscape is aware of the easement in the back and looked at the survey and properties involved.

I, Christine Simmons, residing at 905 Pristine Ave., and Jack and Susan Brown, residing at 903 Pristine Ave., would like the City of Angola to help pay to fix this drainage problem.

Thank You for your consideration.

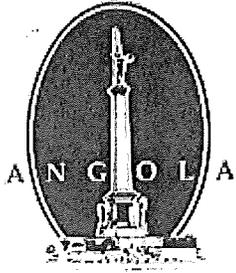
Christine Simmons  
Jack Brown  
Susan Brown







305498



# City of Angola

210 N. Public Square

Angola, IN 46703

Ph: (260) 665-2514

Fax: (260) 665-9164

Cashier: KIM

**Paid By**

Simmons, Christine M

905 Pristine Ave

ANGOLA, IN 46703

Date Paid: 06/21/2022

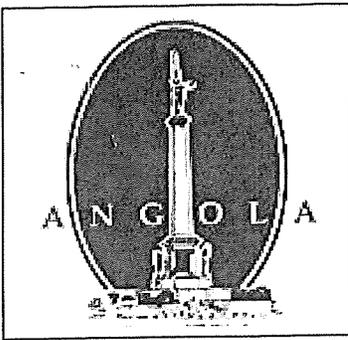
Transaction	Type	Record	Category	Description	Amount
00003433	Permit	PSSC22-0001	Storm Sewer Connect	Storm Sewer Connection - 0" - 14	\$ 575.00

DISCLAIMER: All Credit Card payments will be assessed a convenience fee.

Signed:

Clerk-Treasurer

<b>Total</b>	<b>\$ 575.00</b>
Cash	
Check	\$ 575.00
Credit Transferred	
<b>Tendered</b>	<b>\$ 575.00</b>
Change	\$ 0.00
To Overpayment	\$ 0.00



# STORM SEWER CONNECTION PERMIT

Engineering Department - Phone 260-665-6748 or 260-624-2663 (MS4)

## OFFICE USE ONLY

### CITY OF ANGOLA

210 North Public Square  
Angola, Indiana 46703  
Ph: 260-665-2514  
Fax: 260-665-9164  
www.angolain.org

Permit Number: PSSC22-0001

Date: 06/21/2022

Permit Fee: 575.00

Start Date: 06/21/2022

End Date: 06/21/2023

### GENERAL INFORMATION

Location: 905 PRISTINE AVE  
Project Name:  
Project Description:

### OWNER INFORMATION

Name: Simmons, Christine M  
Address: 905 Pristine Ave  
ANGOLA IN 46703

### APPLICANT INFORMATION

Name: Simmons, Christine M  
Address: 905 Pristine Ave  
ANGOLA IN 46703  
Phone:  
Email:

### CONTRACTOR INFORMATION

Name: VAN GORDON CONSTRUCTION INC  
Address: 855 N 275 W  
Angola IN 46703  
Phone:  
Email:

### STORM SEWER CONNECTION INFORMATION (OFFICE USE ONLY)

Reference: The City of Angola, Indiana Code of Ordinances; Title V: Public Works; Chapter 51: Sewers, 51.080.

Description	Category	Amount Total
6. inch Storm Sewer Connectio	Storm Sewer Connection	\$575.00
Amount Total:		\$575.00

If this permit is granted, I promise that the work will be accomplished without unnecessary delay or inconvenience to the City of Angola or adjacent property owners. I specifically agree to restore, at my expense, any property that may be damaged by the work. I understand and accept the fact that it may be necessary for the City of Angola to limit the size of the connection due to the capacity of the available storm sewer system.

The applicant or contractor must supply all materials, labor, equipment, signs, barricades, and any or other items necessary to perform the work. Upon completion of the tap or connection, an inspection is required by the City of Angola before the work is backfilled.

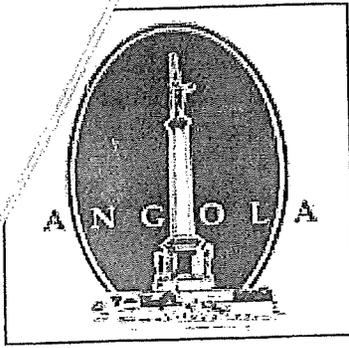
**Note: 24 hours advance notice required.  
Time Limit: 30 days**

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

City Engineering Dept.

Applicant Name/Signature



# STORM SEWER CONNECTION PERMIT

Engineering Department - Phone 260-665-6748 or 260-624-2663 (MS4)

## OFFICE USE ONLY

### CITY OF ANGOLA

210 North Public Square  
 Angola, Indiana 46703  
 Ph: 260-665-2514  
 Fax: 260-665-9164  
 www.angolain.org

Permit Number: PSSC22-0001

Date: 06/21/2022

Permit Fee: 575.00

Start Date: 06/21/2022

End Date: 06/21/2023

### GENERAL INFORMATION

Location: 905 PRISTINE AVE  
 Project Name:  
 Project Description:

### OWNER INFORMATION

Name: Simmons, Christine M  
 Address: 905 Pristine Ave  
 ANGOLA IN 46703

### APPLICANT INFORMATION

Name: Simmons, Christine M  
 Address: 905 Pristine Ave  
 ANGOLA IN 46703  
 Phone:  
 Email:

### CONTRACTOR INFORMATION

Name: VAN GORDON CONSTRUCTION INC  
 Address: 855 N 275 W  
 Angola IN 46703  
 Phone:  
 Email:

### STORM SEWER CONNECTION INFORMATION (OFFICE USE ONLY)

Reference: The City of Angola, Indiana Code of Ordinances; Title V: Public Works; Chapter 51: Sewers, 51.080.

