

TOWN OF DANVILLE

Town Council Agenda

August 19, 2019

7:00 PM

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes**
- IV. Public Meeting**
 - A. Appointment of Fire Chief – Council President
 - B. Chamber of Commerce Contract – Town Manager
 - C. DDP Contract – Town Manager
 - D. Ordinance 28-2019: Phone Stipend – Town Manager
 - E. Resolution 14-2019: Funds Transfer – Public Works
 - F. Stormwater Asset Management Program – Storm Water/Banning Engineering
 - G. Request for Additional Members – Tree Advisory Committee
 - H. Ordinance 22-2019: Parking/Sidewalk – Police
 - I. Ordinance 23-2019: Alarm Systems – Police
 - J. Ordinance 24-2019: Parking – Police
 - K. Ordinance 26-2019: Fee Structure – Police & Clerk/Treasurer
 - L. Ordinance 27-2019: Amend 2019 Salary Ordinance - Clerk Treasurer
 - M. Speeding Vehicles – Concerned Citizen
- V. Department Reports**
 - A. Water**
 - B. Wastewater**
 - C. Fire**
 - D. Police**
 - E. Planning**
 - F. StormWater**
 - G. Public works**
 - H. Park**
- VI. Public Comment – 3 minutes/person**
- VII. Claim Docket**
- VIII. Adjournment**

NOTICE: The public meetings of the Danville Town Council conducted within these chambers shall be video recorded. Said recording will be part of the public records of the Town of Danville and shall be published upon the Town of Danville's website for public access. All individuals attending public meetings hereby give to the Town of Danville, their permission for said publication, which may contain their image or statements.

Online Town Council Packet: <https://www.danvilleindiana.org/egov/apps/document/center.egov>

TOPIC SUMMARY

- A. Appointment of a Fire Chief** – After the announcement of the Executive Session on 8-5-19, Council President may call for a vote to appoint a Fire Chief. *Requires a Vote for Approval*
- B. Danville Chamber of Commerce 2020 Contract** – Town Manager will present the proposed contract for the Greater Danville Chamber of Commerce for 2020. *Requires a Vote for Approval*
- C. Downtown Danville Partnership 2020 Contract** – Town Manager will present the proposed contract for the Downtown Danville Partnership for 2020. *Requires a Vote for Approval*
- D. Ordinance 28-2019: Amendment to Phone Stipend Ordinance** – Town Manager will present an amendment to the Phone Stipend Ordinance to add the Office Manager of the Administration Division. *This can be either a first read or you may suspend the rules. Requires a Vote for Approval*
- E. Resolution 14-2019: Funds Transfer** – Public Works Superintendant will be requesting a funds transfer. *Requires a Vote for Approval*
- F. Stormwater Asset Management Program** - Storm Water Superintendant & Mark Butler of Banning Engineering will present information on an Asset Management Program for Stormwater to be in line with Water and Waste Water. Funds will be requested to move forward. *Requires a Vote for Approval*
- G. Request for Additional Members** – Tree Advisory Committee will be presenting a request to have additional members. This will require an change in the Ordinance. *Seeking Consensus to Move Forward*
- H. Ordinance 22-2019: Parking/Sidewalk** – This comes before the Council for a second reading. *Requires a Vote for Approval*
- I. Ordinance 23-2019: Alarm Systems** – This comes before the Council for a second reading. *Requires a Vote for Approval*
- J. Ordinance 24-2019: Parking** – This comes before the Council for a second reading. *Requires a Vote for Approval*
- K. Ordinance 26-2019: Fee Structure** – This comes before the Council for a second reading. *Requires a Vote for Approval*
- L. Ordinance 27-2019: Amendment to 2019 Salary Ordinance** – This comes before the Council for a second reading. *Requires a Vote for Approval*
- M. Speeding Vehicles** – Sherri Pressley(private citizen) will present concerns to the Council about speeding vehicles, school zones and enforcement in the Town of Danville. *Requires no Action*

-Bold Agenda Item

-Italicized items are for action needed

**2020 AGREEMENT
BETWEEN THE TOWN OF DANVILLE
AND
GREATER DANVILLE CHAMBER OF COMMERCE**

This is an agreement as of this ____ day of _____, 2019, between the Town of Danville, Hendricks County, Indiana, an Indiana municipal corporation (hereinafter referred to as the [TOWN]), and the Greater Danville Chamber of Commerce, an Indiana not-for-profit corporation (hereinafter referred to as [CHAMBER]).

WHEREAS, the TOWN and the CHAMBER have agreed to work cooperatively to achieve common community and economic development goals; and

WHEREAS, it has been agreed that the CHAMBER would be responsible for certain community and economic development activities on behalf of the TOWN and will produce greater community public relations, activities and programs, as well as market potential, while promoting a superior quality of life for the citizens of Danville; and

WHEREAS, the TOWN had adopted a Capital Improvement Plan to provide for the allocation of economic development income tax whenever possible to promote the development of infrastructure; and

WHEREAS, the TOWN recognizes the necessity of maintaining a business/commerce and community development program to ensure the future financial vitality of the TOWN.

NOW, THEREFORE, the TOWN and the CHAMBER do mutually agree as follows:

SECTION ONE

Scope of Services

1. Expansion and Retention Efforts. CHAMBER shall identify needs of existing businesses and industries within the TOWN and with TOWN cooperation shall work to

appropriately satisfy these needs in order to allow for the retention or expansion of these businesses and industries. Methods used shall include, but are not limited to:

- a. The conducting of individual meetings with Danville employers;
- b. Providing potentially available resources to existing and potential Danville business owners; and
- c. Identification of common problems to Danville Businesses and the holding of informational programs regarding them.
- d. Keep current inventory of all businesses (commercial, retail, industrial and office) available in Danville, including internet-based businesses to the extent such information for internet-based businesses is available and reasonably ascertainable.

2. New Business Development. The CHAMBER, in partnership with the Hendricks County Economic Development Partnership and similar entities, will use its best efforts to identify and attract new industrial, light industrial, and office parks and businesses, including, but not limited to, corporate headquarters facilities, to the TOWN.
3. Economic Development Funding. Assist the TOWN in developing policies on tax abatement, tax increment financing, economic development income tax, impact fees, and state economic development funds. The TOWN shall invite the Executive Director or other representative of the CHAMBER to participate as an ex-officio member of boards and/or commissions which serve the Town in developing these policies.
4. Marketing and Promotion Programs. The CHAMBER will assist the TOWN in marketing and promotion programs that will include, but not be limited to; investigating the use of Indiana's Grant Program to leverage existing resources with State Grant Funds.

SECTION TWO

Information, Reports, and Documents

1. Annual Report. The CHAMBER shall provide to the TOWN information concerning the programs, scope of services and activities of the CHAMBER on a quarterly basis. Such reports shall include, at a minimum, the following information;
 - a. Summary of non-confidential meetings, formal communications and assistance provided to business and industry;
 - b. Summary of marketing activities provided and the results of those activities;
 - c. Summary of any other activity related to the scope of services.

The CHAMBER agrees to establish and maintain fiscal control and accounting procedures to assure the proper accounting of all funds paid by the TOWN to CHAMBER under this Agreement. Financial statements shall be submitted to the TOWN on a quarterly basis. UN-audited financial statements shall be submitted to the town annually.

SECTION THREE

Evaluation

The CHAMBER agrees to cooperate fully with the TOWN in an ongoing evaluation system. The purpose of such an evaluation system will be to determine the progress of the CHAMBER in achieving its purposes; and to evaluate the benefit of the TOWN of the activities and services of the CHAMBER. Specifically, the CHAMBER will present an annual report to the TOWN at a Town Council meeting during the time of year within which the TOWN is developing its budget for the following year. Additional meetings with the Town Council, site visits, and written reports on particular areas of interest may be required by the TOWN.

