

TOWN OF DANVILLE

Town Council Agenda

April 17, 2024

7:00 PM

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes**
- IV. Public Comment** – 3 minutes per person
- V. Public Meeting**
 - A. Wishes to be Heard: Street Closure – Destination Danville/Code Enforcement
 - B. Wishes to be Heard: Fee Waiver – Destination Danville/Code Enforcement
 - C. Resolution 7-2024: Fiscal Plan for Annexation – Town Planner
 - D. Ordinance 6-2024: Request for Super-Voluntary Annexation – Town Planner
 - E. Ordinance 8-2024: Summer Sewer Rates – Clerk/Treasurer
 - F. Ordinance 9-2024: Fee Structure – Assistant Town Manager
 - G. Ordinance 10-2024: Request for Super-Voluntary Annexation (Introduction) – Town Planner
 - H. Ordinance 11-2024: Request for Super-Voluntary Annexation (Introduction) – Town Planner
 - I. Conflict of Interest Form – Town Manager
 - J. Resolution 10-2024: Bad Debt Write-Off – Clerk/Treasurer
 - K. Request for Service: Finance/Payroll & Utility Billing Contract – Clerk/Treasurer
 - L. Discussion on Widening of C.R. 200 E at Rail Crossing – Town Manager
- VI. Staff and Council Comments**
- VII. Claim Docket**
- VIII. Payroll Docket**
- IX. 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:

4/3/24: Council Meeting. *Will require a Vote.*

- A. Wishes to be Heard: Street Closure** – Representatives from Destination Danville Festival will present a request for a street closure on June 1, 2024. This will be for their annual event on the square. *Will require a Vote.*
- B. Wishes to be Heard: Fee Waiver** – Representatives from Destination Danville Festival will present a request to have fees associated with their annual event waived by the Council. *Will require a Vote.*
- C. Resolution 7-2024: Fiscal Plan for Annexation** – Town Planner will present a fiscal impact plan for the proposed annexation of property located at 186 South C.R. 400 East as presented in Ordinance 6-2024. *Will require a Vote.*
- D. Ordinance 6-2024: Request for Super-Voluntary Annexation (Adoption)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 186 South C.R. 400 East. The petitioners are Clyde Orr & Louis and Shiela Jones. A timeline of the annexation process has been included in the packet. This has met all timeline requirements and is up for adoption tonight. *Will require a Vote.*
- E. Ordinance 8-2024: Summer Sewer Rates** – Clerk/Treasurer will present an ordinance to establish the 2024 Summer Sewer Rates for users the have sprinklers for watering. Staff are requesting to suspend the rules to act on this matter tonight. Will require a unanimous vote of all in attendance to suspend the rules and then 2/3 to pass the ordinance. *Will require a Vote.*
- F. Ordinance 9-2024: Fee Structure** – Assistant Town Manager will present an ordinance that will outline new fee structures for Town Services. This was put together by Department Heads after reviewing old fees. This is up for introduction only tonight. *Requires no further action.*
- G. Ordinance 10-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 571 North Washington Street. The petitioners are James and Pamela Bryndal. A timeline of the annexation process has been included in the packet. This is up for introduction only tonight. *Requires no further action.*
- H. Ordinance 11-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 2990 Lynwood Drive. The petitioners are Richard and Rosalind Needham. A timeline of the annexation process has been included in the packet. This is up for introduction only tonight. *Requires no further action.*
- I. Conflict of Interest Form** – Town Manager will present a conflict of interest form for an employee that also works for a towing company that does business with the Town. *Will require a Vote.*
- J. Resolution 10-2024: Bad Debt Write-Off** – Clerk/Treasurer will present a resolution for Debt Write-Off of Utility accounts that are non-collectable due to various reasons. This is an annual process. *Will require a Vote.*
- K. Request for Service: Finance/Payroll and Utility Billing Contract** – Clerk/Treasurer will present contract proposals to change providers of Finance and Payroll reports along with Utility Billing. *Will require a Vote.*
- L. Discussion on Widening of C.R. 200 East at Rail Crossing** – Town Manager will be seeking consensus to continue moving forward with negotiations with INDOT for the widening of C.R. 200 E at the Rail Crossing south of U.S. 36. An update will be provided.

Staff and Council Comments

Claim Docket

Payroll Docket

Motion to Adjourn

Council Members are requested to sign documents after the close of the meeting



APPROVED

Town of Danville Administration
49 N Wayne St, Suite 120
Danville, IN 46122
Phone: (317) 745-4180

TOWN OF DANVILLE

SPECIAL EVENT/FOR-PROFIT PARTY APPLICATION

Minimum 30-Day Notice Prior to Event Date

Note:
For all questions or concerns
relating to special events, please
contact Blaine Rout in Town
Administration.
Email: brout@danvillein.gov
Phone: 317-745-4180 ext 1004

GENERAL EVENT INFORMATION

Event Name: Destination Danville Festival
Event Location: Courthouse Square

Event organizer has permission of property owner to host this event on his/her property.
(Letter granting permission is attached/included.)

Event Date(s): June 1st Event Hours of Operation: 12pm - 12am Festival 4-10

Set-Up for Event: Date(s): June 1st Hours: 12pm - 4pm

Dismantling Event: Date(s): June 1st Hours: 10pm - 12am

Alternate Date (if applicable): _____ Admission Fee (if applicable): _____

Estimated Attendance: 4,000 Private or Public Event: Public

Type of Event: (Check all that apply)

- | | | |
|------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Car Wash for Fundraising |
| <input type="checkbox"/> Sporting Event/Run/Walk | <input checked="" type="checkbox"/> Arts and Craft Fair | <input type="checkbox"/> Circus |
| <input type="checkbox"/> Raffle | <input type="checkbox"/> Concert | <input checked="" type="checkbox"/> Grand Opening |
| <input type="checkbox"/> Carnival/Rides | <input type="checkbox"/> Fundraiser/Charitable Event- | |
| <input checked="" type="checkbox"/> Annual/Recurring Event | <input type="checkbox"/> Other, please describe: _____ | |

General Description of Event: Vendor festival w/ food trucks, music and local breweries and distilleries

ORGANIZATION INFORMATION

Sponsoring/Planning Organization: Sarah Kentz & Jessica Cottogno

Organization is registered with the State of Indiana as a Non-Profit Organization

Address: 51 W Marion St. Danville IN 46122

Phone: 317-258-0837 Email: destinationdanville@gmail.com

Web Site: destinationdanvillefestival.com

Event Manager: Sarah Kentz & Jessica Cottogno

Address: 51 W Marion St

Phone: 317-258-0837 - Sarah Cell Phone: 317-260-9074 - Jess

*Email: destinationdanville@gmail.com

Onsite Contact: Patricia Robinson Phone: _____

Address: _____

Cell Phone: 317-947-10909 Email: _____

Permit No. SEP 24-102 (to be completed by staff)

TOWN OF DANVILLE

Please check all that will apply to your special event. If you are unsure, please checkmark and add any necessary notes/comments.

- PROPOSED LAYOUT AND/OR ROUTE INCLUDED *(Mandatory)*
- SECURITY PLANS *(Mandatory)*
- TRAFFIC CONTROL/EMERGENCY EVACUATION PLANS *(Mandatory)*
- STREET CLOSURES (DPW)
- MUSICAL ENTERTAINMENT (Bands, DJ)
- OTHER ENTERTAINMENT (Rides, inflatables, etc.) _____
- MASS GATHERING (OVER 5000 PEOPLE)
- TENT(S) OVER 200 SQUARE FEET
- FOOD VENDOR(S)
- LIQUOR- SOLD OR GIVEN AWAY
- MERCHANDISE/CRAFT VENDORS
- COURTHOUSE LIGHTING (STRING LIGHTS)

Fees:

- \$100 Per Road - Street Closures
- \$200 Non-Refundable Fee - For-Profit Parties ****Only For Events That Charge For Admission****
- \$50 Non-Refundable Admin Fee

Total Assessed Fees: \$350⁰⁰ (to be completed by staff)

The undersigned affirms under penalty for perjury that the answers, representations and information provided in this application are true and correct. Furthermore the undersigned agrees to abide by all ordinances and law regulating the described activities.

S. Feunz
Signature
Sarah Feunz

Name Printed
Town of Danville Administration
Special Event/For-Profit Party Application

4.14.2024
Date

Permit No. SEP 24-102 (to be completed by staff)

TOWN OF DANVILLE

Special Requests & Notes

- TRASH CANS
- picnic tables
- string lights on - canopy lights
- power outlets around the square fixed on -
COURT house & town
- ^{no} parking signs posted - 24hrs in advance

Additional Information Regarding Events

- For information regarding the downtown community and potential opportunities, please reach out to the Executive Director of the Danville Downtown Partnership, Beth Ann Holmes, at danvillepartnership@gmail.com.
- For logistical issues including parking enforcement, especially if it impedes street closures, reach out to Blaine Rout in Town Administration and/or the Police non-emergency number.
- Regarding trash, event organizers are responsible for can liners on the garbage bins within the event space. Please use 45 gallon liners. In instances where excessive trash is left after an event ends, the Event Planner/Organization will be invoiced the labor hours for cleanup per the Town's Fee Schedule. Contact Public Works for additional questions.
- For any property/equipment that is loaned to the Event Planner, a "Loan-Out Agreement" form must be signed with the Department of Public Works.
- Mobile Food Vendors (Food Trucks/Carts) have additional requirements in regards to their operation. They are exempt from permit requirements if part of an event, but must still abide by ordinance. The most notable requirement is that mobile food vendors must provide their own trash can for customer use. For additional information, reach out to Blaine Rout in Town Administration.

DESTINATION DANVILLE

FESTIVAL

ROAD CLOSURE AROUND THE
SQUARE

SATURDAY ~~JUNE 1ST, 2024~~
June 1st, 2024

12PM-11PM

FESTIVAL HOURS 4-10

MARION STREET

WASHINGTON STREET

COURTHOUSE

JEFFERSON STREET

MAIN STREET/36

SECURITY PLAN FOR DESTINATION DANVILLE

DPD WILL 'PATROL WHEN POSSIBLE' DURING EVENT HOURS. WE WILL ALSO HAVE AN OFF-DUTY OFFICER ON SITE DURING EVENT HOURS.

EVACUATION PLAN FOR DESTINATION DANVILLE

IN THE EVENT WE WILL NEED TO EVACUATE ATTENDEES TO THE FESTIVAL, AN ANNOUNCEMENT WILL BE MADE OVER OUR LOUD SPEAKERS AND FESTIVAL GOERS WILL BE ASKED TO EXIT THE SQUARE USING THE SOUTH, EAST AND WEST SIDE STREETS.

TRAFFIC CONTROL FOR DESTINATION DANVILLE

TRAFFIC CONTROL WILL BE IMPLEMENTED USING THE STREET DEPARTMENT SIGNAGE AND BLOCKADES AS IN PAST YEARS.

** Proposed - Requesting Fee Waiver **

Sign Permit

Town of Danville
49 N Wayne St.
Danville, TN 46122
(317) 745-4180

Permit Number:
20240248



Job Location: 802 PHI DELTA KAPPA DR &
City, State, Zip: Danville, IN 46122
APN: 17-2-10-51W-200-026
Use Type:
Work Type:
Construction Area (Sq.Ft): 0

Permit Type: Sign
Date Issued:
Expiration Date: 06/01/2024
Subdivision:
Lot No.: 0
Total Valuation: \$0

Job Description: "Destination Danville Festival" - 3X12 Banner. Display dates are from 05/17 - 06/01.

Applicant Name: Sarah Fentz
Address: 51 W Marion St
City, State, Zip: Danville, TN 46122
Phone: 317-258-0837
Email:

Owner: Phi Delta Kappa-Gamma Theta Ch
Address: 802 PHI DELTA KAPPA DR
City, State, Zip: Danville, IN 46122
Phone:
Email:

Contractors:

Fee	Amount	Payment Date	Amount
Signs - Banners	\$50.00		
Total Fee: \$50.00			Total Paid: \$0.00

It is hereby certified that the above use as shown on the plats and plans submitted with the application conforms with all applicable provisions of the Town of Danville Zoning Ordinance. The issuance of this Permit does not allow the violation of Town of Danville Zoning Ordinances or other governing Regulations.

Affidavit of Applicant

- No work shall be started before an Improvement Location Permit has been issued per §150.06 of the Danville Town Code. No work may continue if the permit has been destroyed, lost or stolen. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction be fined in any sum not less than ten dollars (\$10) nor more than twenty-five hundred dollars (\$2500) and in addition shall pay all costs and expenses incurred in bringing about such conviction.
- The building permit shall be posted in a conspicuous location, visible from the street, on the premises, and shall remain in place during the entire period of construction.
- The building permit becomes void if no construction has begun or if an inspection has not been performed within a year from date of issue.
- If any changes or deviations are made from the original application, the permit shall be amended, or a new permit may be required.
- The undersigned shall be responsible to schedule all building inspections.
- The structure shall not be occupied until all inspections have been made and approved and a Certificate of Occupancy or Completion has been issued.
- The undersigned owner or agent understands the approval of this application does not constitute a privilege to violate any applicable governmental ordinances, codes, or laws. In addition, any commission or misrepresentation of fact, with or without intention of the undersigned, or any alteration or change from this application without approval of the Town of Danville, shall constitute sufficient grounds for the revocation of any permit issued which was based on the approval of this application.