Description	Category	Amount Total
6. inch Storm Sewer Connectio	Storm Sewer Connection	\$575.00
Amount Total:		\$575.00

If this permit is granted, I promise that the work will be accomplished without unnecessary delay or inconvenience to the City of Angola or adjacent property owners. I specifically agree to restore, at my expense, any property that may be damaged by the work. I understand and accept the fact that it may be necessary for the City of Angola to limit the size of the connection due to the capacity of the available storm sewer system.

The applicant or contractor must supply all materials, labor, equipment, signs, barricades, and any or other items necessary to perform the work. Upon completion of the tap or connection, an inspection is required by the City of Angola before the work is backfilled.

**Note: 24 hours advance notice required.  
 Time Limit: 30 days**

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

City Engineering Dept.

Applicant Name/Signature



# Simmons and Brown Proposal

**CHRIS SIMMONS**  
**905 PRISTINE AVENUE**  
**ANGOLA, INDIANA 46703**

**Chris Simmons-905 Pristine Avenue-EST3175779**  
905 Pristine Avenue Angola, Indiana 46703

**Est ID:** EST3175779  
**Date:** May-05-2022

**Email:**  
**Phone:** 260-668-4944

## Drainage

**\$3,045.69**

Laying 200' of 6" drain tile with the appropriate connectors.

Client will be responsible for boring into city sewer main.

200 LnFt.	Menards-Drain Tile 6", Corrugated - 6"
10 Allowance	Corrugated Tile 6" Blind Tee
2 Each	Menards-6" Corrugated Drain Tile Internal Couple - 6" Fitting
1 Each	Corrugated Drain Cap (6")
10 Each	6" Drain Tile Surface Drain

---

**Subtotal** **\$3,045.69**

**Taxes** **\$72.10**

---

**Estimate Total** **\$3,117.79**

**\*\*All materials are guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. This is an estimate only and not a guarantee of final price. Given the nature of the construction industry, labor charges (actual hours to complete the job) and materials are subject to change due to unforeseen circumstances not accounted for during initial inspection and quotation. If project exceeds initial estimated cost you will be responsible for up to but not exceeding 20% above initial estimate.**

To avoid work stoppage, any alteration or deviation from material specifications, scope of original work or aesthetic design changes involving extra cost will be executed only upon written change orders or verbal consent by homeowner to designer or project manager and will become an extra charge over and above the estimate. Lawnscape Garden Center is not responsible for damage to any utilities not accurately marked or mentioned (dog fences, drain tiles, irrigation or private lines).

A 50% deposit and signed contract are required by Lawnscape Garden Center for your project to be scheduled. *No jobs* are scheduled on our calendar with receipt of deposit and signed contract. Scheduling is chronologically prioritized by the order in which we have received a 50% deposit on the total job.

This estimate is good for 30 days upon receiving. If the client is interested in moving forward with the project but has exceeded the expiration date a new estimate will be issued and presented to the client with any necessary amendments adjusted on the estimate.

Acceptance of Estimate-----The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

**Contractor:**   
\_\_\_\_\_ Brent Wertz

**Client:** \_\_\_\_\_

**Signature Date:** 06/29/2022  
\_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Email:** brent.lawnscape@gmail.com

DAVE STUMPH 260-667-3073

Needs 811

20" below lip



Proposal

\* 665-3646  
Tami Summey

CHRIS SIMMONS  
905 PRISTINE AVENUE  
ANGOLA, INDIANA 46703

Sales: Brent Wertz  
Chris Simmons-905 Pristine Avenue-EST3175779  
905 Pristine Avenue Angola, Indiana 46703

Est ID: EST3175779  
Date: May-05-2022

Catch basin?

Drainage

\$3,026.51

Client will be responsible for boring into city sewer main.

