

TOWN OF DANVILLE

Town Council Agenda **September 6, 2023 @ 7:00pm**

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes (x3)**
- IV. Public Comment – 3 minutes/person**
- V. Public Meeting**

- A. Wishes to be Heard: Military Banner Display for 2024 – Rhonda Beck/TM
- B. Wishes to be Heard: General Bond Counsel – Bose/McKinney
- C. RDC Budget Request for 2024 – Ben Comer
- D. RDC proposal to Establish EDA/TIF areas to support Economic Development on the Southeast portion of Danville – Ben Comer
- E. Baird Engagement Letter: Bond Commitment – Council Member Irby
- F. Petition to Appeal Tax Levy – Town Manager
- G. DDP Contract – Town Manager
- H. Chamber of Commerce Contract – Town Manager
- I. Marion Township Fire Contract - Town Manager
- J. MOU: D.R. Horton – Utilities Director
- K. Scope of Work (Addition #1): Bowen Construction – Utilities Director
- L. CER: North Interceptor - Utilities Director
- M. CER: Paving Project - Utilities Director
- N. RFP: Insurance Agent of Record and Timeline for Process – Town Manager

- VI. Staff and Council Comments**
- 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.

TOPIC SUMMARY

Approval of Minutes:

8/16/23: Work Study. *Will require a Vote.*

8/16/23: Council Meeting. *Will require a Vote.*

8/30/23: Work Study. *Will require a Vote.*

- A. Wishes to be Heard: Military Banner Display for 2024** – Rhonda Beck is requesting approval to hang military banners around town in 2024. This has been a highly successful and community supported program. *Will require a Vote.*
- B. Wishes to be Heard: General Bond Legal Counsel** – Representatives from Bose-McKinney will present information to attempt to obtain the Town's business for Bond Council for the upcoming GO Bond process. *Will require a Vote.*
- C. RDC Budget Request for 2024** – Ben Comer, president of the Redevelopment Commission, will present a request to fund their 2024 operating budget in the amount of \$60,000 to come from the EDIT fund. This is in keeping with similar annual requests. *Will require a Vote.*
- D. RDC Proposal to Establish EDA/TIF areas to Support Economic Development in Southeast portion of Danville** – Ben Comer, president of the Redevelopment Commission, will present information to establish an EDA/TIF in the area of C.R. 200 E and C.R. 75 S, to help fund the expansion of Wastewater Services to the area. This would increase the possibility of future growth and economic development. *Will require a Vote.*
- E. Baird Engagement Letter: Bond Management** – Council Member Irby would like the Council to decide if they would like to engage Baird & Co. for our GO Bond Management. *Will require a Vote. Please allow time for signatures if approved.*
- F. Petition to Appeal Tax Levy** – Town Manager will be seeking Council approval to start working on the DLGF "Report of Appealing Taxing Unit". This will allow the Town to recover funds to assist with our budget process. *Will require a Vote.*
- G. DDP Contract** – Town Manager will present the 2024 Downtown Danville Partnership Contract for review. Primarily the dollar amount will be the main topic of discussion. *Will require a Vote. If no changes and approved, please allow time for signatures.*
- H. Chamber of Commerce Contract** – Town Manager will present the 2024 Danville Chamber of Commerce Contract for review. Primarily the dollar amount will be the main topic of discussion. *Will require a Vote. If no changes and approved, please allow time for signatures.*
- I. Marion Township Fire Contract** – Town Manager will present the 2024 Marion Township Fire Contract for review. Primarily the dollar amount will be the main topic of discussion. *Will require a Vote. If no changes and approved, please allow time for signatures.*
- J. MOU: D.R. Horton** – Utilities Director will present an MOU to allow D.R. Horton to fulfill their fiscal obligations to the North Interceptor Project. *Will require a Vote. Please allow time for signatures if approved.*
- K. Scope of Work (Addition #1): Bowen Construction** – Utilities Director will present a contract for additional work on the North Interceptor Project with Bowen Construction. *Will require a Vote. Please allow time for signature if passed.*
- L. CER: North Interceptor** – Utilities Director will present a Capital Expenditure Request for the next phase of the North Interceptor Project based on the outcome of Item K. *Will require a Vote.*

- M. CER: Paving Project** – Utilities Director will present a Capital Expenditure Request to pave Northview Drive. This was not a budgeted project. However, circumstances have arisen that would allow for this project. *Will require a Vote.*
- N. RFP: Insurance Agent of Record and Timeline for Process** – Town Manager will present the final RFP for distribution. Also, the timeline for completion will be presented. *Will require a Vote.*

Staff and Council Comments

Claim Docket

Motion to Adjourn

-Bold Agenda Item

-Italicized items are for action needed

Mark Morgan

From: Rhonda Beck <rhondajb7408@yahoo.com>
Sent: Tuesday, August 1, 2023 10:59 AM
To: Mark Morgan
Subject: Military Banner Program Request for 2024-2025

Caution: This is an external email. Please take care when clicking links or opening attachments. If in doubt, please contact the helpdesk.

Mr. Morgan

Although, the 2023-2024 military banners were just placed a few short months ago, it is already time to start planning for 2024-2025 banners. Wa-Pe-Ke-Way Chapter, National Society Daughters of the American Revolution appreciates your support and partnership in this very popular program.

With calls continuing daily and as the list continues to grow of residents desiring to have a banner next year, we respectfully request permission to offer the military banner program in Danville for the 2024-2025 year. Banners would be mounted in May 2024 with removal May 2025. If permission is granted, there will be one slight change to the 2024-2025 banners. At the request of Andy Pitcher, Dept of Public Works, Danville banners will have wind slits.

Some town leaders have already contacted the chapter for continued participation. In addition to the 12 communities who partner with Wa-Pe-Ke-Way Chapter for the program, we have provided guidance and support to 8 other DAR chapters throughout the state to bring the program to their communities.