SECTION FOUR

Payments by Town to Chamber

In consideration of the services to be performed by the CHAMBER, the CHAMBER shall be permitted to maintain an office in Suite 100 of the Danville Town Hall, and a total sum of Forty five thousand dollars (\$45,000) shall be paid to the CHAMBER by the TOWN for services for the year 2020. Said dollar amount shall be paid in quarterly increments (March 31, June30, September 30, December 31) upon CHAMBER submission of proper claims. The amounts of subsequent annual fees, if any, shall be mutually determined by the Danville Town Council during the evaluation process as described in SECTION THREE herein in the event this Agreement is extended or renewed by the TOWN and CHAMBER or a different Agreement is mutually agreed upon.

SECTION FIVE

Officers and Directors Bonds

As a protection against loss, CHAMBER shall maintain a surety bond covering its Treasurer, Executive Director, employees and Board of Directors at all times during the term of the Agreement, in such amount as specified by the Town.

SECTION SIX

Independent Contractor

It is agreed that the TOWN is interested in the results of the community and business/commerce development activities obtained by the CHAMBER and that the CHAMBER shall perform its duties and activities as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. The CHAMBER shall complete this AGREEMENT according to its charge and control of the CHAMBER and

which shall not otherwise be subject to control or supervision by the TOWN. The CHAMBER is, for all purposes arising out of this Agreement, an independent contractor, and neither the CHAMBER nor the CHAMBER employees shall be deemed an employee of the TOWN, by reason of this Agreement or for any other reason.

SECTION SEVEN

Non-Assignment

This Agreement and the monies to become due and services provided shall not be assigned by either party without the written consent of the other party.

SECTION EIGHT

Termination

1. Events Causing Termination. This agreement shall terminate upon the following events:
 - a. Voluntary or involuntary dissolution of the CHAMBER, or a request from the CHAMBER, granted by the TOWN, to terminate its duties under this Agreement;
 - b. Expiration of the term of this Agreement without renewal thereof;
 - c. Termination by the TOWN for cause pursuant to subparagraph 2 of this Section Nine.
2. Termination for Cause. If through any cause, the CHAMBER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CHAMBER shall be in breach of any provisions, covenants, agreements, or stipulations of this contract, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the CHAMBER of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of the termination.

SECTION NINE

Administration

The terms and provisions of this Agreement shall be administered on behalf of the TOWN by the Town Council. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Town Council.

SECTION TEN

Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than by routine communications necessary for the day-to-day operation of the scope of services defined herein, shall be deemed properly given if hand delivered or sent by United States certified or registered mail, postage prepaid, at the following addresses:

As to the TOWN:	Town Manager 49 North Wayne Street Danville, IN 46122
As to CHAMBER:	Executive Director Danville Chamber of Commerce P.O. Box 273 Danville, IN 46122

SECTION ELEVEN

Amendments

This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment (s) hereto must be approved by the Town Council in writing.

The TOWN or the CHAMBER may request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for the CHAMBER shall be incorporated in written amendments to this Agreement.

SECTION TWELVE

Severability

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall remain effective to the fullest extent permitted by law.

SECTION THIRTEEN

Term

The term of this AGREEMENT shall extend from January 1, 2020 to December 31, 20__ and shall automatically expire on said date unless terminated for cause pursuant to SECTION NINE.

IN WITNESS WHEREOF, the TOWN and CHAMBER have executed this agreement on the date above first written.

GREATER DANVILLE CHAMBER OF COMMERCE

By:

Attested by:

Executive Director

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President

2020 AGREEMENT
BETWEEN THE TOWN OF DANVILLE
AND DOWNTOWN DANVILLE PARTNERSHIP

This is an agreement as of this 19th day of August 2019, between the Town of Danville, Hendricks County, Indiana, an Indiana municipal corporation (hereinafter referred to as the "TOWN"), and the Downtown Danville Partnership, (hereinafter referred to as "DDP").

WHEREAS, the TOWN and the DDP have agreed to work cooperatively to achieve common community goals; and

WHEREAS, it has been agreed that the DDP would be responsible for certain community activities on behalf of the TOWN and will produce greater community public relations, activities and programs, as well as market potential, while promoting a superior quality of life for the citizens of Danville.

NOW, THEREFORE, the TOWN and the DDP do mutually agree as follows:

SECTION ONE

Scope of Services

The DDP agrees to perform or provide the following:

1. Organize events that attract visitors to Downtown Danville.
2. Enhance the aesthetics of the square through beautification and grants.
3. Support local events.
4. Work towards keeping the energy in the square.

SECTION TWO

Information, Reports, and Documents

1. Annual Report. The DDP shall provide to the TOWN information concerning the programs, scope of services and activities of the DDP on a quarterly basis. Such reports shall include, at a minimum, the following information;

- a. Summary of non-confidential meetings, formal communications and assistance provided to business and industry;

- b. Summary of marketing activities provided and the results of those activities;
- c. Summary of any other activity related to the scope of services.

The DDP agrees to establish and maintain fiscal control and accounting procedures to assure the proper accounting of all funds paid by the TOWN to DDP under this Agreement. Financial statements shall be submitted to the TOWN on a quarterly basis. UN audited financial statements shall be submitted to the town annually.

SECTION THREE

Evaluation

The DDP agrees to cooperate fully with the TOWN in an ongoing evaluation system. The purpose of such an evaluation system will be to determine the progress of the DDP in achieving its purposes; and to evaluate the benefit of the TOWN of the activities and services of the DDP. Specifically, the DDP will present an annual report to the TOWN at a Town Council meeting during the time of year within which the TOWN is developing its budget for the following year. Additional meetings with the Town Council, site visits, and written reports on areas of interest may be required by the TOWN.

SECTION FOUR

Payments by Town to DDP

In consideration of the services to be performed by the DDP, the total sum of Eighty Thousand Dollars (\$80,000) shall be paid to the DDP by the TOWN for services for the year 2020. Said dollar amount shall be paid in one installment upon DDP submission of proper claims.

SECTION FIVE

Independent Contractor

It is agreed that the TOWN is interested in the results of the community and business/commerce development activities obtained by the DDP and that the DDP shall perform its duties and activities as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. The DDP

shall complete this AGREEMENT according to its charge and control of the DDP and which shall not otherwise be subject to control or supervision by the TOWN. The DDP is, for all purposes arising out of this Agreement, an independent contractor, and neither the DDP nor the DDP employees shall be deemed an employee of the TOWN, by reason of this Agreement or for any other reason.

SECTION SIX

Non-Assignment

This Agreement and the monies to become due and services provided shall not be assigned by either party without the written consent of the other party.

SECTION SEVEN

Termination

1. Events Causing Termination. This agreement shall terminate upon the following events:
 - a. Voluntary or involuntary dissolution of the DDP, or a request from the DDP, granted by the TOWN, to terminate its duties under this Agreement;
 - b. Expiration of the term of this Agreement without renewal thereof;
 - c. Termination by the TOWN for cause pursuant to subparagraph 2 of this Section Nine.
2. Termination for Cause. If through any cause, the DDP shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the DDP shall be in breach of any provisions, covenants, agreements, or stipulations of this contract, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the DDP of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of the termination.

SECTION EIGHT

Administration

The terms and provisions of this Agreement shall be administered on behalf of the TOWN by the Town Council. Unless law otherwise requires, all necessary notices, submissions

and approvals shall be given to or by the Town Council.

SECTION NINE

Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than by routine communications necessary for the day-to-day operation of the scope of services defined herein, shall be deemed properly given if hand delivered or sent by United States certified or registered mail, postage prepaid, at the following addresses:

As to the TOWN: Town Manager
 49 North Wayne Street
 Danville, IN 46122

As to the DDP: Executive Director Danville DDP of Commerce
 49 North Wayne Street
 Danville, IN 46122

SECTION TEN

Amendments

This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment (s) hereto must be approved by the Town Council in writing.

The TOWN or the DDP may request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for the DDP shall be incorporated in written amendments to this Agreement.

SECTION ELEVEN

Severability

If any term or provision of this agreement of the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall remain effective to the fullest extent permitted by law.

SECTION TWELVE

Term

The term of this AGREEMENT shall extend from January 1, 2020 to December 31, 2020 and shall automatically expire on said date unless terminated for cause pursuant to SECTION SEVEN.

IN WITNESS WHEREOF, the TOWN and DDP have executed this agreement on the date above first written.