24 Hours	Landscape Crew (3)	3 Man Crew	\$75.00	\$1800.00
200 LnFt.	Menards-Drain Tile 6", Corrugated - 6"		\$2.50	\$500.00
10 Allowance	Corrugated Tile 6" Blind Tee		\$14.52	\$145.20
1 Each	Menards-6" Corrugated Drain Tile Internal Couple - 6" Fitting		\$6.18	\$6.18
1 Allowance	Corrugated Drain Cap (6")		\$5.60	\$5.60
10 Allowance	6" to 4" Corrugated Drain Tile Dual-Wall Reducer		\$24.90	\$249.00
10 Allowance	4" Drain Tile Surface Drain		\$10.49	\$104.90
0.5 Days	Trencher	Tracked, Walk-behind Trencher 4" W. 3' Depth	\$112.50	\$56.25
1 Days	Dump Trailer		\$81.25	\$81.25
1 Days	F-250 Crew		\$78.13	\$78.13

66

<b>Subtotal</b>	<b>\$3,026.51</b>
<b>Taxes</b>	<b>\$70.76</b>
<b>Estimate Total</b>	<b>\$3,097.27</b>

\*\*All materials are guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. This is an estimate only and not a guarantee of final price. Given the nature of the construction industry, labor charges (actual hours to complete the job) and materials are subject to change due to unforeseen circumstances not accounted for during initial inspection and quotation. If project exceeds initial estimated cost you will be responsible for up to but not exceeding 20% above initial estimate.

To avoid work stoppage, any alteration or deviation from material specifications, scope of original work or aesthetic design changes involving extra cost will be executed only upon written change orders or verbal consent by homeowner to designer or project manager and will become an extra charge over and above the estimate. Lawnscape Garden Center is not responsible for damage to any utilities not accurately marked or mentioned (dog fences, drain tiles, irrigation or private lines).

A 50% deposit and signed contract are required by Lawnscape Garden Center for your project to be scheduled. *No jobs* are scheduled on our calendar with receipt of deposit and signed contract. Scheduling is chronologically prioritized by the order in which we have received a 50% deposit on the total job.

This estimate is good for 30 days upon receiving. If the client is interested in moving forward with the project but has exceeded the expiration date a new estimate will be issued and presented to the client with any necessary amendments adjusted on the estimate.

Acceptance of Estimate-----The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

**Contractor:**   
 \_\_\_\_\_  
 Brent Wertz

**Client:**   
 \_\_\_\_\_

**Signature Date:** 05/11/2022  
 \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Email:** brent.lawnscape@gmail.com

**Merchant Copy**  
**Lawnscape Garden Center**  
1805 N 200 W  
Angola, IN 46703  
260-833-1400

**Bill To:**  
Chris Simmons  
905 Pristine Ave  
Angola, IN 46703

Item #	Item Name	Attribute	Size	Orig Price	Disc %	Type	Qty	Price	Ext Price	Tax
	Payment On Account			\$1,500.00			1	\$1,500.00	\$1,500.00	
								Subtotal:	\$1,500.00	
								Local Sales Tax	0 % Tax	+ \$0.00
								<b>RECEIPT TOTAL:</b>	<b>\$1,500.00</b>	

Account: (\$1,500.00)  
Credit Card: \$1,500.00 [REDACTED]      Expiry Date: XX/XX/XX [REDACTED]  
Reference # 1000017745      Entry: Chip      Merchant: [REDACTED]

**Signature** \_\_\_\_\_  
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

AID: A0000000031010

**Previous Account Balance: \$0.00**  
**Account Balance: (\$1,500.00)**

**PLEASE RETAIN FOR YOUR RECORDS**

All of our plant material has been inspected and is in good, healthy condition. Lawnscape offers no warranty on plant material after it leaves our care.

The biggest part of your plant(s) success after it leaves our care is you. If you ever notice anything unusual going on with your plant, please give us a call, and we will be happy to help diagnose any problems you may be having.

However, if Lawnscape preforms the planting installation, we do offer a guarantee for 1 full year covering 50% of the plant purchase only.

This guarantee does not cover annual plantings and it does not cover the cost of the installation service. You will need to keep a copy of your receipt for this guarantee to be activated should you need it. Thank you for your business!!



27591

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

THIS AGREEMENT, made and entered into this 1st day of August, 2022  
by and between Wenzel Realestate Holdings LLC, hereinafter called "Owner",  
and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, Wenzel Realestate Holdings LLC is the Owner of certain  
real property located at 301 Growth Parkway, described as Steuben  
County Parcel Number 760614000023000012, and as recorded by Document  
No. 1909-0675 (9/27/2019) 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 Wenzel Metal Spinners Additon  
and shown on plans dated 7-11-22/Rev 7-15-22 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.

Wenzel Realestate Holdings LLC

Owner

By:

*[Handwritten Signature]*

Signature

*Ryan Funkhouser*

Printed Name

*General Manager*

Printed Title

STATE OF Indiana )

) SS:

COUNTY OF Steuben )

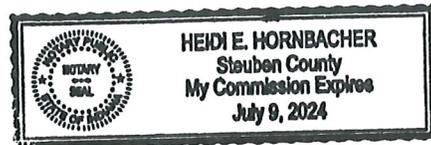
Before me, a Notary Public in and for said County and State, this 15th day of July, 2022, personally appeared Ryan Funkhouser who then and there signed and acknowledged the foregoing instrument.

*[Handwritten Signature]*

[Notary Public's Signature]

Heidi E Hornbacher

[Notary Public's Printed Name]



My commission number: \_\_\_\_\_

My commission expires: July 9, 2024

Resident of Steuben County, Indiana.

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 1st day of August, 2022, 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