As you know, the process is lengthy and deadlines for submission to our printer for production is typically December 1st so they may be available in time. Therefore, we hope to have your response as soon as possible so that work can begin in September.

Our continued belief is this project is a benefit to all parties involved as it honors those area residents (past and present) who serve/served our country in the armed forces, provides an attractive banner at no cost to the towns, other than mounting and removal, and provides funds for Wa-Pe-Ke-Way Chapter, NSDAR (a non-profit) to give back to the communities.

After costs for production, any earnings allow us to continue to expand our programs, activities and events giving back to the communities, by honoring veterans, active military, area youth, conservation and restoration work in cemeteries, donating to schools, area assisted living and nursing facilities, the underserved and a plethora of other activities.

As we celebrate our 100th anniversary as a chapter, we are most proud that upon approval from our national society, with help from the banner program, we are purchasing and erecting a monument on the grounds of the County Courthouse dedicated to 23 Revolutionary War patriots known to be buried in the county and honoring area Civil War veterans. The design allows space for additional names to be added, as unfortunately going

forward in years to come, there may be other conflicts and causalities. All documentation has been submitted for approval to our national headquarters. We await their response for hopefully a spring dedication.

Please advise if permission is granted to continue the military program for 2024-2025 in Danville or if you need any additional information from our chapter. I would be happy to attend any Council meeting to answer questions.

Respectfully,

Rhonda Beck,

National Vice-Chair Membership Retention, 2022-2025

National Vice Chair, Membership East Central Division 2019-2022

INDAR State Organizing Secretary 2018-2021

Indiana DAR State Chair Service for Veterans 2021-2024

DAR State Chair Commemorative Events 2015-2018

Honorary Regent Wa-Pe-Ke-Way Chapter

Regent Wa-Pe-Ke-Way Chapter 2014-2018, 2022-2024

National Society Daughters of the American Revolution

317.268.6273 Home | 815.953.2101 Cell



Dennis Otten

317-684-5307

dotten@boselaw.com

Indianapolis

Profile

Dennis Otten is a partner in the firm's Public Finance and Utilities Groups, concentrating his practice in municipal finance, utility regulation and economic development. He advises municipalities, conservancy districts, corporations and regional districts on taxable and tax-exempt financings, proceedings for regulatory approvals before the Indiana Utility Regulatory Commission, and economic development matters, including tax abatements and tax increment financing. He received his B.A. from Indiana University and his juris doctorate, *cum laude*, from the Indiana University Robert H. McKinney School of Law – Indianapolis. He was the recipient of the Indianapolis Bar Association 2003 Young Lawyer of the Year Award and is a member of the Indiana State Bar Association, Indianapolis Bar Association, National Association of Bond Lawyers and the Indiana Municipal Lawyers Association. Dennis has provided numerous presentations on municipal finance and utility matters, including presentations before Accelerate Indiana Municipalities, Alliance of Indiana Rural Water, Indiana Waterworks Association and Indiana Rural Water Association.

Education

Indiana University Robert H. McKinney School of Law – Indianapolis (J.D., *cum laude*, 1998)

Indiana University (B.A., 1994)

Honors / Awards

Best Lawyers® 2016 Indianapolis Lawyer of the Year, Public Finance Law; *The Best Lawyers in America*® 2011-2023; Indianapolis Bar Association 2003 Young Lawyer of the Year Award

Appearances / Publications

"Summary of RDC Reporting Actions" Bose McKinney & Evans Client Alert (2019); "U.S. Security and Exchange Commission Changes to Rule 15c2-12" Bose McKinney & Evans Client Alert (2019); "Waterworks Rate Setting and Project Financing", Indiana Rural Water Association (2011, 2010); "Ensuring Adequate Revenues To Maintain Utilities", Indiana Association of Cities and Towns (2010); "Elimination of Outside City Subsidies", Indiana American Waterworks Association (2008); "Bond Issues and Accounting", Indiana Association of Cities and Towns (2008); "Current Trends in Rate Making", Indiana Association of Cities and Towns (2007); "Show Me the Money – How to Fund Your Project", Alliance of Indiana Rural Water (2007); "Basic Legal Concepts For Establishing Utility Rates", Indiana Bar Association (2006); "Waterworks Rate Increases", Indiana Rural Water Association (2006)

Appointments / Memberships

Member: National Association of Bond Lawyers; Indiana Municipal Lawyers Association; Boone County Economic Development Corporation Government Affairs Committee; former member, Indianapolis Bar Association (former chair of the Young Lawyer's Division); former member, Indiana State Bar Association (vice chair of Government Law Division, former board member of Utility Law)

Admissions

Indiana

Areas of Emphasis

Governmental Services and Public Finance / Greenways / Low Income Housing Tax Credit (LIHTC) Projects / Public Finance / Site Selection and Economic Incentives / State and Local Government / Stormwater / Utilities



J. Christopher Janak

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Phone: 317-684-5249

Fax: 317-223-0249

Address: 111 Monument Circle, Suite 2700, Indianapolis, IN 46204

Profile

Chris Janak is a partner in the Utilities Group and Governmental Services Group. Since joining Bose McKinney & Evans LLP in 1994, Mr. Janak has served as special and local counsel for many for-profit and nonprofit utilities, counties, regional districts, conservancy districts, municipalities, and other governmental entities throughout the State of Indiana.

Mr. Janak regularly represents utilities, private parties and governmental entities in proceedings before the Indiana Utility Regulatory Commission, Indiana Department of Environmental Management, Department of Natural Resources, Natural Resources Commission, and in state and federal courts. Mr. Janak has extensive experience representing and advising clients regarding rates and charges, bond issuances, acquisitions, the creation of private and governmental utilities and conservancy districts, annexation, wastewater regulations, litigation, contractual matters and development related issues.

In recent years, Mr. Janak has actively represented clients in a number of precedent setting cases involving utility rates, territorial disputes, utility procedures, the powers and duties of various utilities, the jurisdiction of different public service providers, and the rights and powers of municipalities, including annexation.