DOWNTOWN DANVILLE PARTNERSHIP

By:

Attested by:

Executive Director

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President

Danville Clerk Treasurer

ORDINANCE NO. 28 - 2019

**AMEND ORDINANCE 15 - 2019
AN ORDINANCE OF THE DANVILLE TOWN COUNCIL
ESTABLISHING A CELLULAR TELEPHONE ALLOWANCE**

WHEREAS, the Town of Danville, Hendricks County, Indiana, Town Council deems it necessary for certain Town employees to have cellular telephones for the purpose of improved communications between the Town and the Town employees; and

NOW, THEREFORE, BE IT RESOLVED by the Danville Town Council as follows:

SECTION ONE. Employees holding a position requiring cellular telephone availability will receive a monthly Cellular Telephone Allowance according to the following:

Allowance Levels	Basic phone	Text Messaging	Data Service	Equipment	Monthly Totals	Bi-weekly Totals
Administration	35.00	5.00	25.00	10.00	75.00	34.62
Level I	35.00	5.00	25.00	5.00	70.00	32.31
Level II	35.00	5.00		2.50	42.50	19.62
Level III	35.00			2.50	37.50	17.31

Position	# of Phones	Level	Monthly Totals	Bi-weekly Totals
Town Manager	1	Admin	\$75.00	\$34.62
Town Planner	1	Admin	\$75.00	\$34.62
Admin Office Manager	1	Level II	\$42.50	\$19.62
Clerk-Treasurer	1	Admin	\$75.00	\$34.62
Chief Deputy, Clerk-Treasurer	1	Level I	\$70.00	\$32.31
Stormwater Superintendent	1	Admin	\$75.00	\$34.62
Fire Chief	1	Admin	\$75.00	\$34.62
Assistant Fire Chief	1	Admin	\$75.00	\$34.62
EMS Division Chief	1	Admin	\$75.00	\$34.62
Training Division Chief	1	Admin	\$75.00	\$34.62
Water Superintendent	1	Admin	\$75.00	\$34.62
Water Laborer	3	Level III	\$37.50	\$17.31
Utility Deputies	2	Level III	\$37.50	\$17.31
Wastewater Superintendent	1	Admin	\$75.00	\$34.62

Wastewater Foreman	1	Level I	\$70.00	\$32.31
Wastewater Laborer	3	Level I	\$70.00	\$32.31
Parks Superintendent	1	Admin	\$75.00	\$34.62
Assistant Park Superintendent	1	Level I	\$70.00	\$32.31
Public Works Superintendent	1	Admin	\$75.00	\$34.62
Town Mechanic	1	Level I	\$70.00	\$32.31
Public Works Foreman	1	Level I	\$70.00	\$32.31
Police Chief	1	Admin	\$75.00	\$34.62
Assistant Police Chief	1	Level I	\$70.00	\$32.31
Police Patrolmen / Officers (FT)	16	Level II	\$42.50	\$19.62
Temp. Replacement Patrolmen				\$1.00 per shift worked
Parking Admin	1	Level III	\$37.50	\$17.31

Allowance levels for those employees requiring a phone will be determined through discussions held by and between Department Administrators and the Town Manager.

SECTION TWO. Town employees receiving a Cellular Phone Allowance will maintain an active cellular telephone at all times and are required to provide the telephone number of that cellular telephone to the Town. Town employees are also required to maintain features on their plan according to the Allowance Level that they are receiving compensation for.

SECTION THREE. The Cellular Telephone Allowance cannot be used for a track phone.

SECTION FOUR. Cellular telephones and accessories owned by the Town at the time this policy is adopted can be retained by the employee for use with the employee's cellular telephone contract. Required taxes for any telephone and/or equipment retained by the employee will be deducted from the employee's paycheck and reported on their Form W-2. All future cellular telephone equipment needs are the responsibility of the employee.

SECTION FIVE. In the event an employee terminates his or her employment with the Town, the Cellular Telephone Allowance will be prorated by the number of days employed during the month and any allowance that might be required to be reimbursed to the Town, will be withheld from the employee's last paycheck

SECTION SIX. Employees will not be eligible for Cellular Telephone Allowance during disability leave or any other extended leave of absence from work.

SECTION SEVEN. This Ordinance shall be in full force and effect upon passage.

PASSED AND ADOPTED by the Council of the Town of Danville, Indiana, this 19th day of August 2019.

TOWN COUNCIL

ATTEST:

CLERK-TREASURER

Resolution 14 -2019
A Resolution providing for the transfer of appropriations
Between Major Budget Classifications.

WHEREAS, Certain conditions have developed since the adoption of the existing 2019 budget and it is now necessary to transfer appropriations into different Major Budget Classifications than was appropriated in the annual budget for the various functions of the Town of Danville.

NOW, THEREFORE, BE IT RESOLVED by the Danville Town Council that:

SECTION 1. For that expense of the Town of Danville, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such funds herein transferred unless otherwise stipulated by law.

SECTION 2. Where it has been shown that certain existing appropriations have obligated balances which will be available for transferring as follows:

AMOUNT	FUND:	FROM:	FUND:	TO:	REASON:
\$2,000.00	101	571-137 Uniform Allowance	101	571-380 Other Services & Charges	To ensure account has sufficient funds to make it to the end of the year.

Adopted this 19th day of August 2019.

TOWN COUNCIL

Mike Neilson

Tom Pado

Dennis Wynn

Chris Gearld

Jim Phillips

ATTEST:

Jennifer I Percy
Clerk/Treasurer

August 9, 2019

Barry Lofton
Stormwater Superintendent/Building Inspector
49 N Wayne St.
Danville, IN 46122

RE: **GIS Mapping of Storm System for the Town of Danville**

Dear Mr. Lofton,

We appreciate the opportunity to provide GIS services to the Town of Danville and see the tremendous value in managing the Town's storm network asset to accompany the sewer and water mapping done recently. Currently about 20% of storm structures contain important elevation data. There are two sources of data showing conflicting manhole and pipe totals. The purpose of the project is to map the storm system using the same GIS technology and software platform as the sanitary and water map.

The Process:

Banning Engineering uses the latest in GPS mobile technology to physically locate, open, photograph, measure, assess, and record (map) each town storm structure. Our field staff is experienced and qualified to assess the system and uses a high-accuracy GPS unit to locate points. Once the points are mapped, our staff processes the data to connect the network. Missing data is inevitable, but close collaboration with the Town's pipe camera crew will allow us round out the network. Condition, size, and material type with photos will be collected for each storm manhole.

The Product:

Banning uses the industry standard in GIS software by Esri to collect and view the data. The esri software is cloud based and contains mobile apps to support field operations and office apps to support office operations. The system is inexpensive, ever improving, and is considered the standard GIS tool.

The Future:

Like any tool, GIS networks require updating. The Town can leverage developers to own the cost of updating by requiring GIS information at the time of development. With the proper electronic submittal requirements in place, the town can merge new data into the base system seamlessly. Banning will provide guidelines for GIS submission standards as a part of this project.

The benefits to GIS mapping are clear:

- **Accuracy:** We are not just tracing old maps. Mapping is field verified, photographed and located. System map data is precise enough to be modeled where system problems can be identified, and development scenarios can be run.

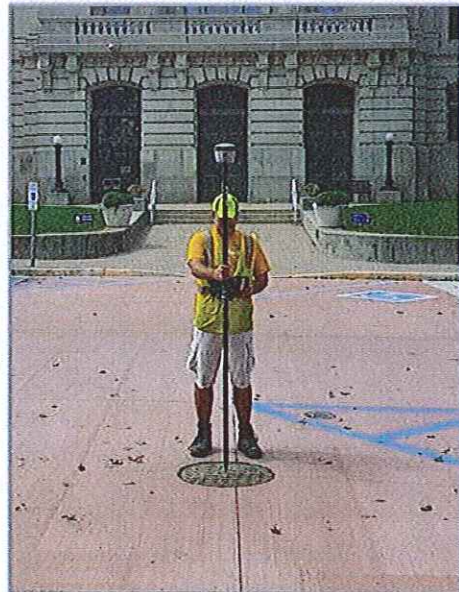


Figure 1. Josh Selig Locating a Manhole

- **Access:** Town staff can see all updates instantly in the office or on a phone.
- **Editability:** Town staff can add to or edit the map in the office or the field.
- **Expansion:** With correct GIS data submission standards in place, the cost of adding to the dataset can be passed to the developers.