Building Department Signature

04/05/2024

Date

RESOLUTION NO. 7-2024

**A FISCAL POLICY RESOLUTION
FOR ANNEXING CONTIGUOUS TERRITORY
TO THE TOWN OF DANVILLE, INDIANA**

**Clyde Orr & Louis and Sheila Jones
Super-Voluntary Annexation**

WHEREAS, Ind. Code § 36-4-3-3.1 requires that the municipality has developed a written fiscal plan and has established a definite policy, by resolution of the legislative body that meets the requirements set forth in Ind. Code § 36-4-3-13(d), prior to annexing property under Ind. Code § 36-4-3; and

WHEREAS, it is the desire of the Town Council of the Town of Danville, State of Indiana, to provide such written fiscal plan, and comply with Indiana law.

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Danville, State of Indiana, that Exhibit A, as attached and incorporated herein, is adopted as the fiscal plan for the "Clyde Orr & Louis and Sheila Jones" Super-Voluntary Annexation" proposed by Ordinance 06-2024.

BE IT FURTHER RESOLVED THAT the sections, paragraphs, sentences, clauses and phrases of this Resolution and the fiscal plan are separable, and if any phrase, clause, sentence, paragraph or section of this Resolution or the fiscal plan shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution or the fiscal plan.

PASSED the 17th day of April, 2024.

[Signatures on next page]

THE TOWN COUNCIL OF THE TOWN
OF DANVILLE, INDIANA

YAY/NAY

Chris Gearld

Michale Chatham

Greg Irby

Brett Doub

Dave Potter

ATTEST:

Carrie Lofton
Clerk-Treasurer

EXHIBIT A

**ANNEXATION FISCAL PLAN
Clyde Orr & Louis and Sheila Jones
SUPER-VOLUNTARY ANNEXATION**

MAR 25 2024

Town of Danville, Indiana
Hendricks County

April 17, 2024

Orr Jones Voluntary Annexation
Fiscal Plan
(IC 36-4-3-3.1)

Prepared by:

Reedy Financial Group, PC
P.O. Box 943
Seymour, IN 47274
Phone: (812) 522-9444
Fax: (812) 522-9494



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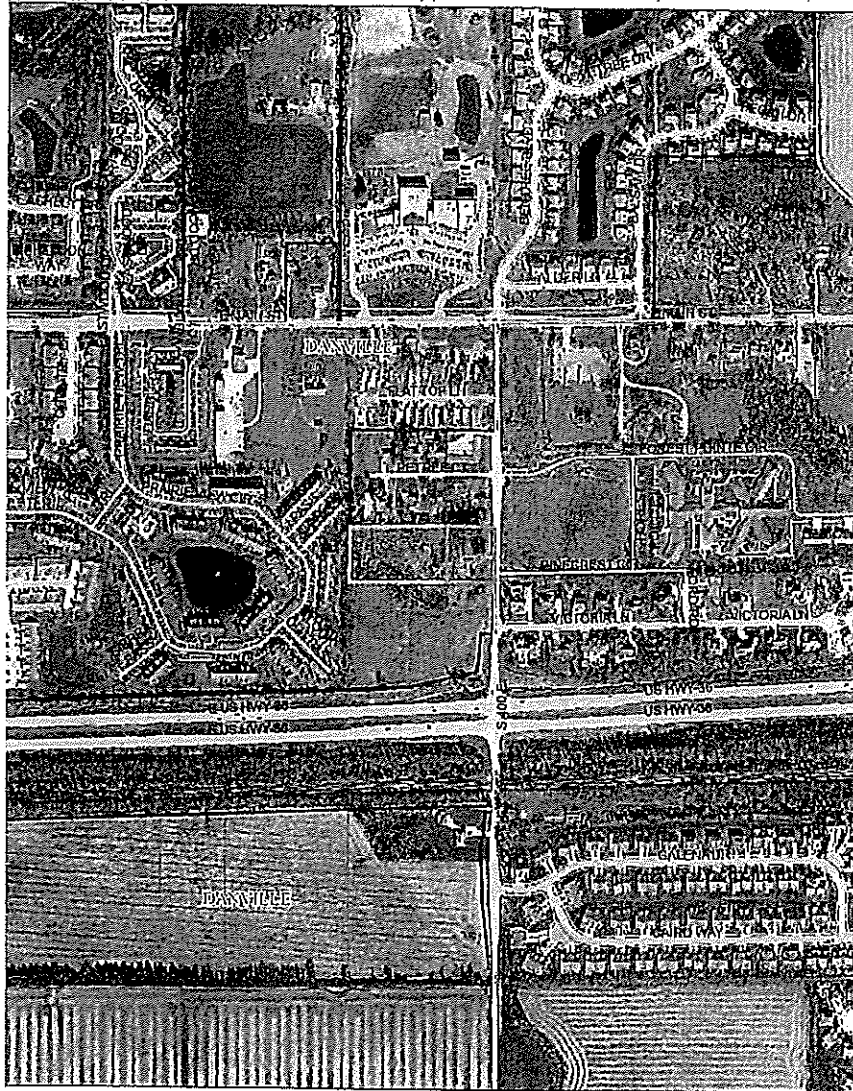
Introduction

The following is the fiscal plan for the “Orr Jones Voluntary Annexation” territory for future annexation to the Town of Danville, Indiana (the “Town”). This document constitutes the written fiscal plan and policy for the Voluntary Annexation. Attached hereto is a Taxpayer and Municipal Impact Analysis for Voluntary Annexation, which presents information for the proposed annexation area. The proposed annexation will take effect in 2025. The first assessment will take place in 2026, resulting in 2027 being the first year that Town taxes will be paid. The proposed annexation area consists of two (2) parcels located east of the Town between Petree CT and Victoria Ln, and in proximity to the Wesleyan Retirement Center.

The Fiscal Plan has been developed with the understanding that all property owners within the proposed annexation area are requesting this annexation by the Town. In addition, as further outlined below, we understand that due to IC 36-4-3-4.1, while any property remains agricultural there will be an exemption from municipal service property taxes until the property is developed, thereby causing minimal fiscal impact to property owners if any. In turn, the Town expects there to be a nominal need for any municipal services to undeveloped annexation parcels, which the Town expects to be able to address from existing revenues. When the property develops, additional revenues from the development are expected to support the cost of increased services. Moreover, with respect to capital expenditures, the Town anticipates that the planning and development approval process will include appropriate cooperation between the Town and any future developer to provide capital and non-capital services in a manner that is compatible with the Town’s policies.

The following is a map showing the area intended for annexation:

Annexation Territory Map



Contiguity and Acreage

The proposed annexation area meets the contiguity requirement, per IC 36-4-3-13 regarding the corporate boundaries of the Town. The proposed annexation area is approximately 3.1 acres, per the Hendricks County GIS.

Plan to Provide Services to Annexation Territory

Per IC 36-4-3-4.1, any real property that is assessed as agricultural land, under real property assessment rules and guidelines of the Department of Local Government Finance, is exempt and remains exempt from all property tax liability, so long as it remains so classified. As fire protection services are not uniquely a municipal service, the Annexation Territory will continue to pay the applicable fire tax rate until reclassified and assessed the full municipal tax rate. For parcels within the proposed annexation area that are assessed as agricultural land the property owner(s) will not pay the incorporated tax rate, so long as the property is assessed as agricultural, but the Town will still receive a maximum levy adjustment for the assessed value of the agricultural property.

The Town does not anticipate the incurrence of additional costs due to the annexation, as shown in "Projected Annual Costs for the Proposed Annexation Territory." The Town commits to supplying the following:

Non-Capital Services:

"Planned services of a non-capital nature including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries; will be provided to the proposed annexation area within one (1) year after the effective date of the annexation. Such services will be provided in a manner equivalent in standard and scope to those non-capital services provided to areas within the corporate boundaries; regardless of topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria."

Capital Services:

"Services of a capital improvement nature, this includes street construction; will be provided to the annexed territory within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries; regardless of topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria."

Plan to Provide Services to Annexation Territory

Per IC 36-4-3-4.1, any real property that is assessed as agricultural land, under real property assessment rules and guidelines of the Department of Local Government Finance, is exempt and remains exempt from all property tax liability, so long as it remains so classified. As fire protection services are not uniquely a municipal service, the Annexation Territory will continue to pay the applicable fire tax rate until reclassified and assessed the full municipal tax rate. For parcels within the proposed annexation area that are assessed as agricultural land the property owner(s) will not pay the incorporated tax rate, so long as the property is assessed as agricultural, but the Town will still receive a maximum levy adjustment for the assessed value of the agricultural property.

The Town does not anticipate the incurrence of additional costs due to the annexation, as shown in “Projected Annual Costs for the Proposed Annexation Territory.” The Town commits to supplying the following:

Non-Capital Services:

“Planned services of a non-capital nature including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries; will be provided to the proposed annexation area within one (1) year after the effective date of the annexation. Such services will be provided in a manner equivalent in standard and scope to those non-capital services provided to areas within the corporate boundaries; regardless of topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”

Capital Services:

“Services of a capital improvement nature, including street construction and solid waste disposal; will be provided to the annexed territory within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries; regardless of topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”

Projected 5-Year Costs for the Proposed Annexation Territory:

Boards, Commissions and Committees	Non-Capital/Capital	Year 1/Year 3	\$ -
Clerk Treasurer Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Code Enforcement Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Development Services Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Fire Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Parks & Recreation Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Police Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Public Works Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Stormwater Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Wastewater Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Water Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -
Projected 5-Year Cost			\$ -

**Note: Projected Cost of Service are based on 5-year total expense.*

Methods of Financing Planned Services:

The Town does not expect to incur additional expenses upon annexation of the proposed parcels. In the event costs are incurred, the Town will fund services with property tax and user fee revenue generated from the proposed annexation area and cash reserves. Additional revenue, to be generated from the annexation, can be found in the attachment “Orr Jones Voluntary Annexation Impact Analysis” on the ‘5-Year Fiscal Summary’ page.

Based on the current development of the proposed annexation area, the Town does not anticipate it will incur substantial costs to provide a similar level of service to current Town residents. In the event of economic growth, the Town anticipates revenue growth will match expense growth; to cover any additional costs.

Departments

The Town recognizes the following departments and offices, which provide municipal services to residents of the Town and will in turn provide municipal services to the “Orr Jones Voluntary Annexation” territory:

Boards, Commissions and Committees

The Boards, Commissions and Committees allow citizens to have a voice in the local government. This particular group makes up the decision makers for the Town.

The Boards, Commissions and Committees does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Clerk-Treasurer

The Clerk-Treasurer Department is responsible for keeping all Town Government records. Departmental responsibilities include keeping records of all ordinances, retaining charge of the Town documents and books, retaining the Town seal, and licensing and collecting license fees for various endeavors that are set up by ordinance by the Town.

Departmental duties also include payroll for Town employees, control of investments and monies, and auditing, examining, and processing invoices for other Town departments.

The Department does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

Code Enforcement

The Code Enforcement Department educates members of the Community on the Code of Ordinances, Unified Development Ordinance, Stormwater/Wastewater regulations, building permits, and other ordinance requirements.

The Department does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

Development Services

The Development Department is responsible for issuing building permits, inspections for all construction to assure compliance, enforcement of town zoning ordinances, and enforcement of town property maintenance code.

The Department does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

Fire Department

The Danville Fire Department will begin supplying services to the annexation area within one year of the effective annexation date. Such services include firefighting, hazardous material response, basic life support emergency medical service, vehicle rescue, search and rescue and educational programs.

The Fire Department does not anticipate a need for additional firefighters or supplies to provide the current level of service to the proposed annexation area.

The Department does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

Parks & Recreation

The Parks & Recreation Department is responsible for maintaining the various grounds, areas, and programs, which provide quality of life to Town and surrounding residents. The following amenities are maintained and provided by the department: walking trails, recreational facilities, flowers, various landscaping throughout the Town, benches, and picnic tables.

Taxpayers within the proposed annexation area already have access and use of Town parks and various other facilities.

The Department does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

Police

The proposed annexation area will fall under the jurisdiction of the Danville Police Department immediately upon annexation. This service generally includes the prevention and detection of criminal activity, the apprehension of criminal offenders, assistance for those who cannot care for themselves or are in danger of physical harm, the resolution of day-to-day conflicts among residents, and the creation and maintenance of a sense of security in the community. The Police Department is also involved in court proceedings and protection of constitutional guarantees. Furthermore, it is responsible for the control of traffic and the promotion and preservation of civil order. The proposed annexation area would require patrol, but additional officers or supplies are not expected to be needed to provide these services.

The Police Department does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Public Works

The Public Works Department is responsible for the care and maintenance of the Town's public roadways, sidewalks, alleys, municipal vehicle maintenance, and a variety of other services for the Town's infrastructure.

The Department does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Stormwater

The Stormwater Department is responsible for all activities concerning stormwater management within the Town's incorporated area.

The Department does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Wastewater

The Wastewater Department has the responsibility for operating, maintaining, and improving a system of pipes, lift stations, and treatment processes. This annexation area is serviced by the West Central Conservancy District.

The Department does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Water

The Water Department is responsible for maintaining water quality for the Town.

The Department does not anticipate it will incur additional costs over a 5-year period to provide capital and non-capital services to the proposed annexation area.

Estimated Effect on Taxpayers

Taxpayer impacts will vary depending on different scenarios that arise. The expected tax rate for the proposed annexation can be seen in the attached "Orr Jones Voluntary Annexation Analysis" on the 'Tax Impact' page. The tax levy effect can be seen in the same attachment on the 'Maximum Levy Worksheet' page.