Mr. Janak is included in the *Best Lawyers in America*® in the area of water. He is a member of the Indiana State Bar Association, and is admitted to practice in the State of Indiana, and the United States District Courts for the Northern and Southern Districts of Indiana. Mr. Janak has on numerous occasions made presentations and provided counsel to the Indiana Regional Sewer District Association, Alliance of Rural Water Association, Indiana Rural Water Association and Accelerate Indiana Municipalities. Currently, he is general counsel to the American Water Works Association.

Education

Indiana University Robert H. McKinney School of Law – Indianapolis (J.D., 1994)
Wabash College (B.A., 1988)

Honors / Awards

Included in *The Best Lawyers in America*® 2009-2018

Appointments / Memberships

Member: Indianapolis and Indiana State Bar Associations; Indiana Municipal Lawyers Association; Boone County Economic Development Corporation Board of Directors, American Water Works Association (general counsel); Knights of Columbus

Admissions

Indiana



Quincy Cunningham

Vice President

317-684-5424

qcunningham@bosepublicaffairs.com

Profile

Quincy Cunningham is a vice president at Bose Public Affairs Group, where he works with the firm's government relations and strategic communications teams.

Prior to joining Bose Public Affairs Group, Quincy worked as chief of staff to Congressman Jim Baird, who serves Indiana's 4th Congressional district. As chief of staff, Quincy was responsible for leading both Washington, D.C., and Indiana operations. Additionally, Quincy served as spokesperson for the Congressman and advised on policy initiatives.

Prior to serving as chief of staff for Congressman Baird, Quincy worked in both senior official and political capacities for former Congressman Luke Messer, who served Indiana's 6th Congressional District. He has also worked in government affairs, representing clients in front of the Indiana General Assembly and various state agencies.

Education

Quincy is a graduate of Indiana University.

Appointments / Memberships

Active in his community, Quincy serves on the pathways committee for the Town of Zionsville, sits on the board of directors for Craine House and is a member of the young professionals council at Tindley Academy.

September 1, 2023

Town of Danville, Indiana
49 North Wayne Street
Danville, Indiana 46122

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated ("we" or "Baird"), we wish to thank you for the opportunity to serve as sole/senior bookrunning managing underwriter or placement agent for the Town of Danville, Indiana ("you" or "the "Issuer") on its proposed offering and issuance of \$1,500,000* General Obligation Bonds, Series 2023 (the "Securities"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement or placement agreement or term sheet to be entered into by the parties (the "Agreement") if and when the Securities are priced following successful completion of the offering or placement process. The Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities

1. Services to be Provided by Baird. Baird is hereby engaged to serve as sole managing underwriter or placement agent of the proposed offering and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering or placement and the Securities
- If underwriting, develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement or the private placement memorandum and other offering documents
- Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agency or agencies and in the development of strategies for meetings with the rating agency or agencies to obtain a rating for the Securities
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- If underwriting, inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- If underwriting, submit documents and other information about the offering to the MSRB's EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

Robert W. Baird & Co.
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Main 414 765-3500
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www.rwbaird.com

In addition, at the Issuer's request, Baird may provide incidental municipal advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing such advisory services in its capacity as underwriter or placement agent and not as a municipal advisor to the Issuer.

If Baird is acting as placement agent for the proposed issuance and the Issuer and Obligor is obligated under a current continuing disclosure agreement, the Issuer and Obligor will submit information about the transaction through EMMA's continuing disclosure service, if material, and provide details including, but not limited to, the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements. If the Issuer is not obligated under a current continuing disclosure agreement, Baird recommends that the Issuer and Obligor submit information about the transaction through EMMA's continuing disclosure service located in the continuing disclosure category of "Financial/Operating Data – Investment/Debt/Financial Policy."

2. Fees and Expenses. If Baird is acting as underwriter, Baird's proposed underwriting fee/spread will not exceed 1.00% of the principal or par amount Baird's underwriting or placement agent fee/spread will be determined by mutual agreement of the Issuer and Baird and will be reflected in the Agreement. If underwriting, the underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. If Baird is acting as a placement agent, Baird's placement agent fee shall not exceed 1.00% of the principal or par amount of the Securities issued.

Baird shall be responsible for paying other expenses it incurs in connection with the offering, including without limitation, CUSIP, DTC, MSRB, IPREO (electronic book-running/sales order system), and Municipal Advisory Council (Ohio MAC, Texas MAC, etc.) fees. The Issuer shall be responsible for paying all other costs of issuance, such as fees of bond counsel, issuer counsel, underwriter's counsel and disclosure counsel (if any); municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and official statement printing and mailing/distribution costs.

If Baird's efforts to undertake underwriting or placement of the securities exceeds the scope initially estimated, the Issuer agrees to engage in best efforts negotiation with Baird for fair adjustment of Baird's underwriting or placement agent fee/spread.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own conflicts of interest to disclose.

- Disclosures Concerning the Underwriter's or Placement Agent's Role:
 - MSRB Rule G-17 requires an underwriter or placement agent to deal fairly at all times with both issuers and investors.
 - An underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. A placement agent's primary role is to place or facilitate or arrange for the placement of the Securities by the Issuer and for the benefit of the Obligor with one or more purchasers in an arm's length commercial transaction. An underwriter or placement agent has financial and other interests that differ from those of the Issuer and Obligor.
 - Unlike a municipal advisor, an underwriter or placement agent does not have a fiduciary duty to the Issuer or Obligor under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- o The Issuer and/or Obligor may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's and/or Obligor's interest in this transaction.
 - o An underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, and, if all of the conditions to its obligations for the placement of the Securities have been satisfied, a placement agent has a duty to facilitate or arrange for the placement of the Securities at a fair and reasonable price to the Issuer and Obligor, but in each case an underwriter or placement agent must balance that duty with its duty to sell or arrange for the sale of the Securities to investors at prices that are fair and reasonable.
 - o A placement agent is not required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to facilitate or arrange for the sale of the Securities to one or more purchasers, each of which is a "qualified institutional buyer" or an "accredited investor," as defined in the Securities Act of 1933.
 - o An underwriter or placement agent will review the official statement, private placement memorandum or other offering documents for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:

The underwriter or placement agent will be compensated by an underwriting fee or discount or a placement fee that will be set forth in the Agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount or placement fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer or Obligor a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, the Obligor, certain Issuer and Obligor officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering or placement. Baird may also be engaged from time to time by the Issuer and/or the Obligor to manage investments for the Issuer and/or the Obligor (including the proceeds from the proposed offering or placement) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's and/or the Obligor's selection of Baird to serve as underwriter or placement agent on the proposed offering or placement of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer or for which the Obligor is an obligated party (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer or for which the Obligor is an obligated party (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer and/or the Obligor. Spouses and other family members of Baird associates may be employed by the Issuer and/or the Obligor.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering or placement. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to compensate Baird for the services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination. Moreover, if the Issuer terminates Baird's engagement other than as a result of Baird's gross negligence or willful misconduct and the Issuer completes an offering, placement or other financing for the same or substantially similar purposes as the proposed Offerings described herein within 12 months following such termination of Baird's engagement, the Issuer shall be responsible for paying Baird the underwriting fee or discount described in Section 2 above.

5. Indemnification; Limitation of Liability. The Issuer Obligor agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer or Obligor for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer Obligor shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to this letter, actions taken or omitted in connection herewith, the offering or placement materials, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct. Any Agreement executed in connection with the offering or placement of the Securities will contain indemnification provisions for the benefit of Baird, on terms consistent with industry standards.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Indiana. This letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering/placement, place announcements and advertisements or otherwise publicize a description of the offering/placement and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter or placement agent for the offering/placement. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

In addition, the Issuer and Obligor agrees that all opinions of counsel written in connection with the offering or placement of the Securities, including but not limited to those opinions from bond counsel and issuer counsel, will include Baird as an addressee or alternatively will be accompanied by letters from such counsel entitling Baird to rely on such opinions.

If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer Obligor by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering/placement. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with your proposed issuance and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Managing Director

Accepted this ____ day of _____, 20__

TOWN OF DANVILLE, INDIANA

By: _____

Title: _____

Disclosures of Material Financial Characteristics and Financial Risks of Proposed Offering of Fixed Rate Bonds

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter or placement agent for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain

period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of and interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate,

a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality's full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

Tax Increment or Tax Allocation Bonds

"Tax increment" or "tax allocation" bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer's full faith and credit or moral obligation.

Conduit Bonds

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the "borrower" or "obligor"). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

Charter School Bonds

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

Financial and Other Covenants

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor’s) credit ratings and may effectively limit your (or the obligor’s) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your (or the obligor’s) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

If your (or the obligor’s) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law

may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Continuing Disclosure Risk.

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

Department of Local Government Finance Report of Appealing Taxing Unit

The Department of Local Government Finance ("Department") has prescribed this template through which a petitioner supplies the information the Department requires pursuant to Ind. Code § 6-1.1-18.5-12(c). The required information must be filed with the Department on or before OCTOBER 19. Only submissions bearing postmarks (or a timestamp, if sent by email) of OCTOBER 19 or earlier will be considered. Completed submissions and additional questions about excess levy appeals should be directed to your [Budget Field Representative](#).

Note that Ind. Code § 6-1.1-17-3(a)(5) requires that any request for an excess levy appeal be advertised as part of the notice to taxpayers of the estimated budget. Failure to comply with Ind. Code § 6-1.1-17-3(a)(5) will be cause for denial.

All requests for consideration of an appeal must be specific. Please note that the Department will utilize reports from the budget certification process (Form 3, Fund Report, and Estimate of Miscellaneous Revenues) and the unit's submitted Annual Financial Report on Gateway during its review of an appeal application. If this information is not representative of your unit's current financial situation, please provide updated financial information and explanations as to the differences.

To submit a petition to the Department units will complete the following page, the individual page(s) applicable to the appeal(s), and the certification page. Petitions must also include any additional supporting documentation that contains an explanation or justification of the appeal and the appeal amount. Pursuant to Ind. Code § 6-1.1-18.5-12(a), the Department may deny an excess levy appeal on the basis that the unit has not provided an explanation that the unit will not be able to perform its government functions without an excess levy. The Department may also deny or modify an excess levy appeal on the basis that the unit has sufficient fund balances to allow it to carry out its governmental functions. Additionally, the Department will take circuit breaker credits into consideration when estimating fund balance amounts.

Pursuant to Ind. Code § 6-1.1-18.5-12(c), the Department reserves the right to conduct hearings, require any officer or member of the unit to appear before the Department, or require the appropriate unit official to produce relevant records or books in consideration of the appeal. The Department shall determine whether a hearing or production of records, or both, is necessary if, after an examination of the appeal and supporting information provided by the unit, the Department is unable to ascertain the unit's justification for the appeal or the appeal amount.

2024 AGREEMENT
BETWEEN THE TOWN OF DANVILLE
AND DOWNTOWN DANVILLE PARTNERSHIP

This is an agreement as of this ____ day of _____ 2023, 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 2024. 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, 2024, to December 31, 2024 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:

Partnership President

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President

Danville Clerk Treasurer

**2024 AGREEMENT
BETWEEN THE TOWN OF DANVILLE
AND
GREATER DANVILLE CHAMBER OF COMMERCE**

This is an agreement as of this ____ day of _____ 2023, 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 the 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

- I. 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 2024. Said dollar amount shall be paid in quarterly increments (March 31, June 30, 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

Under 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 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 THIRTEEN

Term

The term of this AGREEMENT shall extend from January 1, 2024 to December 31, 2024 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:

Chamber of Commerce Board President

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DANVILLE AND
MARION TOWNSHIP CONCERNING FIRE PROTECTION AND RESCUE
SERVICES**

WHEREAS, Ind. Code § 36-1-7 *et seq.* provides that governmental entities may enter into interlocal agreements to exercise authorized powers;

WHEREAS, the Town of Danville, Indiana ("Town") and the Marion Township Trustee and his/her Advisory Board ("Township") are Indiana political subdivisions, as defined in Ind. Code § 36-1-2-13; and

WHEREAS, the Town and the Township now desire to enter into this Interlocal Agreement ("Agreement") whereby the Town will furnish fire protection and rescue services on call to the Township.