The collection and mapping of the systems must consider several key factors:

- The storm GIS information provided to Banning Engineering was from the WTH and Beacon database. As such, there may be more structures than those shown. Banning will use the map as a guideline while looking for additional structures in the system that may have been added to the system. Banning will keep the client informed on budget and progress status often.
- The collection process will include elevation measurements using surveying techniques such that pipe slopes will be calculated and included on each system pipe based on upstream and downstream elevations.
- Inevitably some system features are buried or not able to be found. A list of outstanding items will be kept throughout the project. Banning will make a reasonable attempt to resolve outstanding items by working with the Town. Some items may need to be left outstanding at the end of the project for the Town to resolve as system improvements are made in the future.

To ensure new development is mapped and included correctly, the Town is in the process of developing GIS Town standards. Banning will meet with Town staff and help develop robust GIS standards to keep incoming external data clean and easy to import.

The deliverables will consist of:

- **Online System Map** – A system map will be available during the project and features mapped will be added in real-time. Progress can be checked at any time using a desktop or mobile device.
- **Feature Photographs** – Storm structures and end sections will also be photographed. All photographs will be linked to the system map for easy access.
- **GIS Files** – The raw GIS data will be delivered at the end of the project for the Town's use. The files will be in geodatabase format including all feature photographs.
- **Town GIS Standards** – Banning will provide a word document for inclusion into the Town's development standards. The document will include instructions for preparing data, required technical software standards, coordinate systems, file naming, metadata, field naming and formatting, etc.
- **Online GIS Hosting** – Banning will provide GIS hosting and technical support for 1 calendar year after the project begins. This covers answering day to day questions and limited editing.

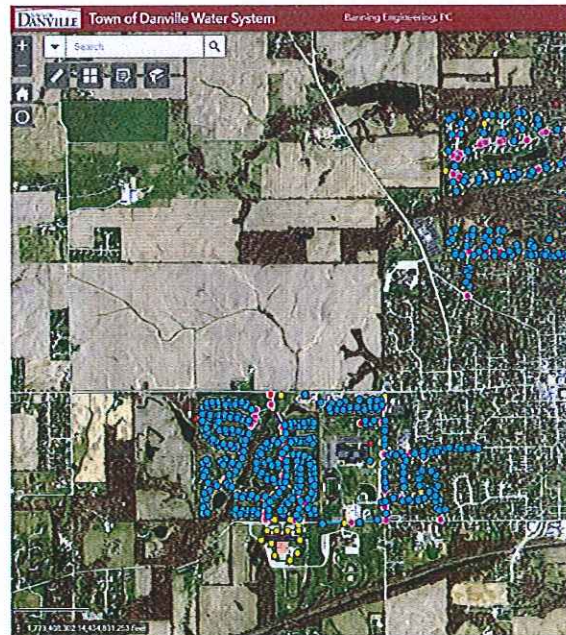


Figure 2. Sample of Danville's Water Map



Celebrating 25 Years of Making Your Project Our Priority

Project Fee:

The project cost is based on how many manholes and catch basins are in the system. Existing maps conflict but are the best data available. Based on this data we estimate there are between 1,600 and 2,200 structures to shoot. This is a considerable effort that would cost around \$165,000 however we propose to accomplish the work in two or more phases. A phased approach would provide a better idea on total project costs going forward. We propose to begin phase 1 with a budget of \$60,000 on an hourly basis.

As always we appreciate the opportunity to work with the Town of Danville.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Butler".

Mark Butler, P.E.
GIS and Transportation Services Director



Banning Engineering, P.C. • 853 Columbia Road, Suite 101 • Plainfield, IN 46168
Phone: (317) 707-3700 • Fax: (317) 707-3800 • E-mail: banning@banning-eng.com

This replaces our proposal dated May 14, 2019

An Agreement for the Provision of Limited Professional Engineering Services

Civil Engineer ("BE"): Banning Engineering, P.C.
853 Columbia Road, Suite 101
Plainfield, IN 46168
Client: Town of Danville
49 N. Wayne Street
Danville, IN 46122
Attn: Barry Lofton
E-mail: blofton@danvilleindiana.org

Date: 8/9/19 Expected Time Frame: _____ Project No. (Admin) 19104
Project Name: Danville Storm Mapping BE Project Manager: Mark Butler, PE
Project Location: Various Locations Total Acreage: _____
City/Town: Danville County: Hendricks Section: _____ Township: _____ Range: _____

Scope of Services ("Services"):

See Attached Scope

Offered by (BE):

 8/9/19
(signature) (date)

Mark Butler, PE
(printed name/title)

Accepted by (Client):

(signature) (date)

(printed name/title)

It has been requested by our errors and omissions insurance carrier that we receive a signed contract for all work we perform. This also includes any preliminary work for a Project. The attached terms and conditions along with the scope and cost above constitute an integrated Agreement. Therefore, we need you to provide the requested information by completing this form. Our receipt of the signed agreement will represent the Client's notice to proceed, approval and assent to these terms. This proposal is valid for sixty (60) days from the date listed above.

SCOPE OF SERVICES

Danville Storm Mapping For Town of Danville

GIS Field Mapping Services for Storm System (Hourly Estimated)

- Field Mapping Storm System
 - Set up ArcGIS online environment for data collection
 - Aid the Town to setup another Creator level ArcGIS Online License (\$500 license fee not included)
 - Collection GIS data in the field using Trimble R2 & Collector App
 - Interior of Storm structures will be photographed
 - Photographs will be included in the database
 - Field comments/concerns will be documented
 - Survey methods to determine elevations of storm structure
 - Invert elevation collection of storm structure pipes using laser as permitted
 - In-office data post processing
 - Map Publishing
- Deliverables
 - GIS files for storm system. Pipes to contain invert elevation data, slopes, and condition based on exposed portion in manhole. Structures to contain elevation data and condition information.
- Developing GIS Town Standards
 - Work with Town staff to develop Town GIS Submittal Standard for storm water
- GIS Map Hosting
 - Banning to store and host GIS data though the course of the project.
 - Banning to provide day-to-day support and limited editing totaling less than 5 per month.
 - Banning to provide additional analysis and technical services according to the hourly rates attached.

We recommend the town storm department purchase an iPad and high-quality GPS unit to map going forward. The price of hardware and associated training are not included in this proposal.

Fee Proposal:

Banning will administer the project fee on an hourly basis, keeping the Town informed on budget status regularly. A phased approach would provide a better idea on total project costs going forward. We propose to begin phase 1 with a budget of \$60,000 on an hourly basis.

Please verify that all assumptions made in this scope are accurate and the scope covers the work needed as written above.



Over 20 Years of Making Your Project Our Priority

SCHEDULE OF FEES

July 1, 2019

Engineer-1	\$205 / hour
Engineer-2	\$185 / hour
Engineer-3	\$155 / hour
Engineer-4	\$135 / hour
Engineer-5	\$100 / hour
Project Manager	\$165 / hour
CADD-1	\$120 / hour
CADD-2	\$90 / hour
CADD-3	\$75 / hour
GIS Tech	\$90 / hour
Survey-1	\$205 / hour
Survey-2	\$155 / hour
Survey-3	\$110 / hour
Survey-4	\$90 / hour
Crew 2 Man	\$175 / hour
Crew 1 Man	\$120 / hour
Scan Crew-2 Man	\$240/ hour
Scan Crew-1 Man	\$200/ hour
Observation-1	\$135/ hour
Observation-2	\$115 / hour
Observation-3	\$105 / hour
Observation-4	\$90 / hour
Admin Staff-1	\$125 / hour
Admin Staff-2	\$75 / hour

Note: Fees above are subject to change with 30-day written notice from ENGINEER to CLIENT.

TERMS AND CONDITIONS

1. **Acceptance.** This Agreement constitutes an offer by BE and may only be accepted on the exact terms herein. Documents containing additional or different terms shall not be binding on BE.