The Town does not anticipate the incurrence of additional costs to provide both capital and non-capital services to the proposed annexation area.

The effect that is shown is for the four years following the proposed annexation effective date. The Town does not anticipate the annexation will affect the tax rates of other political subdivisions, of which the proposed annexation area is a part, and so it is not expected the annexation will affect the taxpayers of those political subdivisions; other than those taxpayers in the proposed annexation area, to which the municipal rate will apply.

Estimated Effect on Municipal Finances

The Town will see an impact on municipal finances from the annexation area. This will not only have an impact on property tax revenues but also income tax revenues. The estimated effect on municipal finances from the proposed annexation can be seen in the attachment "Orr Jones Voluntary Annexation Impact Analysis" on the 'Maximum Levy Worksheet' and the '5-Year Fiscal Summary' pages.

Estimated Effect on Political Subdivisions in the County

Other political subdivisions within the County will have impacts. The estimated effect on these political subdivisions can be seen on the attached “Orr Jones Voluntary Annexation Analysis” on the pages ‘Projected Center Township Fire Impact’, ‘Projected LIT Certified Shares Impact’, ‘Projected LIT Economic Development Impact’, ‘Projected LIT Public Safety Impact’, ‘MVH Distribution Impact’, ‘LRS Distribution Impact’, ‘Cigarette Tax – Alcoholic Beverage Gallonage Tax Distribution Impact’, ‘Overlapping Circuit Breaker Impact’ and ‘Pre-Annexation versus Post-Annexation Tax Rate’. The Town does not expect the annexation to affect the tax rate for any such political subdivisions. Accordingly, there should be no effect on the taxpayers of such political subdivisions.

Needed and Can Be Used

The proposed annexation area also complies with Indiana Code regarding “needed and can be used,” to ensure sufficient and fair public safety services are provided to enhance the development of the annexation area. The Town anticipates future development, past the 4-year annexation horizon, will create demand for increased Town services, whether it be police services, fire services, traffic safety, etc.

Parcels Proposed for Annexation

A list of parcels, within the proposed annexation area, can be found in the attachment “Orr Jones Voluntary Annexation Impact” on the ‘Circuit Breaker’ pages with the following information:

- A. The parcel owner.
- B. The parcel identification number.
- C. The most recent assessed value of the parcel.
- D. The existence of a known waiver of the right to remonstrate the parcel.

Projected Taxpayer and Municipal Impact

In the attachment “Orr Jones Voluntary Annexation Impact Analysis,” a projected fiscal impact is shown for the taxpayers of the proposed annexation area, as well as the projected revenue the Town will receive once the annexation is effective. As stated previously, per IC 36-4-3-4.1, any real property that is assessed as agricultural land under real property assessment rules and guidelines of the department of local government finance is exempt and remains exempt from all property tax liability until the annexation territory is reclassified.

Voluntary Annexation Impact Analysis will show the following:

- 5-Year Fiscal Summary -- This report projects the anticipated revenue and expenses over a five-year period. Please note, property tax projections are based on 2023 Pay 2024 assessed value.
- Tax Impact – This report summarizes the Circuit Breaker and Individual Tax Bill Analysis report. It shows tax bill impacts for each parcel once annexed. Please note, any parcel assessed agricultural is exempt and remains exempt from all property tax liability until reclassified.
- Circuit Breaker – This report summarizes the Individual Tax Bill Analysis report. It shows further information on how the tax bill impact is calculated, which includes property tax circuit breaker credits. The information on this report is linked to the Tax Impact report.
- Net Assessed Value – This report summarizes the net assessed value that will be included in the total Town’s net assessed value from the annexation area.
- Maximum Levy Worksheet – This report summarizes the amount the Town will be able to levy for property tax purposes. The Town will get an automatic annexation adjustment to its maximum levy based on the percent increase in net assessed value from the annexation. The Town is projected to increase in net assessed value by approximately 0.0291%, therefore, they will receive an automatic increase to its maximum levy of 0.0291%. This will be a permanent adjustment.
- Projected Center Township Fire Impact, Project LIT Certified Shares Impact, Projected LIT Economic Development Impact, Projected LIT Public Safety Impact, MVH Distribution Impact, LRS Distribution Impact, Cigarette Tax – Alcoholic Beverage Gallonage Tax Distribution Impact and Circuit Breaker Impact – These reports depict the impact other units within the County will incur from the proposed annexation.
- Projected Service Cost Detail and Projected Service Cost – Department List – This report shows the projected costs the Town will incur from providing the services to the annexation area. It gives a breakdown for each Town department and the amount for each specific line-item.
- Pre-Annexation versus Post-Annexation Tax Rate – This report gives a breakdown of the impact projections to property tax rates for taxing districts affected by the proposed annexation.

Legal Description

LAND DESCRIPTION

Part of the Northeast quarter of the Northeast quarter of Section 7, Township 15 North, Range 1 East bounded and described as follow, to-wit:

Beginning at a point in the East line of said quarter quarter section which is 822.25 feet South of a brass plug at the Northeast corner of aforesaid quarter quarter section and running thence South on and along said East line 217.8 feet; thence West at right angles to said East line 200.0 feet; thence North parallel to said East line 217.8 feet; thence East parallel to the South line of this tract 200.0 feet to the place of beginning containing 1 acre, more or less.

Also:

Part of the Northeast quarter of the Northeast quarter of Section 7, Township 15 North, Range 1 East, bounded and described as follows, to-wit:

From a monument marking the Northeast corner of said quarter quarter section run thence South on and along the East line thereof a distance of 822.25 feet; thence West at right angles to said East line a distance of 200 feet to the place of beginning: FROM SAID BEGINNING POINT run thence West 417.58 feet and to the East line of a tract of land conveyed to William T. Gill et al by virtue of a deed recorded in Deed Record 164 pages 286 in the office of Recorder of Hendricks County, Indiana, at a point which is 822.25 feet South of the North line of said quarter quarter section; thence South on and along above mentioned East line 217.8 feet; thence East 417.8 feet to within 200 feet of the East line of said quarter quarter section; thence North 217.8 feet to the point of beginning.

Containing 2.1 acres, more or less.

Town of Danville
 Orr Jones Voluntary Annexation
 Fiscal Impact Summary
 April 17, 2024



Projected Impact to Taxpayer

Parcel Number	Owner Name	NAV	Increase in Tax Bill
32-10-07-240-008,000.002	ORR, CLYDE	\$ 24,800	\$ 15.33
32-10-07-240-009,000.002	ORR, CLYDE	\$ 179,600	\$ -

Notes: This is based on taxes 2022 payable for 2023. 2024 taxes not available at time of analysis.

Projected Impact to Town of Danville

Town of Danville Projected Impact	Property Taxes	Income Taxes	Other Revenue	MVH Distribution	LR5 Distribution	Cigarette Tax Distribution	Alcoholic Beverage Distribution	Estimated Expenses	Projected Revenues Over Costs
Year 1	\$ 944	\$ -	\$ 94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,039
Year 2	\$ 982	\$ 369.00	\$ 98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,449
Year 3	\$ 1,021	\$ 380.07	\$ 102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,504
Year 4	\$ 1,062	\$ 391.47	\$ 106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,560
Year 5	\$ 1,105	\$ 403.22	\$ 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,619

Notes: Property tax revenue assume a 9.47% circuit breaker credit.
 Income taxes are on an effective 1-year delay.
 Other Revenue is distributed based on a 10% ratio of property taxes (FIT, CVET, Vehicle Excise).

TOWN OF DANVILLE

Orr Jones Voluntary Annexation Impact Analysis

April 17, 2024

MAR 25 2024

Town of Danville
Orr Jones Voluntary Annexation Impact Analysis
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April 17, 2024



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Town of Danville
 Orr Jones Voluntary Annexation
 5-Year Fiscal Summary for Non Agricultural Classification
 April 17, 2024



	Property Taxes	Income Taxes	Other Revenue	M/VH Distribution	LRS Distribution	Cigarette Tax Distribution	Alcoholic Beverage Distribution	Total Revenues	Total Minimum Costs		Total Maximum Costs		Projected Revenues over Minimum Costs		Projected Revenues over Maximum Costs	
Year 1	944	-	94	-	-	-	-	1,039	-	-	1,039	-	-	1,039	-	1,039
Year 2	932	369	58	-	-	-	-	1,449	-	-	1,449	-	-	1,449	-	1,449
Year 3	1,021	380	102	-	-	-	-	1,504	-	-	1,504	-	-	1,504	-	1,504
Year 4	1,062	391	106	-	-	-	-	1,560	-	-	1,560	-	-	1,560	-	1,560
Year 5	1,105	403	110	-	-	-	-	1,619	-	-	1,619	-	-	1,619	-	1,619

(1) Projected property tax revenue is subject to approval by the DISG, and is based on current and future projected net assessed valuations of the annexation area. It assumes a \$1,043 automatic annexation adjustment to the maximum levy. It also assumes a circuit breaker percentage loss of 9.47%.

(2) Income taxes are based on Certified Shares and Economic Development Distribution Increase/(Decrease) projections on pages 9 thru 11.

(3) Other Revenue is distributed based on a ratio of property taxes.

(4) Costs are based on the estimates by Town of Danville located in the "Fiscal Impact Projections" section of the Annexation Fiscal Plan and the "Projected Service Cost Detail" on page 17 of this report.

(5) Assumes 4% increase in property tax revenue in Years 2 - 5.

(6) Assumes 3% increase in income tax revenue in Years 3 - 5.

Year 1	Other Revenue:	10% times property tax levy
Year 2	Other Revenue:	10% times property tax levy
Year 3	Other Revenue:	10% times property tax levy
Year 4	Other Revenue:	10% times property tax levy
Year 5	Other Revenue:	10% times property tax levy

Town of Danville
Orr Jones Voluntary Annexation
Non Ag - Tax Impact



2022 PAY 2023 PROPERTY TAX IMPACT

Owner Name	Parcel #	Waiver	Gross Assessed Value	Net Assessed Value	UIC Tax Rate	IC Tax Rate	UIC Gross Property Taxes	IC Gross Property Taxes	UIC Net Property Taxes	IC Net Property Taxes	Increase (Decrease) in Tax Bill
1 ORR, CLYDE	32-10-07-240-008.000.002		24,800	24,800	2.1863	2.2481	542	558	542	558	16
2 ORR, CLYDE	32-10-07-240-009.000.002		179,600	179,600	2.1863	2.2481	3,927	4,038	3,592	3,592	-
	Total:		204,400	204,400			4,469	4,595	4,134	4,150	16

Note (1): "UIC" - Unincorporated
 Note (2): "IC" - Incorporated
 Note (3): Parcels that have a yellow highlight are classified as agricultural properties.

Town of Danville
 Orr Jones Voluntary Annexation
 Non Ag - Circuit Breaker Impact



Parcel #	Residential Land	Residential Improv.	Non-Res. Land	Non-Res. Improv.	Gross AV	Total Deductions	Net AV	UIC Tax Rate	IC Tax Rate	Total Max Tax Cap	UIC Tax Bill	IC Tax Bill	CB Credit UIC	CB Credit IC	Increase in CB Post Annex.	Post CB UIC Tax Bill	Post CB IC Tax Bill	Increase in Tax Bill
1	32-10-07-240-008,000,002	\$ -	\$ -	\$ 20,200	\$ 4,600	\$ 24,800	\$ -	\$ 24,800	2.1893	\$ 744	\$ 542	\$ 556	\$ -	\$ -	\$ -	\$ 542	\$ 556	\$ 15
2	32-10-07-240-009,000,002	\$ 44,300	\$ 135,300	\$ -	\$ -	\$ 179,600	\$ -	\$ 179,600	2.1893	\$ 3,592	\$ 3,927	\$ 4,036	\$ 335	\$ 446	\$ 111	\$ 3,592	\$ 3,592	\$ -
	Total:	\$ 44,300	\$ 135,300	\$ 20,200	\$ 4,600	\$ 204,400	\$ -	\$ 204,400		\$ 4,336	\$ 4,469	\$ 4,595	\$ 335	\$ 446	\$ 111	\$ 4,134	\$ 4,150	\$ 15

Note (1): "UIC" - Unincorporated
 Note (2): "IC" - Incorporated
 Note (3): Parcels that have a yellow highlight are classified as agricultural properties.

*Note: Charges not subject to the property tax caps include property tax levies approved by voters through a referendum.