NOW, THEREFORE, the Town and the Township hereby agree as follows:

1. Purpose. The purpose of this Agreement is for the Town and the Township to advance their mutual interest in and concern for the adequate provision of fire protection and rescue services within the Township.

2. Services and Consideration. The Town agrees to furnish fire protection and rescue services ("Services") on call to the Township. In consideration for provision of the Services, the Township agrees to pay to the Town the sum of thirty thousand dollars (\$30,000.00). Payment to the Town shall be made in two (2) equal payments of fifteen thousand dollars (\$15,000.00). Payments shall be paid from the Township's June 30, 2024 and December 31, 2024 distributions from the Hendricks County Auditor. •

3. Duration. This Agreement shall be effective on January 1, 2024 and shall bind the Town and the Township until December 31, 2024, or until termination pursuant to Section 8 of this Agreement.

4. Administration. This Agreement shall be administered through a joint board composed of representative(s) of the Town and representatives(s) of the Township. The Town's clerk-treasurer is responsible for receiving, disbursing, and

accounting for monies involved in this Agreement.

5. Staffing and Supplying. The Town agrees to furnish and pay for all equipment necessary for provision of the Services. Upon termination of this Agreement, all equipment previously provided shall remain property of the Town. The Town will supply the Town's fire and rescue personnel for provision of the Services.

6. Insurance. The Town shall be solely responsible for insurance, compensation, and other employment requirements for the Town's fire and rescue personnel, except those insurance requirements so specified by law which require shared costs.

7. Termination. This Agreement may be terminated by the Town or the Township upon ninety (90) days prior written notice to the other party.

8. Recording and Filing. Pursuant to Ind. Code § 36-1-7-6, before this Agreement takes effect, it must be recorded with the Office of the Hendricks County Recorder. Not later than sixty (60) days after this Agreement takes effect, it must be filed with the State Board of Accounts for audit purposes.

9. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10. Modification. This Agreement shall not be modified except by a written instrument executed by the Town and the Township.

11. Entire Agreement. This Agreement contains the complete and entire

agreement between the Town and Township concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Town and Township.

12. Notices. Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Town or the Township at the address listed below, or such other address as either party may designate in writing to the other party.

Town of Danville
Attn: Mark Morgan - Town Manager
49 North Wayne Street
Danville, IN 46122

Marion Township Trustee's Office
Attn: Glenn Klaum - Trustee
7699 West CR 100 North
Danville, IN 46122

TOWN OF DANVILLE

Attest:

Jennifer I. Percy, Clerk – Treasurer

David Winters

Nancy Leavitt

Chris Gearld

Greg Irby

Michael Chatham

TOWNSHIP TRUSTEE

TOWNSHIP BOARD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is made and entered into on this ____ day of _____, 2023, by and between D.R. Horton – Indiana, LLC, a Delaware limited liability company (“**Horton**”) and the Town of Danville, a town in Hendricks County, Indiana (the “**Town**”).

WITNESSETH:

WHEREAS, Horton is developing the subdivision known as Miles Farm in the Town (the “**Development**”), which Development consists of up to 958 residential dwellings, an Amenity Area and Neighborhood Business Parks, pursuant to that certain Concept Plan for Miles Farm – Planned Unit Development, dated June 16, 2021;

WHEREAS, the Town and Horton desire for the Development to be served by sanitary sewer provided by the Town;

WHEREAS, the Town currently is engaged in the construction and installation of sanitary sewer in the Town pursuant to that project known as the North Interceptor Sanitary Sewer Project (the “**Sewer Project**”);

WHEREAS, the Sewer Project is being constructed in three (3) phases;

WHEREAS, Phase 3 (“**Phase 3**”) of the Sewer Project extends sanitary sewer from Structure 43 to Structure 52 of the Town’s sanitary sewer system;

WHEREAS, Horton has agreed to contribute to the cost of Phase 3;

WHEREAS, Bowen Engineering Corporation has submitted a Guaranteed Maximum Price Proposal, dated May 4, 2023 (the “**Proposal**”), to the Town for the Sewer Project;

WHEREAS, per the Proposal, the total construction cost for Phase 3 of the Sewer Project is \$2,460,977.00;

WHEREAS, Horton has agreed to contribute to the Town, and the Town has agreed to accept from Horton, up to \$2,460,977.00 to be applied toward Phase 3 of the Sewer Project in accordance with the terms of this Memorandum;

NOW THEREFORE, Horton and the Town agree as follows:

AGREEMENT

1. Incorporation. The Recitals above are incorporated herein by reference.
2. Contribution. Horton shall pay to the Town the sum of Two Million Four Hundred Sixty Thousand Nine Hundred Seventy-Seven and No/100 Dollars (\$2,460,977.00), which sum shall be applied toward the cost of Phase 3 of the Sewer Project. Such payment shall be made (i) when Horton records the final plat of Section 2A of the Development, or (ii) June 1, 2024, whichever occurs first.
3. Savings and Overruns. The Town shall provide to Horton written evidence of the cost of labor and materials for Phase 3 as the Sewer Project progresses. In the event that the total cost of labor

and materials for Phase 3 is less than \$2,460,977.00, the Town shall remit to Horton such savings within ninety (90) days after the completion of Phase 3. In the event that the total cost of labor and materials for Phase 3 exceeds \$2,460,977.00, the Town shall be responsible for such excess cost.