2. **Responsibilities of the Parties.** BE and Client shall cooperate with one another to fulfill their respective obligations under the Agreement and shall endeavor to maintain good working relationships among all Project team members.

Client. Client shall provide prompt written notice to BE of any error or defect in the Services or Deliverables for the Project, including any errors, omissions or inconsistencies.

a. **Designated Representative.** Client's designated representative shall be authorized to act on Client's behalf with respect to the Services and shall render decisions in a timely manner in response to documents submitted by BE to avoid delay in the orderly progress of the Services.

b. **Client's Duties.** Client shall assist BE with the performance of the Services and shall: (a) provide previous reports, construction drawings, and all available information related to the Project site; (b) guarantee and provide access to, and make provision for entrance into, public and private lands as required to perform the Services; (3) examine and timely report its comments on reports, sketches, drawings and other documents presented for examination regarding the Project; and (4) furnish all legal, auditing, insurance and accounting services necessary for the Services.

c. **Payment.** Client shall pay the Fee which includes all Amendments and Reimbursable Expenses, and fees for additional services incurred by BE, its employees, agents or representatives in the performance of the Services.

Engineer. BE shall be entitled to rely on the accuracy and completeness of any information furnished by the Client for the Services.

a. **Designated Representative.** BE's designated representative shall be authorized to act on BE's behalf with respect to the Project and Services.

b. **BE's Duties.** BE shall perform all Services that are required under the Agreement; and, Client will be responsible for the completion of all other services involved in the development, construction and completion of the Project.

3. **Means and Methods.** BE shall supervise and direct the Services and have control over all means, methods, techniques, sequences and procedures related to the Services. The Services shall not include governmental permits or fees of any kind; testing, removal and disposal of contaminated or hazardous materials, or of any materials containing hazardous material as defined by the EPA; relocating Client's property; restoration related to Client's prior Project activities, including repair of damage to roadways, driveways, or sidewalks resulting from equipment or vehicles.

4. **Warranty and Disclaimer.** All warranties (written, express implied or oral), including any implied warranty of

merchantability, workmanship and fitness for a particular purpose, are excluded from this Agreement.

5. **Standard of Care.** The standard of care for all Services performed by BE and its sub-consultants shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. BE shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly and timely progress of the Project.

6. **Insurance.** Client has personal, property and casualty insurance. BE shall maintain workers' compensation; general liability; automobile liability, professional liability insurance for the duration of this Agreement in the limits represented in its Certificate of Insurance which is available upon written request.

7. **Delays / Interruption.** Client recognizes that events out of BE's reasonable control may prevent the timely provision of the Services. If the Services are delayed or interrupted by any act or neglect of Client or a separate service provider employed by Client or by changes in the Services, labor disputes, fire, unusual delay in deliveries, adverse weather conditions, unavoidable casualties, or other causes beyond BE's reasonable control, the Completion Date shall be extended for a period of time equal to the delay. It is expressly agreed that Client shall not be entitled to any damage for delay in the Services.

8. **Claims for Consequential Damages.** Client and BE waive claims against each other for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity along with liable for any loss of business, revenues, profits, or any other special, incidental, consequential or punitive damages of any nature.

9. **Changes.** Client may request changes within the general scope of the Services, in which event the Fee and Completion Date shall be adjusted by written Amendment. Unless otherwise agreed, the cost of change or additional Services shall be determined on the basis of the costs of the change, plus a reasonable allowance for overhead and profit. If conditions are encountered at the Project which differ from the conditions anticipated by BE or from those ordinarily found to exist and generally anticipated in the Services, the Fee and Completion Date shall be equitably adjusted by written Amendment. Circumstances beyond BE's control include, but are not limited to, the following: (1) a change in the instructions or approvals given by the Client that necessitate revisions in the BE's Deliverables; (2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Deliverables; (3) decisions of the Client

not rendered in a timely manner; (4) a significant change in the Project including, but not limited to, location, size, complexity, the Client's schedule or budget, or procurement method; (5) failure of performance on the part of the Client.

No changes to the Services will be effective without the prior written consent of BE, which consent may be withheld in the sole discretion of BE. Any additional services or other changes to the Services will be documented in an Amendment, which will become part of this Agreement. Should the parties be unable to mutually agree to the necessary modification, BE may proceed with performance of the Agreement and Client shall continue to make all other payments due and owing BE under this Agreement.

10. **Boundary Determinations.** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries, Services will be suspended and Client will be notified. BE will present alternatives for possible resolution and any additional services required. If Client decides to forego resolution, all Services completed to date will be invoiced and the Project file will be archived. If Client chooses resolution, BE will act as Client's consultant. Upon resolution, the Agreement will be completed in accordance with its terms subject to interim rate increases.

11. **Indemnification.** To the fullest extent permitted by law, Client or BE shall indemnify and hold harmless the other party and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from provision of the Services, provided that such claim, damage, loss or expense is attributable to sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of a party, anyone directly or indirectly employed by it or anyone whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the party indemnified hereunder.

12. **Limits on Liability.** In recognition of the relative risks, rewards and benefits of the Services provided for the Project to both the Owner and BE, the risks have been allocated so that the Owner agrees that, to the fullest extent permitted by law, BE's total liability to the Owner, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, whether based in contract, tort, strict liability or otherwise, from any cause or causes, shall not exceed the total amount of \$50,000.00 or the amount of the Fee (whichever is greater). This limit is not affected by any insurance limits described in (6) above.

13. **No Responsibility for the Work of Others.** BE shall not have control over or charge of or be responsible for the acts, omissions or failure of the Client's contractors, subcontractors, or their agents or employees, or any other

persons or entities to perform their work, labor or services in accordance with the Project's requirements.

14. **Safety, Protection of Persons and Property.** BE shall take necessary precautions to comply with applicable federal, state and municipal safety laws. Except for its own employees, agents, contractors and subcontractors, BE shall not be responsible for the safety of any person or property within or on the Project site. The Client's contractors, subcontractors, or their agents or employees, shall be solely responsible for the safety of their employees and others affected by its/their work at the Project. The Client shall cause its contractors, subcontractors, agents or employees to take necessary precautions for the safety of its own employees and the Client's property.

15. **Hazardous Waste.** The Client shall promptly notify BE of the existence of any hazardous substance on or adjacent to the Project site of which the Client has actual knowledge. The phrase "hazardous waste" shall be defined by the Superfund Act (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and shall include similar definitions of a substance subject to a similar control by state or local law. The Client, or its other agents or subcontractors, shall have responsibility for compliance with all federal, state and local laws, regulations, guidance or other requirements relating to the handling, treatment, storage or disposal of hazardous wastes, substances or constituents. Client agrees that BE, as well as its owners, officers, directors or employees are not an owner, handler, generator, operator, treater, storer, transporter, disposer or Potentially Responsible Party, under the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act as amended, or any other similar federal, state or local law or regulation, including the Indiana Environmental Legal Action statute. Client agrees to defend, indemnify and hold harmless BE, its owners, officers, directors and employees from and against all claims and liabilities resulting from any form of allegation that BE, its owners, officers, directors or employees are an owner, handler, generator, operator, treater, storer, transporter, disposer, or potentially responsible party under any federal, state, or local law or regulation. Notwithstanding the foregoing, Client does not agree to defend, indemnify, or hold BE harmless to the extent that damages are caused by the negligent actions or inactions of BE.

16. **Payment.** Invoices will be submitted monthly for Services and reimbursable expenses. Payment is due upon receipt. Invoices shall be based upon Services provided through the date of Invoice. Undisputed invoices unpaid thirty (30) days from the Invoice date shall accrue interest at 1 ½% per month (18% per annum) and shall entitle BE to immediately suspend the Services or terminate this Agreement upon seven (7) days written notice to Client, in the sole discretion of BE, without any further liability to BE under this Agreement. By exercising its rights of suspension

or termination, BE does not waive any rights it may have under any applicable law. Before resuming the Services, BE shall recover from the Client all undisputed amounts due BE for all Services performed pursuant to this Agreement and Reimbursable Expenses incurred. In the event of Service stoppage, the Completion Date, shall be extended and the Fee increased by the amount of BE's reasonable costs of shutdown, delay and start up pursuant to an Amendment and the Client may not withhold its approval of same. If BE incurs any cost or expense, including attorneys' fees and/or costs of collection, to recover undisputed sums due and owing, Client shall be responsible for payment of all such sums. The Client shall make no deductions from the BE's compensation on account of sums withheld from payments to others providing services, materials or labor at the Project.