TAX CAP %:		1.0%	2.0%	3.0%	Total
IG TAX BILL					
HOMESITE LAND	\$	\$	\$	\$	20,200
HOMESITE IMPROVEMENTS	\$	\$	\$	\$	4,600
EXCESS ACREAGE	\$	\$	\$	\$	-
NON-HOMESITE IMPROVEMENTS	\$	\$	\$	\$	-
GROSS ASSESSED VALUE:	\$	\$	\$	\$	24,800
TAX CAP AMOUNT:	\$	\$	\$	\$	744
DEDUCTIONS:					
HOMESTEAD	\$	\$	\$	\$	-
MORTGAGE	\$	\$	\$	\$	-
SUPPLEMENTAL	\$	\$	\$	\$	-
OTHER	\$	\$	\$	\$	-
NET ASSESSED VALUE:	\$	\$	\$	\$	24,800
TAX RATE:	\$	\$	\$	\$	2.2481
GROSS TAX AMOUNT:	\$	\$	\$	\$	558
PROPERTY TAX RELIEF %:	0.00%	0.00%	0.00%	0.00%	
TOTAL CREDIT AMOUNT:	\$	\$	\$	\$	-
NET TAX BILL:	\$	\$	\$	\$	558
PROPERTY TAX CAP AMOUNT:	\$	\$	\$	\$	744
IG NET PROPERTY TAXES AFTER CAP:	\$	\$	\$	\$	558
INCREASE IN TAX BILL: \$					
TAX BILL % INCREASE:					
3%					

TAX CAP %:		1.0%	2.0%	3.0%	Total
IG TAX BILL					
HOMESITE LAND	\$	\$	\$	\$	20,200
HOMESITE IMPROVEMENTS	\$	\$	\$	\$	4,600
EXCESS ACREAGE	\$	\$	\$	\$	-
NON-HOMESITE IMPROVEMENTS	\$	\$	\$	\$	-
GROSS ASSESSED VALUE:	\$	\$	\$	\$	24,800
TAX CAP AMOUNT:	\$	\$	\$	\$	744
DEDUCTIONS:					
HOMESTEAD	\$	\$	\$	\$	-
MORTGAGE	\$	\$	\$	\$	-
SUPPLEMENTAL	\$	\$	\$	\$	-
OTHER	\$	\$	\$	\$	-
NET ASSESSED VALUE:	\$	\$	\$	\$	24,800
TAX RATE:	\$	\$	\$	\$	2.1863
GROSS TAX AMOUNT:	\$	\$	\$	\$	542
PROPERTY TAX RELIEF %:	0.00%	0.00%	0.00%	0.00%	
TOTAL CREDIT AMOUNT:	\$	\$	\$	\$	-
NET TAX BILL:	\$	\$	\$	\$	542
PROPERTY TAX CAP AMOUNT:	\$	\$	\$	\$	744
IG NET PROPERTY TAXES AFTER CAP:	\$	\$	\$	\$	542
TAX BILL AMOUNT: \$					
542					
0					

#1 ORR, CLYDE: PARCEL 32-10-07-240-008,008,002

Orr Jones Voluntary Annexation Impact Analysis
TAX BILL ANALYSIS FOR PARCELS WITH VARIOUS CIRCUIT BREAKER CAPS

Town of Danville
Orr Jones Voluntary Annexation
Net Assessed Valuation
April 17, 2024



Pay 2024 Net Assessed Valuation (1)	\$	<u>703,408,942</u>
Total Annexation Net AV (2)	\$	<u>204,400</u>
Annexation Area Net AV to Pay 2024 Town Net AV		<u>0.0291%</u>

Note(1): Based on 2024 Danville AV from Budget Order
Note(2): Based on 2022 Pay 2023 AV on Property Record Card from Beacon GIS.

Town of Danville
 Orr Jones Voluntary Annexation
 Maximum Levy Worksheet
 April 17, 2024



	2021	2022	2023	2024	Projected 2025	Pro Forma Annexation
Prior Year Levy	\$ 2,594,952	\$ 2,703,919	\$ 2,881,121	\$ 3,118,500	\$ 3,399,575	\$ 3,590,079
Plus:						
Under Max	\$ 433	\$ 472	\$ 2,360	\$ 409	\$ 52,424	\$ -
Prior year PTRC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prior Year Levy excess	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1/2 of Prior Year Unused Property Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Minus:						
Prior year FIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prior year Temporary Appeals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prior year Misc Changes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equals:						
Sub-total	\$ 2,595,385	\$ 2,704,391	\$ 2,883,481	\$ 3,118,909	\$ 3,451,999	\$ 3,590,079
Times:						
6 year non farm income factor	1.042	1.043	1.050	1.040	1.040	1.040
Equals:						
Sub-total	\$ 2,704,391	\$ 2,820,680	\$ 3,027,655	\$ 3,243,665	\$ 3,590,079	\$ 3,733,683
Plus:						
Ensuing Year FIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ensuing Year Misc Changes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ensuing year Temporary Appeals	\$ -	\$ 62,801	\$ 91,254	\$ 208,334	\$ -	\$ -
Automatic 15% Annexation Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,043
Less:						
Ensuing Year PTRC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ensuing Year Levy Excess	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equals:						
Ensuing Year Maximum Property Tax Levy	\$ 2,704,391	\$ 2,883,481	\$ 3,118,909	\$ 3,451,999	\$ 3,590,079	\$ 3,734,726
Less:						
Under Max Levy by	\$ 472	\$ 2,360	\$ 409	\$ 52,424	\$ -	\$ -
Equals:						
1782 Notice	\$ 2,703,919	\$ 2,881,121	\$ 3,118,500	\$ 3,399,575	\$ 3,590,079	\$ 3,734,726

Town of Danville
 Orr Jones Voluntary Annexation
 Projected Center Township Fire Impact
 April 17, 2024



Center Township - Projected Fire Net Assessed Value Impact		
<u>Pre-Annexation</u>	<u>Post-Annexation</u>	<u>Increase/(Decrease) in NAV</u>
2024 Net Assessed Value \$ 947,602,260	Net Assessed Value \$ 947,602,260	Net Assessed Value \$ -
2024 Fire Net Assessed Value \$ 308,227,351	Fire Net Assessed Value \$ 308,022,951	Fire Net Assessed Value \$ (204,400)

Center Township - Projected Fire Property Tax Levy Impact		
<u>Pre-Annexation</u>	<u>Post-Annexation</u>	<u>Increase/(Decrease) in Property Tax Levy</u>
2024 Fire Net Assessed Value \$ 308,227,351	Fire Net Assessed Value \$ 308,022,951	
2024 Certified Tax Rate \$ 0.4728	Certified Tax Rate \$ 0.4728	
2024 Certified Levy \$ 1,457,299	Certified Levy \$ 1,456,333	Certified Levy \$ (966)

Note (1): Based on 2023 Pay 2024 assessed value and tax rates.
 Note (2): This effect is on a per year basis. Projected effect to be similar for 4 years.

Town of Danville
 Or Jones Voluntary Annexation
 Projected LIT Certified Shares Impact
 April 17, 2024

2024 Certified Shares Distribution: \$ 51,054,181

2024 PTR Distribution: \$ 17,018,061

Unit	Unit Name	Pre-Annexation		Pre-Annexation		Post-Annexation		Post-Annexation		Increase/Decrease
		Attributed Allocation	Certified Shares	Allocation Amount	Property Tax Replacement	Attributed Allocation	Certified Shares	Allocation Amount	Property Tax Replacement	
0000	HENDRICKS COUNTY	124,474,145	\$ 16,933,483	121,007,188	\$ 3,697,944	124,474,145	\$ 16,933,480	121,007,188	\$ 3,697,943	(4)
0001	BROWN TOWNSHIP	521,471	\$ 70,941	521,471	\$ 15,936	521,471	\$ 70,941	521,471	\$ 15,936	
0002	CENTER TOWNSHIP	4,500,061	\$ 812,189	4,500,076	\$ 137,521	4,499,094	\$ 612,057	4,499,110	\$ 137,491	(161)
0003	CLAY TOWNSHIP	577,006	\$ 78,496	577,002	\$ 17,633	577,006	\$ 79,496	577,002	\$ 17,633	
0004	EEL RIVER TOWNSHIP	494,281	\$ 67,242	494,278	\$ 15,105	494,281	\$ 67,242	494,278	\$ 15,105	
0005	FRANKLIN TOWNSHIP	237,952	\$ 32,371	237,960	\$ 7,272	237,952	\$ 32,371	237,960	\$ 7,272	
0006	GULLFORD TOWNSHIP	4,896,370	\$ 666,103	4,896,382	\$ 149,632	4,896,370	\$ 666,103	4,896,382	\$ 149,632	
0007	LIBERTY TOWNSHIP	916,141	\$ 124,632	916,141	\$ 27,997	916,141	\$ 124,632	916,141	\$ 27,997	
0008	LINCOLN TOWNSHIP	1,381,055	\$ 187,879	1,381,067	\$ 42,205	1,381,055	\$ 187,879	1,381,067	\$ 42,205	
0009	MARION TOWNSHIP	93,502	\$ 12,720	93,522	\$ 2,858	93,502	\$ 12,720	93,522	\$ 2,858	
0010	MIDDLE TOWNSHIP	5,105,860	\$ 694,602	5,105,874	\$ 156,034	5,105,860	\$ 694,602	5,105,874	\$ 156,034	
0011	UNION TOWNSHIP	656,012	\$ 89,244	656,027	\$ 20,048	656,012	\$ 89,244	656,027	\$ 20,048	
0012	WASHINGTON TOWNSHIP	41,204,045	\$ 5,605,405	41,204,095	\$ 1,259,185	41,204,045	\$ 5,605,404	41,204,095	\$ 1,259,185	(1)
0502	BROWNSBURG CIVIL TOWN	61,432,689	\$ 8,357,313	61,432,726	\$ 1,877,366	61,432,689	\$ 8,357,311	61,432,726	\$ 1,877,366	(2)
0503	PLAINFIELD CIVIL TOWN	74,523,852	\$ 10,138,237	74,523,919	\$ 2,277,429	74,523,852	\$ 10,138,235	74,523,919	\$ 2,277,429	(2)
0537	JAMESTOWN CIVIL TOWN	18,950	\$ 2,578	18,947	\$ 579	18,950	\$ 2,578	18,947	\$ 579	
0639	AMO CIVIL TOWN	283,347	\$ 38,547	283,347	\$ 8,659	283,347	\$ 38,547	283,347	\$ 8,659	
0660	CLAYTON CIVIL TOWN	597,515	\$ 81,286	597,519	\$ 18,260	597,515	\$ 81,286	597,519	\$ 18,260	
0661	COATSVILLE CIVIL TOWN	468,310	\$ 63,709	468,296	\$ 14,311	468,310	\$ 63,709	468,296	\$ 14,311	
0662	DANVILLE CIVIL TOWN	11,166,923	\$ 1,519,074	11,166,945	\$ 341,220	11,166,966	\$ 1,519,156	11,166,989	\$ 341,260	173
0663	LITZON CIVIL TOWN	546,324	\$ 74,322	546,308	\$ 16,695	546,324	\$ 74,322	546,308	\$ 16,695	
0664	NORTH SALEM CIVIL TOWN	578,609	\$ 78,714	578,605	\$ 17,682	578,609	\$ 78,714	578,605	\$ 17,682	
0665	PITTSBORO CIVIL TOWN	6,411,173	\$ 872,177	6,411,188	\$ 195,924	6,411,173	\$ 872,177	6,411,188	\$ 195,924	
0666	STILESVILLE CIVIL TOWN	168,957	\$ 22,985	168,948	\$ 5,163	168,957	\$ 22,985	168,948	\$ 5,163	
0969	AVON CIVIL TOWN	17,789,783	\$ 2,420,125	17,789,799	\$ 543,651	17,789,783	\$ 2,420,125	17,789,799	\$ 543,651	(1)
3235	NORTHWEST HENDRICKS SCHOOL CORP	-	-	14,155,536	\$ 432,589	-	-	14,155,536	\$ 432,589	
3305	BROWNSBURG COMM SCHOOL CORP	-	-	64,599,609	\$ 1,974,145	-	-	64,599,609	\$ 1,974,145	
3315	AVON COMMUNITY SCHOOL CORP	-	-	67,733,638	\$ 2,069,920	-	-	67,733,638	\$ 2,069,920	
3325	DANVILLE COMMUNITY SCHOOL CORP	-	-	10,274,543	\$ 313,987	-	-	10,274,543	\$ 313,987	
3330	PLAINFIELD COMMUNITY SCHOOL CORP	-	-	21,596,413	\$ 659,980	-	-	21,596,413	\$ 659,980	
3335	MILL CREEK COMMUNITY SCHOOL CORP	-	-	6,698,527	\$ 204,705	-	-	6,698,527	\$ 204,705	
0083	WASHINGTON TOWNSHIP PUBLIC LIBRARY	4,017,483	\$ 546,539	4,017,480	\$ 122,773	4,017,483	\$ 546,539	4,017,480	\$ 122,773	
0084	BROWNSBURG PUBLIC LIBRARY	3,897,327	\$ 530,193	3,897,322	\$ 119,101	3,897,327	\$ 530,193	3,897,322	\$ 119,101	
0085	CLAYTON PUBLIC LIBRARY	421,493	\$ 57,340	421,503	\$ 12,881	421,493	\$ 57,340	421,503	\$ 12,881	
0086	COATSVILLE-CLAY TOWNSHIP PUBLIC LIBRARY	637,745	\$ 86,759	637,735	\$ 19,489	637,745	\$ 86,759	637,735	\$ 19,489	
0087	DANVILLE PUBLIC LIBRARY	2,002,225	\$ 272,383	2,002,212	\$ 61,187	2,002,225	\$ 272,383	2,002,212	\$ 61,187	
0088	PLAINFIELD-GULFORD TWP PUBLIC LIBRARY	5,267,952	\$ 716,653	5,267,950	\$ 160,987	5,267,952	\$ 716,653	5,267,950	\$ 160,987	
1093	HENDRICKS COUNTY SOLID WASTE DISTRICT	-	-	-	-	-	-	-	-	
Total:		375,287,560	\$ 51,054,181	556,879,097	\$ 17,018,061	375,287,537	\$ 51,054,181	556,879,174	\$ 17,018,061	

Note (1): Based on 2024 SBA Estimated Local Income Tax Report
 Note (2): This effect is on a per year basis. Projected effect to be similar for 4 years.
 Note (3): There is a 1 year delay on income tax effect.