4. Sanitary Sewer Service to the Development. The Town agrees that it shall complete the Sewer Project in the timeframe necessary for the Town to provide sanitary sewer service to the Development as Horton requests building permits for the construction of dwellings in the Development, subject to Horton's payment of any applicable sewer tap fees.

5. Applicable Laws. This Memorandum shall be subject to, governed by, and construed under the laws of State of Indiana.

6. Severability. The illegality, invalidity, or unenforceability under law of any covenant, restriction, condition or other provision of this Memorandum shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Memorandum.

7. Notice. All notices, requests or other communications hereunder shall be effective upon receipt, shall be in writing and shall be delivered in person or by first class or certified mail, postage prepaid, by overnight courier service or by electronic mail to the parties at the following addresses or at such other address as either party may hereafter furnish to the other in accordance herewith:

If to Horton:

D.R. Horton – Indiana, LLC
9210 N. Meridian Street
Indianapolis, Indiana 46260
Attn: Matt Dunn, Division President - Indianapolis
Email: mjdunn@drhorton.com

If to the Town:

Town of Danville
49 N. Wayne Street
Danville, Indiana 46122
Attn: Mark Morgan, Town Manager
Email: mmorgan@danvilleindiana.org

8. Authority. Each person signing this Memorandum on behalf of a party represents that he/she is duly authorized to do so, and that when executed, this Memorandum shall be the duly executed, valid and binding agreement of such party.

9. Entire Agreement. The Parties agree that this Memorandum represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous communications, representations, whether written or oral, relating to the subject matter of this Memorandum. This Memorandum may be modified only by written amendments signed by the Parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties on the date written above.

“Horton”

D.R. Horton, Indiana, LLC, a Delaware
limited liability company

By: D.R. Horton, Inc. – Midwest, a California
corporation, Its Sole Member

By: _____

Name: _____

Title: _____

“Town”

Danville Town Council

David Winters, President

Nancy Leavitt, Vice-President

Greg Irby

Michael Chatham

Chris Gearld

To: Bowen Engineering Corp.
8802 North Meridian St.
Indianapolis, IN 46260

SCOPE ADDITION NO. 1

Date: _____

Project Name: Improvements to the North Interceptor

**Guaranteed Energy Savings Performance Contract
Original Agreement Dated 4/6/23**

I. You are hereby requested to comply with the following changes from the contract plans and specifications.

ITEM	AMOUNT
Add: Scope Description	\$400,000

II. The following is to be added to Exhibit A under "Scope of Work"

- Installation of 30" gravity sanitary sewer from MH32 to MH 36 including all lateral tie in locations and decommissioning of the existing sewer and manholes. This work also includes clearing of all of phase II from MH 32 to MH 43.

The changes result in the following adjustment of Contract Price:

Original Contract Sum	\$ 5,000,000
Scope Addition No. 1 Sum	\$ 400,000
New Contract Sum including this Scope Addition	\$ 5,400,000

The above modifications are recommended:	The above modifications are accepted:	The above modifications are approved:
Construction Engineer Banning Engineering	Contractor Bowen Engineering Corp	Owner Town of Danville
By _____	By _____	By _____
Phone _____	Phone (317) 842-2616	Phone _____
Date _____	Date _____	Date _____

REQUESTING DEPARTMENT:

Wastewater

FUNCTION OR NEED OF REQUESTED PURCHASE:

Installation of 30" Gravity sewer main from MH32 to MH36 including all lateral tie in and all tree clearing for phase II

FINANCIAL ANALYSIS:

COST PER ITEM	\$ -
# OF ITEMS REQUESTED	0
TOTAL AMOUNT REQUESTED	\$ 400,000.00

PURPOSE OF REQUEST

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM?

IF YES, AVERAGE EXPECTED ANNUAL CHANGE

COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):**OTHER CONSIDERATIONS:**

IS RENOVATION REQUIRED
 IS ADDITIONAL SPACE NEEDED
 EXPECTED LIFE YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	<input type="text"/>
RAINY DAY (510)	<input type="text"/>
EDIT (102)	<input type="text"/>
GENERAL ()	<input type="text"/>
6201-5-500-43130	\$ 400,000.00

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST:

Yes / No

IMPORTANT:

All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review
Comments:

COUNCIL NOTES:

REQUESTED BY: Tony Kirkpatrick

DATE 8/31/2023

To: **Bowen Engineering Corp.**
8802 North Meridian St.
Indianapolis, IN 46260

SCOPE ADDITION NO. 1

Date: _____

Project Name: Improvements to the North Interceptor

Guaranteed Energy Savings Performance Contract
Original Agreement Dated 4/6/23

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Scope Addition No. 1 Sum	\$ 400,000
New Contract Sum including this Scope Addition	\$ 5,400,000

The above modifications are recommended:	The above modifications are accepted:	The above modifications are approved:
Construction Engineer Banning Engineering	Contractor Bowen Engineering Corp	Owner Town of Danville
By _____	By _____	By _____
Phone _____	Phone (317) 842-2616	Phone _____
Date _____	Date _____	Date _____

REQUESTING DEPARTMENT: Stormwater**FUNCTION OR NEED OF REQUESTED PURCHASE:**

Mill and Resurface Northview Drive and Wedging Centerline for Drainage

FINANCIAL ANALYSIS:

COST PER ITEM	\$41,797.25
# OF ITEMS REQUESTED	1
TOTAL AMOUNT REQUESTED	\$41,797.25

PURPOSE OF REQUEST Repair**REVENUE IMPACTS:**IS THIS A REVENUE PRODUCING ITEM? NoIF YES, AVERAGE EXPECTED ANNUAL CHANGE N/A**COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):**

This is an Existing Local Road that will reduce maintenance for both the Street Department and Stormwater Department.