17. **Reimbursable Expenses.** Reimbursable Expenses are in addition to the compensation for the Services and include, but are not limited to, expenses for the following: (1) filing fees, title searches, submittal fees, certified letters, reproduction of drawings and specifications or other documents, as well as the handling costs associated therewith; (2) any fees paid for securing approval of authorities having jurisdiction over the Project; (3) authorized travel and electronic communications and (4) the expense of professional liability insurance dedicated exclusively to this Project or the expenses of additional insurance coverage or limits requested by the Client in excess of that normally carried by BE and its consultants. BE shall not be obligated to advance payment associated with the foregoing expenses and upon written notice to Client, the Client may be required to make direct payment of these expenses.

18. **Default.** In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure such default. In addition to any other legal remedies available to BE, under this Agreement, law or equity, BE shall have the absolute right to immediately discontinue the Services when Client is in default of any of its obligations or fails to make timely payment.

19. **Disputes.** The parties agree to provide one another with written notice of a dispute within a reasonable time, not to exceed thirty (30) days, after obtaining knowledge of the same and shall include: (1) a statement specifying that a dispute has occurred that falls within the scope of this paragraph, (2) a statement of the party's position and a summary of evidence and arguments that support such position, and (3) the name and title of the disputing party's authorized representative. Within twenty (20) days after receipt of the disputing party's notice, the responding party shall submit a written response to the disputing party. The response shall contain: (1) a statement of the responding party's position and a summary of evidence and arguments that support such position; and (2) the name and title of the responding party's authorized representative. In the absence of an agreement to the contrary, the parties' authorized representatives shall meet in Hendricks County, Indiana, at

a mutually acceptable time and place within ten (10) days after the disputing party receives a response and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the dispute has not been resolved within forty (40) days after the disputing party receives the response, or if the responding party refuses or fails to comply with the provisions of this paragraph, then the disputing party may commence mediation or legal action.

20. **Mediation.** If negotiations prove fruitless, the parties shall endeavor to settle the dispute by mediation (which shall be conducted, administered and governed by the Indiana Rules for Alternative Dispute Resolution or by other process agreed to by the parties) before recourse to other dispute resolution methods are used. Mediation shall be concluded within sixty (60) days after the conclusion of the initial thirty (30) day dispute negotiation period. Either party may terminate the mediation at any time after the first session. The cost of any mediation proceeding shall be shared equally by the Parties. If mediation efforts are not successful, the parties may exercise all of their rights under law.

21. **Litigation/Venue.** Exclusive venue for all claims or disputes arising out of this Agreement or Services provided hereunder shall be in Hendricks County, Indiana and any litigation between the parties that arises under this Agreement shall be prosecuted in Hendricks County, Indiana.

22. **Termination for Cause.** This Agreement may also be terminated by a party upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If the Client fails to make undisputed payments to the BE in accordance with this Agreement, such failure shall be considered substantial nonperformance of services under this Agreement and BE may terminate this Agreement for cause. In the alternative, BE may suspend the Agreement.

23. **Termination Due to Delay or Suspension.** If the Services are stopped, suspended or delayed for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of any *force majeure*, act or neglect of the Client's contractors, subcontractors, agents or employees, changes ordered in the Services, labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the BE or its agents or employees, then the BE shall be entitled to a reasonable extension in the Completion Date pursuant to an Amendment and the Client may not withhold its approval of same. In the alternative, BE may upon not less than seven (7) days' written notice to the Client, terminate this Agreement and recover from the Client all amounts due BE for all Services performed pursuant to this Agreement and Reimbursable Expenses incurred, including overhead and profit, together with any other liabilities, obligations, damages or commitments, attorneys' fees

and/or costs of collection of the amounts due under this Agreement.

24. **Assignment.** Client may assign the Agreement to a separate entity, but only with the prior written consent of BE. This Agreement will be binding upon the parties, their successors, executors, administrators, and assigns.

25. **Notice.** Notice shall be in writing and delivered via e-mail, fax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. **No Third-Party Beneficiaries.** It is agreed that the Services are for Client's sole use and benefit at the Project; as such, BE and Client agree that this Agreement is not intended to benefit any third-party.

27. **Ownership of BE's Deliverables.** All Deliverables, including, but not limited to, original drawings, field notes, reports, written data, and electronic data are and shall remain the exclusive property of BE until BE is paid in full under this Agreement and may not be used by the Client for any other endeavor without the written consent of BE. Upon completion of the Services and final payment of the Fee, the Client shall have a non-exclusive license to reproduce the Deliverables. Client shall also be permitted to make changes, corrections or additions to the Deliverables for the purposes of completing, using and maintaining the Project or for future additions or alterations to the Project; provided however, that the Client's use of the Deliverables shall be at the Client's sole risk and without liability to BE. In the event BE is not fully compensated under this Agreement, Client

shall remit the Deliverables and related documents to BE upon BE's demand. In the absence of BE's demand for remittance or upon completion of the BE's Services under this Agreement, the Client shall have a non-exclusive license to reproduce BE's drawings and related document provided however, that the Client's use of the Deliverables shall be at the Client's sole risk and without liability to BE, except that BE shall remain liable for its own negligent errors and omissions.

28. **Applicable Law**

The terms and conditions of this Agreement will be governed by the laws of the State of Indiana.

29. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be judicially determined to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

30. **Miscellaneous.** This Agreement represents the entire and integrated agreement between BE and Client, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force.

BME 2726475v4 Client 8876-0001

Mark Morgan

From: Will Lacey
Sent: Wednesday, August 14, 2019 10:54 AM
To: Mark Morgan
Cc: Jeff Martin
Subject: Tree Advisory Committee

Mark,

Notes from last nights Tree Advisory Committee:

1. The TAC would like to make a request at Monday's Town Council Meeting. The Committee would like to request an additional 2 seats on the committee. They currently sit as a 3 person committee and would like to upgrade to a 5 member committee. Reasoning is to add experts to the Committee to advise in projects and to make sure that quorum is easily met.
2. The Board is researching budget numbers for 2020. The current funds are \$18,000.00/year and is mainly used to fix safety concerns regarding trees. They would like to request \$20,000/year for 2020. The goal would be to use 3/4 of the dollars for tree safety concerns and 1/4 for tree plantings. They have some ideas on projects but are still researching.

Thanks!

Will Lacey

Director (MPA, CPRP, AFO, IMN)

Danville Parks & Recreation

49 North Wayne Street

Danville, IN 46122

[317-745-4180 x5101](tel:317-745-4180)

wlacey@danvilleindiana.org

ORDINANCE NO. 22- 2019

**AN ORDINANCE REGULATING VEHICULAR TRAFFIC AND PARKING ON
PUBLIC SIDEWALKS**

WHEREAS, pursuant to Ind. Code § 36-1-3-9, the Town of Danville (“Town”) has exclusive jurisdiction over sidewalks inside its corporate boundaries;

WHEREAS, the operation and/or parking of motor vehicles on public sidewalks is detrimental to the safety and well-being of pedestrians and motor vehicle operators;

WHEREAS, the Town desires to limit the use of public sidewalks within the Town for use by pedestrians, bicyclists, and recreational users; and

WHEREAS, the Town, through its Town Council, has determined that it is in the best interests of efficiency and safety to prohibit motor vehicles from obstructing, operating on, or parking on public sidewalks within right-of-way or easements maintained by or located within the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, THAT:

- (1) The above recitals are incorporated herein by reference.
- (2) Except as stated in Sections 3 and 4 below, it shall be unlawful to operate or park a motor vehicle within a public sidewalk area in the Town limits. This prohibition includes, but is not limited to, the parking or placement of a motor vehicle in such a way that obstructs or prevents pedestrians from using the sidewalk.
- (3) This Ordinance shall not restrict or prohibit motor vehicles from crossing sidewalks while using an existing permanent or temporary driveway or entrance to access a private or public property.
- (4) This Ordinance shall not restrict or prohibit publicly-owned emergency vehicles or maintenance vehicles from operating or parking on public sidewalks.
- (5) This Ordinance shall take effect upon adoption and publication.