Town of Danville
 Orr Jones Voluntary Annexation
 Projected LIT Economic Development Impact
 April 17, 2024



2024 Economic Development Distribution Amount: \$ 17,018,061

Unit	Unit Name	Pre-Annexation		Post-Annexation		Increase/(Decrease)
		Allocation Amount	Economic Development Distribution	Allocation Amount	Economic Development Distribution	
0000	HENDRICKS COUNTY	39,336,780	\$ 6,694,889	39,336,780	\$ 6,694,820	\$ (69)
0502	BROWNSBURG CIVIL TOWN	22,371,522	\$ 3,807,502	22,371,522	\$ 3,807,462	\$ (40)
0503	PLAINFIELD CIVIL TOWN	25,719,997	\$ 4,377,393	25,719,997	\$ 4,377,347	\$ (46)
0537	JAMESTOWN CIVIL TOWN	5,538	\$ 943	5,538	\$ 943	\$ -
0659	AMO CIVIL TOWN	84,443	\$ 14,372	84,443	\$ 14,372	\$ -
0660	CLAYTON CIVIL TOWN	178,109	\$ 30,313	178,109	\$ 30,313	\$ -
0661	COATSVILLE CIVIL TOWN	139,563	\$ 23,753	139,563	\$ 23,753	\$ -
0662	DANVILLE CIVIL TOWN	3,606,662	\$ 613,833	3,607,705	\$ 614,004	\$ 171
0663	LIZTON CIVIL TOWN	162,879	\$ 27,721	162,879	\$ 27,721	\$ -
0664	NORTH SALEM CIVIL TOWN	172,435	\$ 29,347	172,435	\$ 29,347	\$ -
0665	PITTSBORO CIVIL TOWN	2,536,301	\$ 431,664	2,536,301	\$ 431,659	\$ (5)
0666	STILESVILLE CIVIL TOWN	50,344	\$ 8,568	50,344	\$ 8,568	\$ -
0969	AVON CIVIL TOWN	5,627,472	\$ 957,763	5,627,472	\$ 957,753	\$ (10)
Total:		99,992,045	\$ 17,018,061	99,993,088	\$ 17,018,061	

Note (1): Allocation amount is based prior year levy plus welfare allocation.
 Note (2): Based on 2024 SBA Estimated Local Income Tax Report.
 Note (3): This effect is on a per year basis. Projected effect to be similar for 4 years.
 Note (4): There is a 1 year delay on income tax effect.

Town of Danville
 Orr Jones Voluntary Annexation
 Projected LIT Public Safety Impact
 April 17, 2024



2024 Public Safety Distribution Amount: \$ 3,403,612

Unit	Unit Name	Pre-Annexation		Post-Annexation		Increase/(Decrease)
		Allocation Amount	Public Safety Distribution	Allocation Amount	Public Safety Distribution	
0000	HENDRICKS COUNTY	56,908,680	\$ 1,419,495	56,908,680	\$ 1,419,484	(11)
0502	BROWNSBURG CIVIL TOWN	28,086,580	\$ 700,574	28,086,580	\$ 700,569	(5)
0503	PLAINFIELD CIVIL TOWN	34,071,766	\$ 849,865	34,071,766	\$ 849,858	(7)
0537	JAMESTOWN CIVIL TOWN	8,663	\$ 216	8,663	\$ 216	-
0659	AMO CIVIL TOWN	129,547	\$ 3,231	129,547	\$ 3,231	-
0660	CLAYTON CIVIL TOWN	273,178	\$ 6,814	273,178	\$ 6,814	-
0661	COATSVILLE CIVIL TOWN	214,107	\$ 5,341	214,107	\$ 5,341	-
0662	DANVILLE CIVIL TOWN	5,104,980	\$ 127,335	5,106,023	\$ 127,360	25
0663	LIZTON CIVIL TOWN	249,774	\$ 6,230	249,774	\$ 6,230	-
0664	NORTH SALEM CIVIL TOWN	264,534	\$ 6,598	264,534	\$ 6,598	-
0665	PITTSBORO CIVIL TOWN	2,931,141	\$ 73,113	2,931,141	\$ 73,112	(1)
0666	STILESVILLE CIVIL TOWN	77,247	\$ 1,927	77,247	\$ 1,927	-
0669	AVON CIVIL TOWN	8,133,360	\$ 202,873	8,133,360	\$ 202,872	(1)
Total:		136,453,558	\$ 3,403,612	136,454,601	\$ 3,403,612	

Note (1): Allocation amount is based prior year levy plus welfare allocation.
 Note (2): Based on 2024 SBA Estimated Local Income Tax Report
 Note (3): This effect is on a per year basis. Projected effect to be similar for 4 years.
 Note (4): There is a 1 year delay on income tax effect.

Unit	MVH Distribution Impact										Impact Inc./Dec.			
	Pre-Annexation					Post-Annexation								
	Population	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Population	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Brownsburg Civil Town	28,973	\$4,013,214	\$4,013,214	\$4,013,214	\$4,013,214	\$4,013,214	\$5,066,070	28,973	\$1,013,214	1,013,214	1,013,214	1,013,214	1,013,214	\$5,066,070
Plainfield Civil Town	34,625	\$1,265,979	\$1,265,979	\$1,265,979	\$1,265,979	\$1,265,979	\$6,329,895	34,625	\$1,265,979	1,265,979	1,265,979	1,265,979	1,265,979	\$6,329,895
Arno Civil Town	408	\$16,812	\$16,812	\$16,812	\$16,812	\$16,812	\$84,060	408	\$16,812	16,812	16,812	16,812	16,812	\$84,060
Clayton Civil Town	908	\$38,165	\$38,165	\$38,165	\$38,165	\$38,165	\$190,825	908	\$38,165	38,165	38,165	38,165	38,165	\$190,825
Coatesville Civil Town	555	\$22,305	\$22,305	\$22,305	\$22,305	\$22,305	\$111,525	555	\$22,305	22,305	22,305	22,305	22,305	\$111,525
Danville Civil Town	10,559	\$400,505	\$400,505	\$400,505	\$400,505	\$400,505	\$2,002,525	10,559	\$400,505	400,505	400,505	400,505	400,505	\$2,002,525
Litron Civil Town	511	\$20,699	\$20,699	\$20,699	\$20,699	\$20,699	\$103,495	511	\$20,699	20,699	20,699	20,699	20,699	\$103,495
North Salem Civil Town	464	\$19,503	\$19,503	\$19,503	\$19,503	\$19,503	\$97,515	464	\$19,503	19,503	19,503	19,503	19,503	\$97,515
Pittsboro Civil Town	3,682	\$134,366	\$134,366	\$134,366	\$134,366	\$134,366	\$671,830	3,682	\$134,366	134,366	134,366	134,366	134,366	\$671,830
Shilohville Civil Town	269	\$11,306	\$11,306	\$11,306	\$11,306	\$11,306	\$56,530	269	\$11,306	11,306	11,306	11,306	11,306	\$56,530
Avon Civil Town	21,474	\$667,317	\$667,317	\$667,317	\$667,317	\$667,317	\$3,336,585	21,474	\$667,317	667,317	667,317	667,317	667,317	\$3,336,585
Total:	102,428	\$3,610,171	\$3,610,171	\$3,610,171	\$3,610,171	\$3,610,171	\$18,050,855	102,428	\$3,610,171	\$3,610,171	\$3,610,171	\$3,610,171	\$3,610,171	\$18,050,855

Notes: (1) Population increase based on assumption of 2.5 persons per parcel within annexation that utilizes homestead deduction.
 (2) Per Indiana Code 8-14-1-3, MVH distributions are made monthly to cities and towns and the amount is allocated on the basis of population.
 (3) Assumes same population and total distribution for 5 years.
 (4) Pre-Annexation MVH Distributions based on Department of Local Government Finance's Estimated Miscellaneous Revenues report for Budget Year 2024.
 (5) Population is based on Indiana Auditor of State - Revenue Distribution Factors Worksheet.

Unit	US Population Distribution Impact										Impact (Inc./Dec.)			
	Population	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Population	Year 1	Year 2		Year 3	Year 4	Year 5
Hendricks County	72,336	991,022	991,022	991,022	991,022	991,022	4,955,112	72,336	991,022	991,022	991,022	991,022	991,022	4,955,112
Brownsville Civil Town	28,973	396,938	396,938	396,938	396,938	396,938	1,984,689	28,973	396,938	396,938	396,938	396,938	396,938	1,984,689
Plainfield Civil Town	34,625	474,372	474,372	474,372	474,372	474,372	2,371,858	34,625	474,372	474,372	474,372	474,372	474,372	2,371,858
Amo Civil Town	408	5,590	5,590	5,590	5,590	5,590	27,949	408	5,590	5,590	5,590	5,590	5,590	27,949
Clayton Civil Town	908	12,440	12,440	12,440	12,440	12,440	62,159	908	12,440	12,440	12,440	12,440	12,440	62,159
Castlesville Civil Town	555	7,604	7,604	7,604	7,604	7,604	38,018	555	7,604	7,604	7,604	7,604	7,604	38,018
Danville Civil Town	10,559	144,661	144,661	144,661	144,661	144,661	723,306	10,559	144,661	144,661	144,661	144,661	144,661	723,306
Utton Civil Town	511	7,001	7,001	7,001	7,001	7,001	35,004	511	7,001	7,001	7,001	7,001	7,001	35,004
North Salem Civil Town	664	50,444	50,444	50,444	50,444	50,444	252,222	664	50,444	50,444	50,444	50,444	50,444	252,222
Philston Civil Town	3,682	3,685	3,685	3,685	3,685	3,685	18,427	3,682	3,685	3,685	3,685	3,685	3,685	18,427
Silverville Civil Town	269	3,685	3,685	3,685	3,685	3,685	18,427	269	3,685	3,685	3,685	3,685	3,685	18,427
Amo Civil Town	21,474	294,200	294,200	294,200	294,200	294,200	1,470,998	21,474	294,200	294,200	294,200	294,200	294,200	1,470,998
Total	174,764	2,394,313	2,394,313	2,394,313	2,394,313	2,394,313	11,971,566	174,764	2,394,313	2,394,313	2,394,313	2,394,313	2,394,313	11,971,566

Notes: (1) Population increase based on assumption of 2.5 percent per parcel within annexation that utilizes homestead deduction.
 (2) Per Indiana Code 8-34-2-4, a county with a population of 50,000 or more allocates 50% of the US distribution on the basis of the population of the unit compared to the total county population.
 (3) Assumes same population and total distribution for 5 years.
 (4) Pre-Annexation US Distributions based on Department of Local Government Finance's Estimated Miscellaneous Revenues report for Budget Year 2024.
 (5) Population is based on Indiana Auditor of State - Revenue Distribution Factors Worksheet.

Unit	US Road Mileage Distribution Impact										Impact (Inc./Dec.)			
	Mileage	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Mileage	Year 1	Year 2		Year 3	Year 4	Year 5
Hendricks County	753.61	1,013,897	1,013,897	1,013,897	1,013,897	1,013,897	5,069,483	753.61	1,013,897	1,013,897	1,013,897	1,013,897	1,013,897	5,069,483
Brownsville Civil Town	144.29	151,041	151,041	151,041	151,041	151,041	755,206	144.29	151,041	151,041	151,041	151,041	151,041	755,206
Plainfield Civil Town	185.89	209,854	209,854	209,854	209,854	209,854	1,049,272	185.89	209,854	209,854	209,854	209,854	209,854	1,049,272
Amo Civil Town	3.72	5,027	5,027	5,027	5,027	5,027	25,136	3.72	5,027	5,027	5,027	5,027	5,027	25,136
Clayton Civil Town	5.50	7,635	7,635	7,635	7,635	7,635	38,176	5.50	7,635	7,635	7,635	7,635	7,635	38,176
Castlesville Civil Town	4.47	5,561	5,561	5,561	5,561	5,561	27,807	4.47	5,561	5,561	5,561	5,561	5,561	27,807
Danville Civil Town	56.51	68,651	68,651	68,651	68,651	68,651	343,254	56.51	68,651	68,651	68,651	68,651	68,651	343,254
Utton Civil Town	2.53	3,574	3,574	3,574	3,574	3,574	17,871	2.53	3,574	3,574	3,574	3,574	3,574	17,871
North Salem Civil Town	3.71	5,051	5,051	5,051	5,051	5,051	25,255	3.71	5,051	5,051	5,051	5,051	5,051	25,255
Philston Civil Town	21.93	24,466	24,466	24,466	24,466	24,466	122,318	21.93	24,466	24,466	24,466	24,466	24,466	122,318
Silverville Civil Town	2.79	3,746	3,746	3,746	3,746	3,746	18,728	2.79	3,746	3,746	3,746	3,746	3,746	18,728
Amo Civil Town	135.23	97,705	97,705	97,705	97,705	97,705	488,527	135.23	97,705	97,705	97,705	97,705	97,705	488,527
Total	1,310.18	1,596,209	1,596,209	1,596,209	1,596,209	1,596,209	7,981,044	1,310.18	1,596,209	1,596,209	1,596,209	1,596,209	1,596,209	7,981,044

Notes: (1) Road mileage based on Indiana Auditor of State - Revenue Distribution Factors Worksheet.
 (2) Per Indiana Code 8-34-2-4, a county with a population of 50,000 or more allocates 40% of the US distribution on the basis of road and street miles of the unit compared to the county total road mileage.
 (3) Assumes same road mileage and total distribution for 5 years.
 (4) Pre-Annexation US Distributions based on Department of Local Government Finance's Estimated Miscellaneous Revenues report for Budget Year 2024.