OTHER CONSIDERATIONS:

IS RENOVATION REQUIRED no
 IS ADDITIONAL SPACE NEEDED no
 EXPECTED LIFE 15-20 YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	
RAINY DAY (510)	
EDIT (102)	
GENERAL ()	
Stormwater Utility (6501-5-500-44950)	

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR
 APPROPRIATIONS FOR THIS FUNDING FIRST: Yes

IMPORTANT:

All requests must
 be submitted to the
Town Manager
and Clerk-
Treasurer at least
 7 days prior to the
 next Council
 meeting to be
 included on the
 agenda for Council
 consideration.

Budget Review
 Recommendation:
 Town Manager &
 Clerk-Treasurer
 Approve, Disapprove,
 Further Review
 Comments:

COUNCIL NOTES:REQUESTED BY: Stormwater DepartmentDATE

Pavement Maintenance Proposal

Project:

Danville Street
8 Northview Dr
Danville, Indiana 46122



Charlie Moore
Senior Sales Executive

Service Provider Information

Company Info



Howard Companies
2916 S. Kentucky Ave
Indianapolis, IN 46221

P: 317849-9666

F: 317-570-4317

<http://www.howardcompanies.com>

Contact Person

Charlie Moore
Senior Sales Executive
cmoore@howardcompanies.com
Cell: 317-281-6866
Office 317849-9666

About Us

Solving Problems in Pavement Design, Maintenance, & Construction

Howard Companies, an Indianapolis-based diversified asphalt, concrete, site preparation and transportation company operating in central Indiana and surrounding areas, has been in operation since 1960 under the Harding Group name.

Our focus remains on building lasting relationships by consistently delivering integrity, trust, value, customer service, and a superior product. Through our use of the most up-to-date technologies, we are able to provide both speed and accuracy in quotation as well as pavement maintenance plans that will provide you with exactly what you need when you need it. As an asphalt manufacturer and supplier, you can expect quality materials delivered on time and with guaranteed quality control. This is our promise to you!

The enclosed proposal will demonstrate our understanding of your project expectations.

Unit Cost

1. The unit cost for 3" milling is \$4.00 per syd. The unit cost for 2" surface is \$161.75 per ton.

Mill and Resurface Asphalt Pavement

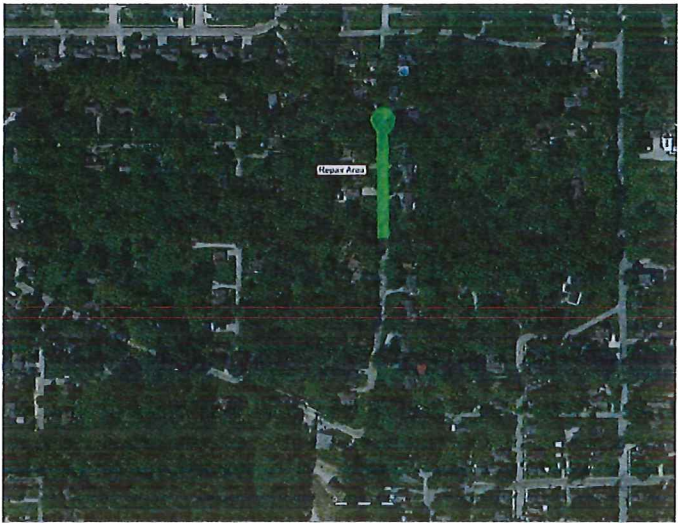
1. Area based on approximately 1,917 square yards: We will mill existing pavement to an average depth of 3 inches. Millings will be hauled from site.
2. We will clean the pavement of loose material and haul from site.
3. We will apply AE-T (tack) material to pavement to enhance proper bonding.
4. **Asphalt Surface Course:** We will furnish and install an average depth of 2 inches of 9.5mm HMA Surface compacted in place. With all work being completed in an estimated 1 phase(s).

Total Price: \$41,797.25

 See Below Images

Mill and Resurface Asphalt Pavement

Repair Area



Image



Image



Price Breakdown: Danville Street



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on August 29, 2023. **Job Number:** 23-4281

Item	Description	Map Area	Cost
1.	Mill and Resurface Asphalt Pavement	Green	\$41,797.25
Total:			\$41,797.25

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options. **Payment by credit card** will be accepted. A 3% Processing Fee will be added to the account for all payments utilizing a credit card. Progress invoices will be issued and payment for same expected, as the various stages of the scope of work are completed.

Date: _____

Dick Whicker | Senior Project Manager
Colliers
241 N Pennsylvania Street
Indianapolis, Indiana 46204
dick.whicker@colliers.com
C: 317-460-9800
O: 000-000-0000

Charlie Moore | Senior Sales Executive
Howard Companies
2916 S. Kentucky Ave
Indianapolis, IN 46221
E: cmoore@howardcompanies.com
C: 317-281-6866
P: 317849-9666
F: 317-570-4317
<http://www.howardcompanies.com>

Contract Terms & Conditions

1. Howard Companies reserves the right to progress bill for work completed.

Howard Companies Bid Qualifications

1. ****The current volatility in the materials markets prevents us from guaranteeing both 2023 completion and the above price. Should the previously mentioned conditions prevent us from completing the above work in 2023, Howard Companies will reprice the contract to reflect the underlying cost changes to us. Certain vendors of Howard Companies are not extending firm pricing, which creates the inability to provide firm pricing to you the customer, should the scopes not be completed in 2023.****
2. This proposal is valid for fifteen days.
3. Quote based on work being performed during the 2023 season.
4. **Due to existing conditions, 100% drainage cannot be guaranteed.**
5. We are not responsible for inadequate subgrade upon removal of asphalt.
6. Due to condition of existing pavement, we cannot warrant against reflective cracks developing through the new surface.
7. Quote is based on scope and quantities set out above. Any additional work, if required, will be quoted upon request.
8. Provision for access to entire work area to be arranged by property manager/owner.
9. Property manager/owner shall be responsible for removing any vehicles or other obstructions in the area of the work. There will be an additional charge if the area is not cleared and results in a delay in the completion of our work.
10. All workmanship and materials are guaranteed to meet the project requirements for a period of one year.
11. Quote based on work being performed on weekdays.
12. Pictures and videos of the project and premises may be taken for Howard Companies to verify work performed as well as promotional purposes.
13. Any required applications, permits, or approvals are to be obtained by the property manager/owner.
14. Howard companies will contact Indiana Underground Services to locate existing utilities. Any non-member utilities, (site lighting, irrigation, security systems, etc.) are the responsibility of the owner to have located. We are not responsible for damage to underground utilities undetected, incorrectly located, unforeseen, or unmarked, including site lighting, irrigation, security systems, etc.
15. Quote based on one mobilization. Additional mobilizations at additional charge.