ADOPTED by the Town Council of the Town of Danville, Indiana, on this 19th
day of August, 2019.

DANVILLE TOWN COUNCIL

FOR:

AGAINST:

Mike Neilson

Tom Pado

Chris Gearld

Jim Phillips

Dennis Wynn

ATTEST:

Jennifer Percy, Clerk-Treasurer

ORDINANCE NO. 23 - 2019

AN ORDINANCE AMENDING SECTIONS 90.02, 90.04, 90.05, 90.06 and 31.03 OF THE DANVILLE, INDIANA CODE OF ORDINANCES (ALARM SYSTEMS AND ORDINANCE VIOLATIONS BUREAU)

WHEREAS, a significant number of residential and business owners in the Town of Danville ("Town") own and operate alarm systems;

WHEREAS, the Town's emergency response personnel have experienced, and continue to experience, problems with false alarm calls within the Town;

WHEREAS, such false alarm calls result in misuse of resources and are detrimental to the safety and well-being of Town residents;

WHEREAS, the Town currently requires alarm systems to be registered with the Police Department and provides various fines for false alarm notifications; and

WHEREAS, the Town, through its Town Council, has determined that, in order to reduce the number of false alarm calls, it desires to amend § 90.02, § 90.04, § 90.05, § 90.06, and § 31.03 of the Danville Code of Ordinances ("Code") to reflect an updated registration fee requirement and false alarm fine schedule, and to remove the subject violation(s) from jurisdiction of the Ordinance Violations Bureau.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, THAT:

- (1) The above recitals are incorporated herein by reference.
- (2) Section 90.02 of the Code (Definitions) is amended as follows:

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALARM NOTIFICATION. A notification intended to summon a Public Safety Agency, which is designed ~~either~~ to be initiated ~~directly purposely by a person or~~ by an alarm system that responds to an unlawful entry, attempted entry, or any other unauthorized intrusion.

ALARM SYSTEM. Any device used for the detection of an unauthorized entry or attempted entry into a building, structure, facility or grounds, or for alerting others of the commission of ~~a notification to be made directly or indirectly to a public safety agency such~~ unauthorized entry or attempted entry. This definition encompasses only such devices that directly notify a public safety agency of an unauthorized entry or attempted entry, rather than devices that only alert the occupants of the premises protected by the alarm system.

FALSE ALARM NOTIFICATION. Any alarm notification, ~~whether direct or indirect,~~ to a public safety agency, when the responding officer finds no evidence of a criminal offense or attempted offense.

(3) Section 90.04 of the Code (Registration) is amended as follows:

All alarm systems in use within the town shall be registered with the Police Department in accordance with the following rules.

(A) Registrations shall be on the form provided by the Police Department and registration shall remain on file with the Department only.

~~(B) There is no fee for the issuance of an alarm system.~~ There shall be a biennial twenty dollar (\$20.00) alarm system permit fee assessed for each residential alarm system registered after the effective date of this Ordinance. Said fee is due and payable by the permit holder to the Danville Police Department upon registration and every two (2) years thereafter. Failure to pay such fee in a timely manner will result in an invalid permit.

(C) There shall be an annual twenty-five dollar (\$25.00) alarm system permit fee for each alarm system registered to a business or commercial property after the effective date of this Ordinance. Said fee is due and payable by the permit holder to the Danville Police Department upon registration and every one (1) year thereafter. Failure to pay such fee in a timely manner will result in an invalid permit.

~~(C) An alarm system registration shall be valid for a term of two years commencing from the date of issuance.~~

(D) An alarm system registration shall be personal to the registration holder for a specific location and is not transferable.

(4) Section 90.05 of the Code (Violations; Fines and Penalties) is amended as follows:

(A) It shall be a violation of this subchapter for a person who owns or controls property on which an alarm system is installed to broadcast, or cause to be broadcast, false alarm notifications. This section shall not apply to an alarm system which broadcasts a false alarm within 30 days after installation of the alarm system.

~~(B) (1) Fines and penalties will be based on the number of violations in a calendar year as follows.~~

	<i>Registered</i>	<i>Unregistered</i>
First two non-exempt false alarms	Written warning	Written warning
Third non-exempt false alarm	\$15	\$25
Fourth non-exempt false alarm	\$30	\$50

Fifth non-exempt false alarm	\$60	\$80
Sixth or greater non-exempt false alarm	\$90	\$100

(B) (1) The penalties for false alarm calls (no valid permit) are as follows:

First offense (per year): warning.

Each subsequent offense: \$20.00 fine per occurrence.

(B) (2) The penalties for false alarm calls (valid permit) are as follows:

First, second and third offenses (per year): warning.

Each subsequent offense: \$10.00 fine per occurrence.

(B) (3) In addition to the penalties provided for in this section, any act or any person, firm, or corporation who continuously, knowingly, and intentionally violates any provisions of this subchapter is hereby declared to be a nuisance and all remedies applicable to a nuisance, both public and private, including, but not limited to injunctions and damages, are hereby preserved.

(5) Section 90.06 of the Code (Citations and Tickets; Responsibility) is amended as follows:

(A) It shall be the responsibility of the Police Department to issue citations/tickets for violations of this subchapter.

~~(B) Citations or tickets that are issued for violations of this subchapter shall be administered through the Ordinance Violations Bureau, subject to the rules that apply to the Bureau.~~

(6) Section 31.03(C) of the Code is amended as follows, with the effect of removing violations of Sections 90.01 through 90.06 of the Code from the jurisdiction of the Ordinance Violations Bureau:

~~(18) — CO Title IX, Chapter 90, Sections 01 to 06, Alarm Systems (for false fire alarm notifications); for registered alarms systems \$15 for a third, \$30 for a fourth, \$60 for a fifth and \$90 for a sixth and each additional violation thereafter within 12 months of the preceding violations and for unregistered alarms systems \$25 for a third, \$50 for a fourth, \$80 for a fifth and \$100 for a sixth and each additional violation thereafter within 12 months of the preceding violations.~~

(7) Prior Ordinances and sections of Chapters 90 and 31 of the Danville, Indiana Code of Ordinances are repealed only to the extent inconsistent with the terms of this Ordinance. Provisions consistent with this Ordinance and not repealed remain in full force and effect.

(8) This Ordinance shall take effect upon adoption and publication.

ADOPTED by the Town Council of the Town of Danville, Indiana, on this 19th
day of August, 2019.

DANVILLE TOWN COUNCIL

FOR:

AGAINST:

_____	Mike Neilson	_____
_____	Tom Pado	_____
_____	Chris Gearld	_____
_____	Jim Phillips	_____
_____	Dennis Wynn	_____

ATTEST:

Jennifer Pearcy, Clerk-Treasurer

ORDINANCE NO. 24- 2019

**AN ORDINANCE PROHIBITING VEHICLE PARKING OUTSIDE OF LINES
AND/OR MARKERS ESTABLISHED BY THE TOWN**

WHEREAS, pursuant to Ind. Code §§ 9-21-1-2 and 9-21-1-3, the Town of Danville, Indiana ("Town") has the authority to adopt ordinances regulating vehicle parking on private roads and highways under its jurisdiction;

WHEREAS, in Chapter 74, Schedule IV of the Danville Code of Ordinances, the Town established designated parking spaces in the downtown traffic areas, and prohibited vehicle parking in such spaces for a time longer than two hours (and for a time longer than four hours for handicap parking spaces);

WHEREAS, the Town has demarcated such downtown traffic area parking spaces with the placement and painting of lines or markers;

WHEREAS, vehicles are often parked in such a manner as to occupy more than one demarcated parking space, limiting parking options for other citizens and visitors, and resulting in a safety hazard; and

WHEREAS, the Town, through its Town Council, has determined that it is in the best interests of efficiency and safety to prohibit, in the downtown traffic area, vehicle parking outside of established lines or other boundaries demarcating individual parking spaces, including the parking of vehicles in such a manner as to occupy more than one established parking space.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, THAT:

- (1) The above recitals are incorporated herein by reference.
- (2) The prohibition(s) established by this Ordinance shall apply to the two-hour maximum designated parking spaces (and four-hour maximum handicap parking spaces) located in the downtown traffic areas, as described in Chapter 74, Schedule IV of the Danville Code of Ordinances.
- (3) When the Town has authorized the placement and painting of lines or other boundary markers to demarcate parking spaces, it shall be unlawful to park any vehicle across such lines or boundary markers, or to park any vehicle in such a way that it is not within the area so designated by the lines or boundary markers. This prohibition includes, but is not limited to, the parking of vehicles in such a manner as to occupy more than one established parking space.
- (4) Violation of this Ordinance will result in a penalty as established in § 70.99 of the Danville Code of Ordinances.