Unit	Population	Pre-Annexation					Total	Post-Annexation					Impact	
		Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5		
Hendricks County	72,336	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 10,024,595	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 2,004,919	\$ 10,024,595	\$ -
Brownsville Civil Town	28,973	\$ 547,979	\$ 547,979	\$ 547,979	\$ 547,979	\$ 547,979	\$ 2,739,895	\$ 547,979	\$ 547,979	\$ 547,979	\$ 547,979	\$ 547,979	\$ 2,739,895	\$ -
Rainfield Civil Town	34,825	\$ 684,226	\$ 684,226	\$ 684,226	\$ 684,226	\$ 684,226	\$ 3,421,130	\$ 684,226	\$ 684,226	\$ 684,226	\$ 684,226	\$ 684,226	\$ 3,421,130	\$ -
Amo Civil Town	408	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 53,083	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 53,083	\$ -
Chapin Civil Town	908	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 53,083	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 20,075	\$ 53,083	\$ -
Cokesville Civil Town	555	\$ 13,165	\$ 13,165	\$ 13,165	\$ 13,165	\$ 13,165	\$ 65,825	\$ 13,165	\$ 13,165	\$ 13,165	\$ 13,165	\$ 13,165	\$ 65,825	\$ -
Danville Civil Town	10,559	\$ 213,312	\$ 213,312	\$ 213,312	\$ 213,312	\$ 213,312	\$ 1,066,560	\$ 213,312	\$ 213,312	\$ 213,312	\$ 213,312	\$ 213,312	\$ 1,066,560	\$ -
North Salem Civil Town	511	\$ 10,575	\$ 10,575	\$ 10,575	\$ 10,575	\$ 10,575	\$ 52,875	\$ 10,575	\$ 10,575	\$ 10,575	\$ 10,575	\$ 10,575	\$ 52,875	\$ -
Ridgeway Civil Town	464	\$ 11,408	\$ 11,408	\$ 11,408	\$ 11,408	\$ 11,408	\$ 57,040	\$ 11,408	\$ 11,408	\$ 11,408	\$ 11,408	\$ 11,408	\$ 57,040	\$ -
Prichard Civil Town	3,682	\$ 74,910	\$ 74,910	\$ 74,910	\$ 74,910	\$ 74,910	\$ 374,550	\$ 74,910	\$ 74,910	\$ 74,910	\$ 74,910	\$ 74,910	\$ 374,550	\$ -
Shelville Civil Town	269	\$ 7,431	\$ 7,431	\$ 7,431	\$ 7,431	\$ 7,431	\$ 37,155	\$ 7,431	\$ 7,431	\$ 7,431	\$ 7,431	\$ 7,431	\$ 37,155	\$ -
Avon Civil Town	21,474	\$ 391,905	\$ 391,905	\$ 391,905	\$ 391,905	\$ 391,905	\$ 1,959,525	\$ 391,905	\$ 391,905	\$ 391,905	\$ 391,905	\$ 391,905	\$ 1,959,525	\$ -
Total:	174,764	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 19,952,610	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 3,990,522	\$ 19,952,610	\$ -

US Total Distribution Impact

Cigarette Tax Distribution Impact

Unit	Pre-Annexation					Total	Post-Annexation					Total	Impact Inc./Dec.
	Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5		
Brownsburg Civil Town	28,973	62,099	62,099	62,099	62,099	310,495	28,973	62,099	62,099	62,099	62,099	310,495	\$ -
Plainfield	34,625	77,158	77,158	77,158	77,158	385,790	34,625	77,158	77,158	77,158	77,158	385,790	\$ -
Arno Civil Town	408	934	934	934	934	4,670	408	934	934	934	934	4,670	\$ -
Clayton Civil Town	908	2,078	2,078	2,078	2,078	10,390	908	2,078	2,078	2,078	2,078	10,390	\$ -
Coatesville Civil Town	555	272	272	272	272	1,360	555	272	272	272	272	1,360	\$ -
Danville Civil Town	10,559	24,175	24,175	24,175	24,175	120,875	10,559	24,175	24,175	24,175	24,175	120,875	\$ -
Lizton Civil Town	511	1,170	1,170	1,170	1,170	5,850	511	1,170	1,170	1,170	1,170	5,850	\$ -
North Salem Civil Town	464	1,063	1,063	1,063	1,063	5,315	464	1,063	1,063	1,063	1,063	5,315	\$ -
Pittsboro Civil Town	3,682	8,191	8,191	8,191	8,191	40,955	3,682	8,191	8,191	8,191	8,191	40,955	\$ -
Stilesville Civil Town	269	616	616	616	616	3,080	269	616	616	616	616	3,080	\$ -
Avon Civil Town	21,474	41,557	41,557	41,557	41,557	207,785	21,474	41,557	41,557	41,557	41,557	207,785	\$ -
Total:	102,428	\$ 214,895	\$ 214,895	\$ 214,895	\$ 214,895	\$ 1,074,475	102,428	\$ 214,895	\$ 214,895	\$ 214,895	\$ 214,895	\$ 1,074,475	\$ -

Notes: (1) Population increase based on assumption of 2.5 persons per parcel within annexation that utilizes homestead deduction.
 (2) Per Indiana Code 6-7-1-29.1, Cigarette Tax is allocated to cities and towns on the basis of population.
 (3) Assumes same population and total distribution for 5 years.
 (4) Pre-Annexation Cigarette Tax Distributions based on Department of Local Government Finance's Estimated Miscellaneous Revenues report for Budget Year 2024.
 (5) Population is based on Indiana Auditor of State - Revenue Distribution Factors Worksheet.

Alcoholic Beverage Gallonage Tax Distribution Impact

Unit	Pre-Annexation					Total	Post-Annexation					Total	Impact Inc./Dec.
	Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5		
Brownsburg Civil Town	28,973	60,306	60,306	60,306	60,306	301,530	28,973	60,306	60,306	60,306	60,306	301,530	\$ -
Plainfield	34,625	75,855	75,855	75,855	75,855	379,275	34,625	75,855	75,855	75,855	75,855	379,275	\$ -
Arno Civil Town	408	997	997	997	997	4,985	408	997	997	997	997	4,985	\$ -
Clayton Civil Town	908	2,218	2,218	2,218	2,218	11,090	908	2,218	2,218	2,218	2,218	11,090	\$ -
Coatesville Civil Town	555	1,354	1,354	1,354	1,354	6,770	555	1,354	1,354	1,354	1,354	6,770	\$ -
Danville Civil Town	10,559	24,124	24,124	24,124	24,124	120,620	10,559	24,124	24,124	24,124	24,124	120,620	\$ -
Lizton Civil Town	511	1,248	1,248	1,248	1,248	6,240	511	1,248	1,248	1,248	1,248	6,240	\$ -
North Salem Civil Town	464	1,133	1,133	1,133	1,133	5,665	464	1,133	1,133	1,133	1,133	5,665	\$ -
Pittsboro Civil Town	3,682	8,049	8,049	8,049	8,049	40,245	3,682	8,049	8,049	8,049	8,049	40,245	\$ -
Stilesville Civil Town	269	657	657	657	657	3,285	269	657	657	657	657	3,285	\$ -
Avon Civil Town	21,474	38,954	38,954	38,954	38,954	194,770	21,474	38,954	38,954	38,954	38,954	194,770	\$ -
Total:	102,428	\$ 214,895	\$ 214,895	\$ 214,895	\$ 214,895	\$ 1,074,475	102,428	\$ 214,895	\$ 214,895	\$ 214,895	\$ 214,895	\$ 1,074,475	\$ -

Notes: (1) Population increase based on assumption of 2.5 persons per parcel within annexation that utilizes homestead deduction.
 (2) Per Indiana Code 7.1-4-7, Alcoholic Beverage Gallonage Tax is allocated to cities and towns on the basis of population.
 (3) Assumes same population and total distribution for 5 years.
 (4) Pre-Annexation Alcoholic Beverage Gallonage Tax Distributions based on Department of Local Government Finance's Estimated Miscellaneous Revenues report for Budget Year 2024.
 (5) Population is based on Indiana Auditor of State - Revenue Distribution Factors Worksheet.

Town of Danville
 Orr Jones Voluntary Annexation
 Overlapping Circuit Breaker Impact
 April 17, 2024

	DANVILLE CIVIL TOWN	HENDRICKS COUNTY	CENTER TOWNSHIP	DANVILLE COMMUNITY SCHOOL CORP	DANVILLE PUBLIC LIBRARY	HENDRICKS COUNTY RECYCLING DISTRICT
Unit Rate	0.5300	0.2855	0.0000	1.3156	0.1170	0.0000
Divided by: New Taxing District Rate	2,2481	2,2481	2,2481	2,2481	2,2481	2,2481
Equals: % of Taxing District Rate	23.58%	12.70%	0.00%	58.52%	5.20%	0.00%
Times: Total Circuit Breaker Increase	111	111	111	111	111	111
Equals: Increased Share of Circuit Breaker	\$ 26	\$ 14	\$ -	\$ 65	\$ 6	\$ -

Note: The increased share of circuit breaker results in property tax revenue loss.

Town of Danville - Projected Annexation Area Cost of Services

City Service	Service Type	Service Date	Year				
			Year 1 Projected Service Cost	Year 2 Projected Service Cost	Year 3 Projected Service Cost	Year 4 Projected Service Cost	Year 5 Projected Service Cost
Boards, Commissions and Committees	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Clerk Treasurer Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Code Enforcement Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Development Services Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Parks & Recreation Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Police Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Public Works Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Water Dept.	Non-Capital/Capital	Year 1/Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Projected 5-Year Cost			\$ -	\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -	\$ -	\$ -

Note: Capital items are non-recurring. Years 2 - 5 assume 2% annual growth of recurring costs, rounded up to the nearest whole dollar.

Town of Danville
 Projected Service Cost - Department List
 April 17, 2024



	Year 1 Projection	Year 2 Projection	Year 3 Projection	Year 4 Projection	Year 5 Projection	Total
<u>Boards, Commissions and Committees Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Clerk-Treasurer Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Code Enforcement Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Development Services Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Fire Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Parks & Recreation Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Police Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Public Works Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Stormwater Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Wastewater Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Water Dept.</u>						
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total - All Depts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Town of Danville
 Orr Jones Voluntary Annexation
 Pre Annexation versus Post Annexation Tax Rate
 April 17, 2024



Pre Annexation Tax Rate (002)	
	2023 Rate
Hendricks County	0.2855
Center Township	0.4682
Danville Community School Corp	1.3156
Danville Public Library	0.1170
Hendricks County Recycling District	-
Total:	2.1863

Post Annexation Tax Rate (003)	
	2023 Rate
Hendricks County	0.2855
Center Township	-
Danville Civil Town	0.5300
Danville Community School Corp	1.3156
Danville Public Library	0.1170
Hendricks County Recycling District	-
Total:	2.2481

Note (1): Based on 2023 Abstract Detail By District Report.
 Note (2): Center Township Post Annexation tax rate does not include fire rates.
 Note (3): Danville Civil Town does not include debt service rate.

ORDINANCE NO. 06-2024

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA,
ANNEXING TERRITORY TO THE TOWN OF DANVILLE,
PLACING THE SAME WITHIN THE CORPORATION BOUNDARIES THEREOF
AND MAKING THE SAME A PART OF THE TOWN OF DANVILLE**

**CLYDE ORR & LOUIS AND SHEILA JONES
SUPER-VOLUNTARY ANNEXATION**

WHEREAS, the Town Council ("Council") of the Town of Danville, Indiana ("Town" or "Danville") has received a petition ("Petition") requesting that certain territory generally located in Section 7, Township 15 North, Range 1 East, Center Township, Hendricks County, Indiana, as hereinafter described ("Annexation Territory"), be annexed by Danville; and

WHEREAS, this Petition has been signed by all (i.e. 100%) of the property owners within the Annexation Territory; and

WHEREAS, the Council deems it desirable and in the best interests of the Town to annex the Annexation Territory; and

WHEREAS, this Annexation Territory is more commonly known as 186 South County Road 400 East and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

WHEREAS, where the legal description attached as Exhibit A describes land this is contiguous to a public right-of-way that has not previously been annexed, the Annexation Territory shall include the contiguous public right-of-way even if it is not described in Exhibit A, except to the extent prohibited by I.C. § 36-4-3-1.5(c); and

WHEREAS, where the parcel of property within the Annexation Territory is adjacent to a parcel of property within the existing Town limits, the Annexation Territory boundary shall conform to and match the boundary of the existing Town limits so long as it does not result in adding or removing parcels of property from the Annexation Territory depicted in Exhibit A; and

WHEREAS, the Annexation Territory consists of approximately 4.10 acres, and is contiguous to the existing Town limits; and

WHEREAS, prior to adoption of this Ordinance, the Council, by resolution, will have adopted a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory that meets the requirements of I.C. § 36-4-3; and

WHEREAS, the terms and conditions of this annexation, including the written fiscal plan, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town; and

WHEREAS, prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law; and

WHEREAS, the Council finds that the Annexation pursuant to the terms of this Ordinance is fair and equitable and should be accomplished.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Indiana, as follows:

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 3.
4. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby superseded. The paragraphs, sentences, words, and Annexation Territory of this Ordinance are separable, and if a court of competent jurisdiction hereof declares any portion of the Ordinance or the Annexation Territory unconstitutional, invalid, or unenforceable for any reason, such declaration shall not affect the remaining portions of the Annexation Territory or this Ordinance.
5. The effective date of this annexation shall be as soon as allowed by law following its adoption, execution, and publication as required by law.