REQUEST FOR PROPOSAL (RFP)

Agent of Record

for

Property, General Liability, and Worker's Compensation Insurance

Due Date — 1:00 PM, Wednesday, September 22, 2023

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Mark R. Morgan— Town Manager

Town of Danville

49 North Wayne Street,

Danville, IN 46122

Phone: 317-745-4180 ext. 1001

The Town of Danville is an Equal Opportunity Employer

A great place to spend an hour or a Lifetime.

Send your completed proposal to The Town of Danville
49 N Wayne Street, Danville, IN 46122
[e-mail: mmorgan@danvillein.gov](mailto:mmorgan@danvillein.gov)

Town of Danville - Request for Proposal

Insurance agent of Record for property, casualty, and workers compensation

To: Interested Insurance Agents

Date: September 6, 2023

From: Mark R. Morgan

Subject: Request for Proposal

Your firm is invited to submit information for providing services for acquiring property, casualty, and workers compensation insurance for the Town of Danville, Indiana.

Attached to this memo are the following:

- a) Scope of Services
- b) Agent Selection Questionnaire

Seven (7) copies (10 pages maximum) of your responses to the Agent Selection Questionnaire must be mailed or delivered to:

Town of Danville
Attn: Mark Morgan
49 N. Wayne St
Danville, Indiana 46122
mmorgan@danvillein.gov

Deadline for submission is 1:00 PM on 9/22/23.

Thank you for your interest.

The Town of Danville is issuing a Request for Qualifications for the purpose of evaluating professional services relating to the coverages and protections available in the insurance market. THIS IS NOT A REQUEST FOR PROPOSALS OR QUOTES. Town of Danville is reviewing our current insurance service agreement, and lines of coverage to ensure adequacy for the risk we face as a municipality. Specifically, we're reviewing our General Liability, Casualty, Auto, Workers Compensation and Professional Liability lines with coverages as outlined below:

General Liability
Automobile Liability
Umbrella Liability
Workers Compensation and
Employers' Liability
Public Officials Liability
Employment Practices Liability
Law Enforcement Liability

Please provide answers to the following. We ask that proposals are professional but focus on value offered. Where possible, please do not exert extra time on heavy marketing.

1. Briefly describe your firm's history and background.
2. How many municipal entity clients does your agency handle?
3. What levels of service do you provide when managing the Insurance needs of your clients?
 - a. Explain the services, expertise and resources available to your insurance clients.
 - b. What are your risk management capabilities?
4. What size clients does your firm generally support?
5. Describe your service philosophy and the approach taken in working with your client throughout the year. What does your agency consider as the most important factors in working with an insurance carrier when designing coverage and selecting an insurance partner for your clients?
6. Describe what makes your firm uniquely qualified to work on our account.
7. Provide an example of how your firm is taking a leadership role within the industry as well as an expertise around servicing public entities?
8. What is your client retention percentage for the last 5 years? Why do clients leave your organization?
9. Describe the proposed team that would work with Town of Danville and provide information about the qualifications, number of clients managed and expertise of each team member, experience with various G/L, Auto, P/L lines of coverage.
 - a. Please elaborate regarding the team: Names, job descriptions and level of experience would be appreciated.
 - b. Describe the structure of the team that would be assigned to our program.
 - c. Why would you be the perfect partner for our company?
 - d. How do you ensure customer satisfaction?
11. How can you help us develop cost projections tied to our town's goals? What resources will you bring to bear to assist in maximizing the cost efficiencies of the placement of insurance coverage and services? Are these organic resources?

12. How will you help us with the competitive marking and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?

13. In an ideal world, what creative approaches and techniques would you recommend for us to generate significant savings over the next 5 years? What tools would you use to help develop and sustain a long-term strategic plan.

14. Provide a Certificate of Insurance outlining your company's Errors and Omissions insurance coverage.

15. What is the fee that you're proposing for this service?

16. How are your fees calculated? Is it a commission based or flat fee model? Is a contract required?

17. Do you have a relationship with Great American Insurance Company and if so, how would you describe it?

18. Provide three references from current clients, preferably of similar size and/or needs and complexity to Town of Danville. For each reference please include:

- a. Number of employees
- b. Length of servicing relationship
- c. Contact name, title, and phone number

Selection Criteria:

Finalists will be selected based on, but not limited to, the following criteria:

- 1. Quality and level of expertise and experience.
- 2. Level of experience of firm and staff involved in the day-to-day servicing of our account.
- 3. Demonstrates the ability to maintain responsive and timely service.
- 4. Ability to share benchmarking data related to the municipal space.
- 5. The flexibility to facilitate anticipated and unanticipated future process changes.
- 6. Positive reference checks and demonstrating success with similar clients.

Timeline	Activity	Date
	RFP Distribution	September 6, 2023
	RFP Response Due	September 22, 2023
	Proposal Review	September 25, 2023
	Council Presentation	October 4, 2023
	Select Broker/Consultant	October 18, 2023

Agents that complete all documents and timelines will be asked to appear before the Danville Town Council on October 4, 2023. Times will be announced once all applications are received. Each applicant will be given approximately 10 minutes to make their presentation. Council reserves the right to ask questions during the process. Applicants will be notified when the Council makes a choice of Agent of Record.