(5) This Ordinance shall take effect upon adoption and publication.

ADOPTED by the Town Council of the Town of Danville, Indiana, on this 19th
day of August, 2019.

DANVILLE TOWN COUNCIL

FOR:

AGAINST:

_____	Mike Neilson	_____
_____	Tom Pado	_____
_____	Chris Gearld	_____
_____	Jim Phillips	_____
_____	Dennis Wynn	_____

ATTEST:

Jennifer Percy, Clerk-Treasurer

ORDINANCE NO. 26- 2019

AN ORDINANCE AMENDING SECTION 35.02(D) OF THE DANVILLE, INDIANA CODE OF ORDINANCES (FEE SCHEDULE- GENERAL ADMINISTRATIVE FEES)

WHEREAS, Section 35.02(D) of the Town of Danville (“Town”) Code of Ordinances (“Code”) sets forth various administrative fees for reports, permits, inspections, and the like; and

WHEREAS, the Town, through its Town Council, has determined that it is in the best interests of the Town to amend § 35.02(D) to reflect an updated fee schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, THAT:

- (1) The above recitals are incorporated by reference.
- (2) Section 35.02(D) of the Code (Fee Schedule- General Administrative Fees) is amended as reflected in Exhibit A to this Ordinance.
- (3) Notwithstanding Exhibit A and pursuant to Ind. Code § 5-14-3-8(f), the Town shall collect any certification, facsimile machine transmission, or search fee specified by statute or ordered by a court.
- (4) Prior Ordinances and sections of Chapter 35 of the Danville, Indiana Code of Ordinances are repealed only to the extent inconsistent with the terms of this Ordinance. Provisions consistent with this Ordinance and not repealed remain in full force and effect.
- (5) This Ordinance shall take effect upon adoption and publication.

ADOPTED by the Town Council of the Town of Danville, Indiana, on this 19th day of August, 2019.

DANVILLE TOWN COUNCIL

FOR:

AGAINST:

_____	Mike Neilson	_____
_____	Tom Pado	_____
_____	Chris Gearld	_____
_____	Jim Phillips	_____

_____ Dennis Wynn _____

ATTEST:

Jennifer Percy, Clerk-Treasurer

EXHIBIT A- 35.02(D) FEE SCHEDULE- GENERAL ADMINISTRATIVE FEES

Comprehensive plan	\$25
Zoning ordinance	\$25
Zoning or base map	\$10
Subdivision control ordinance	\$25
Construction standards	\$25
Transient merchant permit	\$25 per day
Specially called meeting (Plan Commission or BZA)	\$100
Parking space rental (south lot)	\$5 per month or \$60 per year
Law enforcement reports	As set in I.C. 5-2-8-2
Law enforcement recordings (in-car video or body camera video)	\$100
Photocopies of town documents (8 ½" by 11") —8.5" x 11" —8.5" x 14" —15" x 11" (computer paper)	\$0.05- \$0.10- black and white copy \$0.07- \$0.25- color copy \$0.10
Special photocopy requests	Pursuant to I.C. 5-14-3-8(d)
Photographs	As set in I.C. 5-2-8-2
Crash scene photographs	\$2.00 per disk
Handgun permits	As set in I.C. 35-47-2 \$10 for a four (4) year license, \$50 for a lifetime license (does not currently possess a valid Indiana handgun license), and \$40 for a lifetime license (currently possesses a valid Indiana handgun license), as fully set forth in I.C. 35-47-2-3.
Administrative fee	\$2
Accident reports (local only)	\$7 \$10
Vehicle inspection	\$5

Vehicle inspection/Vehicle Identification Number (VIN) checks (Town residents only)	\$5
Code of Ordinances	\$50
Stormwater technical standards	\$25
Fingerprinting for background check Fingerprint cards (Town residents only)	\$5
Credit card convenience fee	\$3
Background check request processing	\$3
Copy of background check	\$10 \$7
Danville Police training room	\$50 per day
Firing range (use by other Police Departments)	\$200 per calendar year allows two times per month, and \$25 each additional day per month \$300 per calendar year (this allows usage two times per month), \$25 for each additional day per month
Firing range (use by other Police Departments) cleaning and damage fee	\$250 maximum per year
For-profit party permit	\$250
First ordinance violation-maximum penalty	\$2,500
Second ordinance violation during a 12-month period-maximum penalty	\$5,000
Third and subsequent ordinance violations during a 12-month period- maximum penalty	\$7,500
All subsequent violations during a 12-month period	\$10,000
Notary service	FREE (to Town residents only)
Certification of documents	\$5 per document
Vehicle impound release	\$20 (regular business hours only)

Police Department application fee	\$25
--	-------------

ORDINANCE 27 - 2019

An Ordinance to amend Ordinance 25 - 2018 "2019 Salaries and Other Compensation for Officials, Employees and Appointees of the Town of Danville".

Whereas, the Danville Town Council approved and adopted Ordinance 25 - 2018 which established wages and salaries of employees of the Town of Danville;

Whereas, the original salary ordinance included a position for an Administrative Assistant; and an Asst. Town Manger/Planner, within the Town of Danville Administration.

Whereas, the original salary ordinance included a position for an Office Coordinator, within the Town of Danville Public Works.

Whereas, Section 9, can be amended; to adjust the position title and the salary range.

Now, Therefore, be it ordained that Ordinance 27 - 2019 be amended as follows:

DEPARTMENT	POSITION	EMPLOYMENT STATUS	WAGE/SALARY	PAY METHODS	FUNDING
Administration	Planner	Full - Time	\$2488.99	Bi-weekly Salary	35% General 30% Water 30% WWTP 5% Stormwater
Administration	Office Manager	Full - Time	\$17.43 - \$19.82	Per hour (80 hrs.)	55% General 10% Water 10% WWTP 25% Stormwater
Public Works	Administrative Assistant	Full - Time	\$17.43 - \$19.82	Per hour (70 hrs.)	50% General 10% Water 35% WWTP 5% Stormwater

So approved this 19th day of August 2019.

TOWN OF DANVILLE

Mike Neilson

Attest:

Jennifer I Percy, Clerk – Treasurer

Tom Pado

Jim Phillips

Chris Gearld

Dennis Wynn

Mark Morgan

From: Sherri Pressley <seventeenbetween@yahoo.com>
Sent: Wednesday, August 7, 2019 10:25 AM
To: Mark Morgan
Subject: Town Council Mtg.

Thank you for your time this morning and discussing with me the concerns over traffic flow and speeding in our lovely little town.

I would like to attend the next council meeting and continue this discussion. My concerns are as follows:

1. The town is not safely pedestrian, bicycle and in some-parts, handicapped accessible.
2. Speeding is a very big concern both through town and on side streets.
3. Lack of clearly marked School Zones
4. Inconsistent signage and special provisions

I am proposing stricter and more frequent enforcement of speeding. Enforcement of large trucks, passersby and residents. This could be a temporary thing with the purpose of raising awareness in the community that safety is a priority.

I propose a traffic study be expedited to address future development and progress of accessibility

I propose a designated school zone be established and if not already done, be clearly marked so that drivers are aware.

I propose that inconsistent signage be identified and corrected.

I look forward to meeting you and the council.

Respectfully yours,
Sherri Pressley

PS-the sidewalk adjacent to my home has had 2 safety cones sitting in a torn-up patch for nearly 6 months. Somebody should fix it.