Introduced on March 20, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on April 17, 2024.

THE TOWN COUNCIL OF THE TOWN OF
DANVILLE, INDIANA

Chris Gearld, President

Michael Chatham, Vice-President

Greg Irby, Member

Brett Doub, Member

Dave Potter, Member

ATTEST:

Carrie Lofton, Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Lesa Ternet
Document prepared by: Lesa Ternet



DULY ENTERED
FOR TAXATION

SEP 18 2023 MC

Nancy L. Marsh

AUDITOR HENDRICKS COUNTY

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that **Alberta Ann Wroten, Trustee of the Wroten Family Trust Agreement dated November 17, 2004** ("Grantor"), by virtue of the power and authority granted under the provisions of said Trust Agreement and under Indiana Code, hereby CONVEYS to **Clyde Orr and Christine Orr, husband and wife** ("Grantee"), for the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hendricks County, State of Indiana, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

Subject to all easements, restrictions and rights of way.

Subject to all taxes now a lien and to become a lien thereon.

Address and/or Parcel Number: 186 S County Road 400 E., Danville, IN 46122
32-10-07-240-009.000-002 and 32-10-07-240-008.000-002

The undersigned person executing this deed on behalf of Grantor represents and certifies that she is duly authorized to execute and deliver this deed and that she has full legal capacity to convey the real estate described herein, as acting Trustee of the Grantor trust.

IN WITNESS WHEREOF, the said Alberta Ann Wroten, Trustee of the Wroten Family Trust Agreement dated November 17, 2004, has hereunto set her hand, this 18 day of Sept, 2023.

The Wroten Family Trust Agreement dated November 17, 2004

By: *Alberta Ann Wroten, Trustee*
Alberta Ann Wroten, Trustee

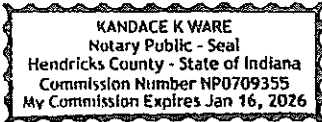
(notary acknowledgement on separate attached page)

Sales Disclosure Included
9/18/2023 DKR

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Alberta Ann Wroten, Trustee of the Wroten Family Trust Agreement dated November 17, 2004, and acknowledged the execution of said Trustee's Deed to be her voluntary act and deed for the uses and purposes expressed therein.

Witness my hand and notarial seal this 14 day of Sept, 2023.



Kandace K Ware
Notary Public - Signature

Notary Public - Printed Name _____
Resident of _____ County
My Commission Expires: _____

Send Tax Bills To: SAAME

Grantee's Mailing Address: 186 S CR 400 E Danville IN 46122

Commitment No.: 23-06076

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

This instrument was prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.

EXHIBIT A

Part of the Northeast quarter of the Northeast quarter of Section 7, Township 15 North, Range 1 East bounded and described as follows, to-wit:

Beginning at a point in the East line of said quarter quarter section which is 822.25 feet South of a brass plug at the Northeast corner of aforesaid quarter quarter section and running thence South on and along said East line 217.8 feet; thence West at right angles to said East line 200.0 feet; thence North parallel to said East line 217.8 feet; thence East parallel to the South line of this tract 200.0 feet to the place of beginning containing 1 acre, more or less.

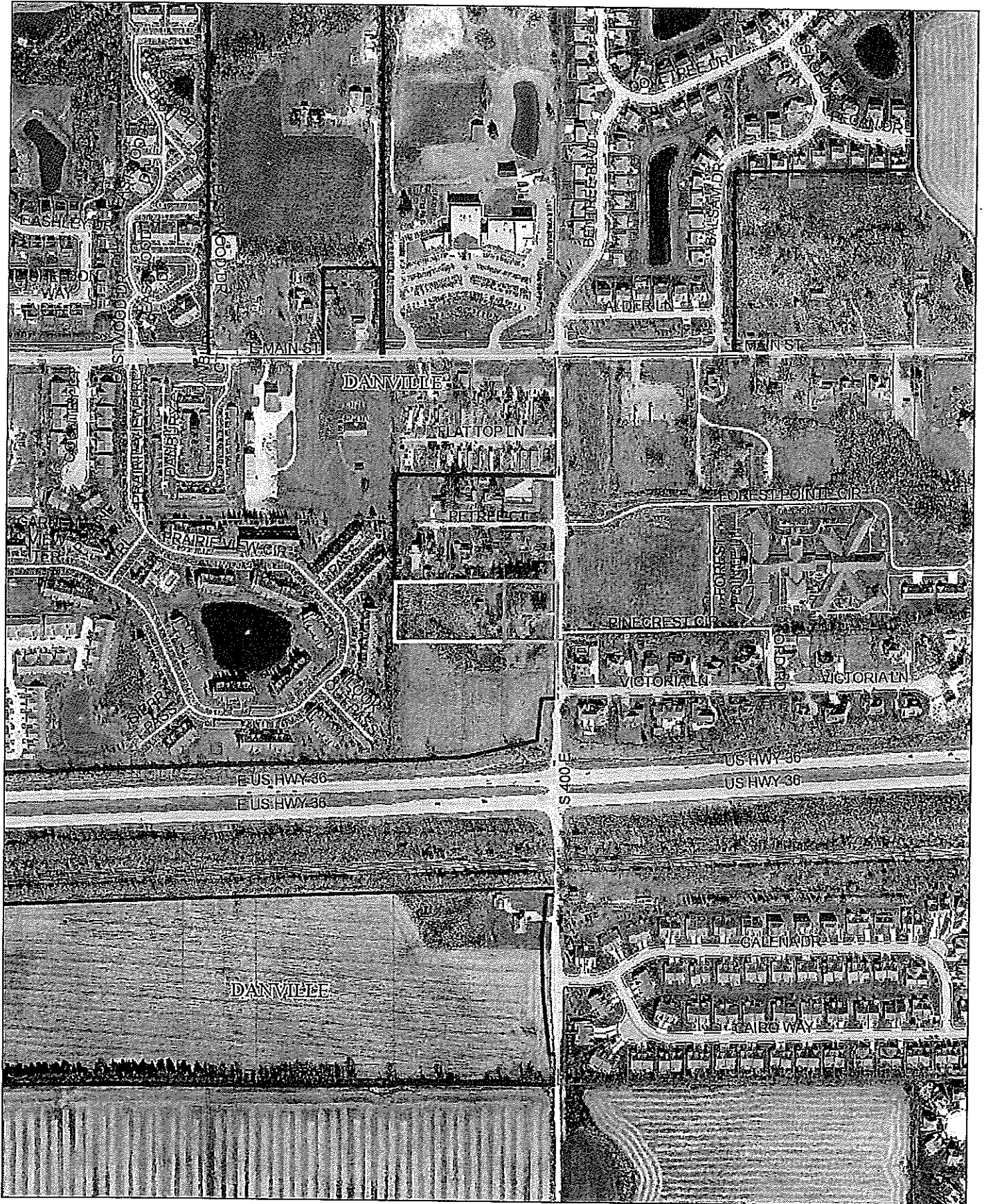
ALSO:

Part of the Northeast quarter of the Northeast quarter of Section 7, Township 15 North, Range 1 East, bounded and described as follows, to-wit:

From a monument marking the Northeast corner of said quarter quarter section run thence South on and along the East line thereof a distance of 822.25 feet; thence West at right angles to said East line a distance of 200 feet to the place of beginning: FROM SAID BEGINNING POINT run thence West 417.58 feet and to the East line of a tract of land conveyed to William T. Gill et al by virtue of a deed recorded in Deed Record 164 pages 286 in the office of Recorder of Hendricks County, Indiana, at a point which is 822.25 feet South of the North line of said quarter quarter section; thence South on and along above mentioned East line 217.8 feet; thence East 417.8 feet to within 200 feet of the East line of said quarter quarter section; thence North 217.8 feet to the point of beginning.
Containing 2.1 acres, more or less.

Exhibit B

Orr_Jones Annexation



Fee: \$50

PETITION FOR ANNEXATION

Common Address of Property: 186 South County Road 400 East

[attach legal description and map showing location of property]

Petitioner Name(s): Louis Jones Sheila Jones

Mailing Address of Petitioner: 3751 Flattop Lane Danville, In 46122

Petitioner's Phone Number: 317-681-9189

Petitioner's Email: Sheila Jones 2472 a gmail. Com

Property Owner's Name (if not Petitioner) Clyde H Orr

Property Owner's Mailing Address: 8297 S. SR 39 Clay City In 46118

Tax ID / Parcel Number: 02-2-07-512 240-008 + 009

of Persons Living on Property: NA Acreage: 008(2.14) 009(1.04) total 3.16

Zoning Sought: Residential Current County Zoning: PB | Planned Business

Present Use of Property: Residential

Plans for Changes in Use of Property: None

Reasons for Seeking Annexation: Went utilities

Electrical Service Provider: Duke Existing Sidewalks: Yes No

Existing Utilities: Well Septic City Other West Central Well to be abandoned: Yes / No

Name(s) of Petitioner(s) - printed or typed: Sheila & Louis Jones

Signature(s) of Petitioner(s): Sheila Jones Louis Jones Clyde Orr

Date: 3/8/24

[attach affidavit of consent to annexation signed by all owners of the property to be annexed who have not signed this document as petitioner(s)]

Received by: Alessa Tervet

Date: 3-8-24

**AGREEMENT NOT TO REMONSTRATE AGAINST ANNEXATION FOR
CONNECTION TO THE TOWN OF DANVILLE'S SANITARY SEWER
AND/OR WATER DISTRIBUTION SYSTEMS**

We, Shirley & Russ Jones Clendorn, owners of approximately _____ acres of real property (henceforth called the "Property") described in the attached exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against pending or future annexations of the property by the Town of Danville ("Town") in consideration for the Town's agreement to allow the development on the property to be connected to the Town's sanitary sewer and/or water systems. Connection to and use of the Town's sewer and water systems shall be subject to the terms and conditions generally applicable to other new connections made for properties within the Town (e.g. the sewer laterals and their connections to the Town's sewer main must meet Town specifications; all tap-in and sewer use fees must be paid and the Town's sewer use ordinance requirements must be followed).

We the undersigned agree that this waiver of the right to remonstrate shall also bar the filing of a declaratory judgement action or any other legal or equitable action to contest or appeal the annexation of the property.

Executed this 8 day of March, 2024

Charles Clendorn
Property Owner

Shirley Jones Lewis Clendorn
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: March 13, 2024

Super-Voluntary Annexation Timetable
Clyde Orr & Louis and Sheila Jones
186 South County Road 400 East

Mar 8th Petition was filed for annexation into the Town of Danville.

Mar 12th Legal notice submitted to *The Republican*.

Petitioner submits a public hearing notice for annexation to run once in The Republican on March 14th.

Mar 14th Notice of public hearings on annexation and zoning appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Mar 20th Annexation ordinance is introduced.

Apr 2nd Minimum 20-day waiting period for public hearing ends.

Apr 3rd Town Council holds public hearing on annexation.

Apr 3rd Minimum 14-day waiting period begins before Council can take final action on annexation.

Apr 17th Minimum 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Apr 17th Fiscal plan is adopted by Town Council.
Town Council adopts annexation ordinance.

Apr 19th Clerk-Treasurer submits public notice on approved annexation to paper.

Apr 25th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

May 25th 30-day waiting period ends.

May 28th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies no later than ninety (90) days after the expiration period for an appeal.*

ORDINANCE NO. 8-2024

AN ORDINANCE TO AMEND ORDINANCE 18-2012 ALSO KNOWN AS RATES AND CHARGES FOR THE USE AND SERVICES RENDERED BY THE TOWN OF DANVILLE SEWAGE WORKS – SUMMER SEWER RATE

BE IT ORDAINED by the Town Council of the Town of Danville, Hendricks County, Indiana, that:

WHEREAS, the Town Council of the Town of Danville, Hendricks County, Indiana, deems it appropriate to amend Ordinance 18-2012 to establish a summer sewer rate to provide relief for single-family residential customers that sprinkle their lawns, and

WHEREAS, the Town Council of the Town of Danville, Hendricks County, Indiana, has the authority under IC 8-1.5-3 (and amendments thereto) to establish waterworks user fees and charges.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Hendricks County, Indiana that:

Section 1. Single-family residential customers shall be eligible for summer sewer rate relief. Single-family residential sewage service, as applicable to the sprinkling rate, shall apply to each lot, parcel of real estate or building which is used as a single-family residence. Said sprinkler rates shall not apply to any premises used wholly or in part as commercial, industrial, or multi-family (two units or more).

Section 2. The summer value will be the unmetered sewer rate at the current time the agreement is signed by the homeowner.

Section 3. The summer sewer rate will begin with the June billing and end with the October billing.

Section 4. The summer sewer rates, single-family residential customers shall be required to pay a \$25.00 non-refundable application fee at the Danville Town Hall, 49 N Wayne St, Danville, no later than April 15. New customers will be allowed to apply until June 1st.

Section 5. The summer sewer rate shall remain in effect until rescinded by the customer, in writing, to the Town of Danville, 49 N Wayne St, Indiana.

Section 6. The invalidity of any section, clauses, sentence, or provision of the Ordinance shall not affect the validity of any other part of this Ordinance which can be given without such invalid part of parts.

This Ordinance shall be in full force and effect from and after its passage and adoption by law.

PASSED AND ADOPTED by the Town Council of the Town of Danville, Indiana, on this 17th day of April, 2024.

