

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

**Monday, March 4, 2023 – 6:45 p.m.**

**CALL TO ORDER BY CHAIR MARTIN**

1. Member roll call by Clerk-Treasurer Herbert.

Martin \_\_\_\_\_ Olson \_\_\_\_\_ McDermid \_\_\_\_\_

2. Request approval of the February 5 minutes. (attachment)

**ORDER OF BUSINESS**

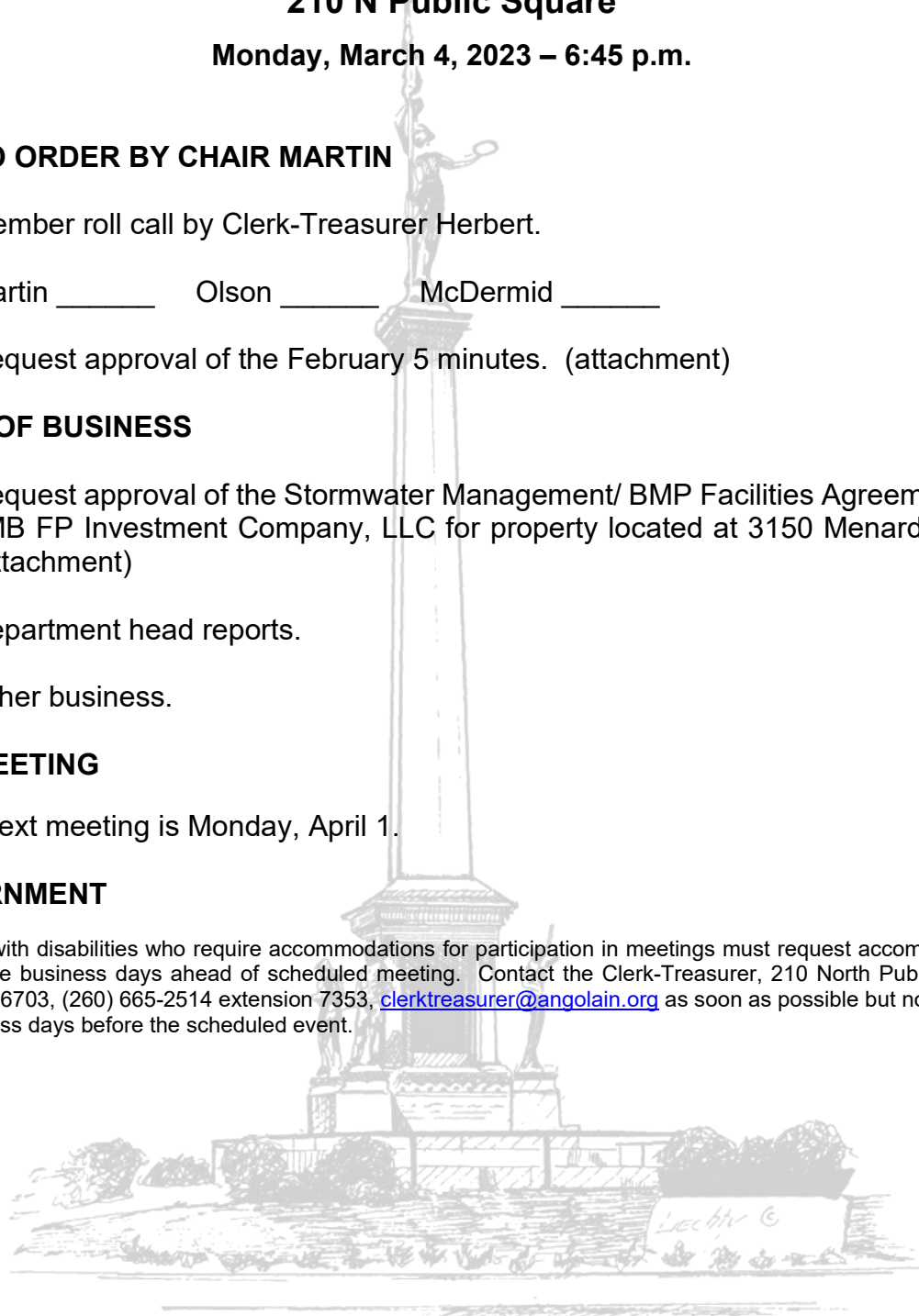
1. Request approval of the Stormwater Management/ BMP Facilities Agreement with JMB FP Investment Company, LLC for property located at 3150 Menards Drive. (attachment)
2. Department head reports.
3. Other business.

**NEXT MEETING**

The next meeting is Monday, April 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](mailto:clerktreasurer@angolain.org) as soon as possible but no later than three business days before the scheduled event.



**FEBRUARY 5, 2024**

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:45 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Jennifer Barclay, Assistant Street Commissioner Scott Stevens, and Patrol Officer Allie Curdes.

Also, among those present were Common Council Members Randy Coffey, Jennifer Sharkey, David Roe, and Beth Swary of WLKI.

APPROVAL OF MINUTES

Member Olson moved to approve the January 2, 2024 Minutes. Member McDermid seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member Olson moved to approve the Stormwater Management/ BMP Facilities Agreement with CD PS Angola, LLC (Popshelf) for property located at 140 Eyster Dr. Member McDermid seconded the motion. The motion carried 3-0

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:55 p.m.

Attest:

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David B. Martin, Chair

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Ryan P. Herbert, Clerk-Treasurer

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

THIS AGREEMENT, made and entered into this 4th day of March, 2021 by and between JMB FP Investment Company, LLC, hereinafter called "Owner", and the City of Angola Board of Public Works and Safety, hereinafter called "Board",

WITNESSETH that:

WHEREAS, JMB FP Investment Company, LLC is the Owner of certain real property located at 3150 Menards Drive, described as Steuben County Parcel Number \_\_\_\_\_, and as recorded by Document No. \_\_\_\_\_ 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 Menard Subdivision, Lot 2 and shown on plans dated 8/14/2023 rev. 2/7/24 and prepared by Align CEC, Inc 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.

JMB FP Investment Company, LLC

Owner

By:

Signature

Printed Name

Printed Title

STATE OF TN )  
 ) SS:  
COUNTY OF KNOX )

Before me, a Notary Public in and for said County and State, this 24<sup>th</sup> day of January, 2024, personally appeared Aaron Dickenson who then and there signed and acknowledged the foregoing instrument.

Crystal Marshall  
[Notary Public's Signature]

CRYSTAL Marshall  
[Notary Public's Printed Name]

My commission number: N/A

My commission expires: 4/10/2027

Resident of KNOX County, Tennessee.



City of Angola, Indiana  
Board of Public Works and Safety

\_\_\_\_\_  
David B. Martin, Chair

\_\_\_\_\_  
David A. Olson, Member

\_\_\_\_\_  
Jerold D. McDermid, Member

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF STEUBEN    )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared, David B. Martin, David A. Olson and Jerold D. McDermid, 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