DANVILLE TOWN COUNCIL

Christopher Gearld, President

Michael Chatham, Vice-President

Gregory Irby

Bret Doub

David Potter

ATTEST:

Carrie E Lofton, Clerk-Treasurer

ORDINANCE NO. 9 - 2024

AN ORDINANCE TO AMEND THE DANVILLE TOWN CODE TITLE III CHAPTER 35.02 TO ADJUST USER FEES

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

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

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

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

ADOPTED by the Town Council of the Town of Danville, Indiana, on this _____ day of _____, 2024.

TOWN COUNCIL, TOWN OF DANVILLE

ATTEST:

Carrie Lofton, Clerk-Treasurer

Chris Gearld

Michael Chatham

Greg Irby

David Potter

Bret Doub

USE			
Title	Description	Current	FEE Type
Admin	GENERAL Codified Ordinance	\$ 50.00	

USE			FEE	
Title	Description	Current	Type	
Principal	Single Family Dwelling	\$300+.10/sqft	Per Occurrence	
Principal	Two Family Dwelling	\$400+.10/sqft	Per Occurrence	
Principal	Multi Family Dwelling	\$400+\$50/unit+.10/sqft	Per Occurrence	
RESIDENTIAL	Fences	\$	Per Occurrence	75.00
RESIDENTIAL	Decks	\$	Per Occurrence	100.00
RESIDENTIAL	Garage-Sheds-Similar Structures < 500 sq ft	\$	Per Occurrence	\$100+.10/sqft
RESIDENTIAL	Garage-Sheds-Similar Structures > 500 sq ft	\$	Per Occurrence	\$150+.10/sqft
RESIDENTIAL	In-Ground	\$	Per Occurrence	150.00
RESIDENTIAL	Above Ground	\$	Per Occurrence	100.00
RESIDENTIAL	1-3 Rooms	\$	Per Occurrence	\$100+.10/sq ft
RESIDENTIAL	More than 3 rooms	\$	Per Occurrence	\$150+.10/sq ft
RESIDENTIAL	1-3 Rooms	\$	Per Occurrence	\$100+.10/sq ft
RESIDENTIAL	More than 3 rooms	\$	Per Occurrence	\$150+.10/sq ft
RESIDENTIAL	Electrical	\$	Per Occurrence	100.00
RESIDENTIAL	Plumbing	\$	Per Occurrence	100.00
RESIDENTIAL	Mechanical	\$	Per Occurrence	100.00
RESIDENTIAL	Patio/Slab	\$	Per Occurrence	100.00
RESIDENTIAL	Lateral Inspection	\$	Per Occurrence	100.00
RESIDENTIAL	Direction Boring (Water Service Line Installation Only)	\$	Per Occurrence	\$1,500+\$10/foot
RESIDENTIAL	Building/Structure	\$	Per Occurrence	100.00
RESIDENTIAL	Principal	\$	Per Occurrence	100.00
RESIDENTIAL	Accessory	\$	Per Occurrence	75.00
RESIDENTIAL	One Additional Layer	\$	Per Occurrence	75.00
RESIDENTIAL	Remove and Replace	\$	Per Occurrence	100.00
RESIDENTIAL	Mobile Home (12 Month Limit)	\$	Per Occurrence	100.00
COMMERCIAL/INDUSTRIAL		\$400+.10/sq ft up to 25,000 sq ft	Per Occurrence	
COMMERCIAL/INDUSTRIAL		\$400+.06/sq ft above 25,000 sq ft	Per Occurrence	
COMMERCIAL/INDUSTRIAL	Storage or Similar Structures	\$200+.10/sq ft	Per Occurrence	

COMMERCIAL/INDUSTRIAL	ACCESSORY	Fences	\$	150.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	ACCESSORY	Pools	\$	300.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	ACCESSORY	Parking Lot	\$	200.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	PRINCIPAL	Additions/Expansions		\$200+.10/sq ft	Per Occurrence
COMMERCIAL/INDUSTRIAL	ACCESSORY	Additions/Expansions		\$150+.10/sq ft	Per Occurrence
COMMERCIAL/INDUSTRIAL	PRINCIPAL	Remodeling		\$200+.10/sq ft	Per Occurrence
COMMERCIAL/INDUSTRIAL	ACCESSORY	Remodeling		\$150+.10/sq ft	Per Occurrence
COMMERCIAL/INDUSTRIAL	TRADES	Mechanical	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TRADES	Electrical	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TRADES	Plumbing	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TRADES	Lateral Inspection	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TRADES	Direction Boring (Water Service Line Installation Only)		\$1,500+\$10/foot	Per Occurrence
COMMERCIAL/INDUSTRIAL	RELOCATION	Building/Structure	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	DEMOLITION	Principal (COA) may be Required	\$	150.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	DEMOLITION	Accessory (COA) may be Required	\$	100.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	ROOFING	One Additional Layer	\$	150.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	ROOFING	Remove and Replace	\$	200.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TEMPORARY USE	Mobile Home (12 Month Limit)	\$	150.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TEMPORARY USE	Construction Trailer (18 Month Limit)	\$	150.00	Per Occurrence
COMMERCIAL/INDUSTRIAL	TEMPORARY USE	Commercial Sales Trailer	\$	150.00	Per Occurrence
OTHER BUILDING ADMINISTRATION FEES					
BUILDING ADMIN		Wireless Communication Facilities	\$	400.00	Per Occurrence
BUILDING ADMIN		Certificate of Appropriateness App	\$	100.00	Per Occurrence
BUILDING ADMIN	DEVELOPMENT	Field Inspection Fee	\$	100.00	Per Occurrence
BUILDING ADMIN	BUILDING	Re-Inspection Fee	\$	100.00	Per Occurrence
BUILDING ADMIN		Right of Way Permit (Bond Required)	\$	150.00	Per Occurrence
BUILDING ADMIN	RESEARCH	Permits, Zoning Verification, Etc.	\$	25.00	Per Occurrence

The fees established by this ordinance shall be twice (2) the listed amount if construction begins prior to securing the required permits

The fees established by this ordinance shall be ten (10) times the listed amount if a stop work order is issued and construction continues

TREASURER					
USE					
Title		Description		Current	FEE Type
OFFICE					
Office	Copies	Letter size B/W		\$ 0.05	per page
Office	Copies	Legal Size B/W		\$ 0.07	per page
Office	Copies	Any Size Color		\$ 0.07	per page
UTILITIES					
Utility	Service Check	Call out checking on Potential Water Issues		\$ 50.00	per occurrence
Utility	Reconnect	Reconnection Service Fee After Being Disconnected		\$ 50.00	per occurrence
Utility	Tennant	Connection Fee Deposit - Renters Only		\$ 100.00	per occurrence
Utility	Sprinkler	Application Fee		\$ 25.00	per application
Utility	Non-Sufficient	Insufficient funds Fee		\$ 25.00	per occurrence

PUBLIC WORKS					
USE			FEE		
Title	Description		Current	Type	
Streets	Cleaning	Street Sweeper Fee	\$ 125.00	per hour	
Streets	Operator Fee	Man Hours	\$ 25.00	per hour	
Streets	Street Closure	Street Closure	\$ 150.00	per road	
Streets	Equipment	Heavy Equipment Fee	\$ 65.00	per hour	
Streets	Mowing	Yard Mowing	\$ 52.00	per hour	
Streets	Events	Event Trash	\$ 250.00	per occurrence	

USE		FEE	
Title	Description	Current	Type
FIRE	Incident Rprt		
FIRE	Copy of incident report	\$25.00	Per Copy
FIRE	Annual Inspection	No Charge	
FIRE	First Re-Inspection	No Charge	
FIRE	Second Re-Inspection	\$ 100.00	
FIRE	Third & All Subsequent	\$ 250.00	
FIRE	Initial Site & Construction	No Charge	
FIRE	Fire Alarm/Sprinkler System Initial	No Charge	
FIRE	Acceptance Test	No Charge	
FIRE	Hood Suppression System Initial	No Charge	
FIRE	Acceptance Test	No Charge	
FIRE	All Subsequent Acceptance Test (All	\$ 75.00	
FIRE	Types)	\$ 25.00	
FIRE	Fire Department Occupancy Permit	\$ 0.10	per SF/\$75.00 Minimum
FIRE	Construction/Building Plan Review	\$ 100.00	Times Number of Risers or Systems
FIRE	Automatic Sprinkler System Per NFPA 13	\$ 100.00	Times Number of Fire Alarms
FIRE	Fire Alarm System Per NFPA 72	\$ 100.00	Annunciation Zones per NFPA 72
FIRE	Special Hazard System (i.e. Hood	\$ 100.00	Times Number of Systems
FIRE	Suppression System	\$ 75.00	Times Item being modified (i.e. Riser)
FIRE	Modification to an Existing System	Stop Work Order + 5X Normal Permit Fee	
FIRE	Construction or Installation w/o a Fire	\$ 350.00	per day/per person-IDHS Notified
FIRE	Protection Permit	\$ 250.00	Per Day
FIRE	Failure to Implement a Required Fire	\$ 75.00	Per Occurrence
FIRE	Watch	\$ 150.00	Per Occurrence
FIRE	Occupancy without Occupancy Permit		
FIRE	False/Faulty Alarms(alarms 4-6 in a		
FIRE	calendar year)		
FIRE	False/Faulty Alarms(alarms 7-10 in a		
FIRE	calendar year)		

FIRE	False Alarm	False/Faulty Alarms(alarms 11-and beyond in a calendar year)	\$	250.00	Per Occurrence
FIRE	Tampering	Tampering with Life Safety System	\$	500.00	Per Occurrence
FIRE	Working Fire	Working Incidents	\$	500.00	Per Incident

USE		Description	FEE	
Title	Description		Current	Type
RENTALS				
<i>A 7% state tax is added to all rentals</i>				
ELLIS PARK				
Train Station	Resident	Rental	\$ 200.00	Daily
Train Station	Non Resident	Rental	\$ 250.00	Daily
Shelter 1	Resident	Rental	\$ 50.00	Daily
Shelter 1	Non Resident	Rental	\$ 100.00	Daily
Shelter 2	Resident	Rental	\$ 50.00	Daily
Shelter 2	Non Resident	Rental	\$ 100.00	Daily
Shelter 2/Amp	Resident	Rental	\$ 250.00	Daily
Shelter 2/Amp	Non Resident	Rental	\$ 300.00	Daily
Gazebo	Resident	Rental	\$ 50.00	Daily
Gazebo	Non Resident	Rental	\$ 100.00	Daily
Helton Courts	Resident	Rental	\$ 10.00	Hourly Min 2
Helton Courts	Non Resident	Rental	\$ 15.00	Hourly Min 2
DAC				
Bosstick	Resident	Half Gym Rental East or West side	\$ 30.00	Hourly
Bosstick	Non Resident	Half Gym Rental East or West side	\$ 35.00	Hourly
Bosstick	Resident	Half Gym Rental East or West side	\$ 150.00	Daily
Bosstick	Non Resident	Half Gym Rental East or West side	\$ 200.00	Daily
Bosstick	Resident	Full Gym Rental	\$ 60.00	Hourly
Bosstick	Non Resident	Full Gym Rental	\$ 70.00	Hourly
Bosstick	Resident	Full Gym Rental	\$ 250.00	Daily
Bosstick	Non Resident	Full Gym Rental	\$ 300.00	Daily
Hargrave	Resident	Full Gym Rental	\$ 25.00	Hourly
Hargrave	Non Resident	Full Gym Rental	\$ 30.00	Hourly
Hargrave	Resident	Full Gym Rental	\$ 75.00	Daily
Hargrave	Non Resident	Full Gym Rental	\$ 100.00	Daily
BLANTON HOUSE				
Regular Season	Wedding Package	April - October	\$3,000.00	16 Hrs
	Weekend Fri-Sun	April - October	\$ 250.00	Hrly Min 8

	Weekday Mon-Thurs	April - October	\$ 50.00	Hrly Min 4
Off Season	Wedding Package	November - March	\$ 600.00	16 Hrs
	Weekend Fri-Sun	November - March	\$ 50.00	Hrly Min 4
	Weekday Mon-Thurs	November - March	\$ 50.00	Hrly Min 4
30 Days Out	Anytime	Anytime Fri-Sun within 30 days of the rental date.	\$ 100.00	Hrly Min 4
Staff has the ability to offer a 50% discount on weekends and wedding packages within 90 days of the rental date during high and regular seasons.				
Blanton Discount:				
GILL FAMILY AQUATIC CENTER				
Rental	Resident	Saturday & Sunday Only	\$ 350.00	Hrly (2hrs only)
Rental	Non Resident	Saturday & Sunday Only	\$ 400.00	Hrly (2hrs only)
Rental	Resident	Mon-Sun Rental	\$ 150.00	Half Day
Rental	Non Resident	Mon-Sun Rental	\$ 175.00	Half Day
Rental	Resident	Mon-Sun Rental	\$ 200.00	Full Day
Rental	Non Resident	Mon-Sun Rental	\$ 225.00	Full Day
PROMOTIONAL MARKETING				
Marketing	Partnership	Potential digital, social media & bulk emails	Negotiated by Cost of Item	
Marketing	Personal	Potential digital, social media & bulk emails	Negotiated by Cost of Item	
Marketing	Vendor/Renter	Potential digital, social media & bulk emails	Negotiated by Cost of Item	
PROGRAMS				
Recreation	Programs	Fees Vary Based on Cost		
GFAC	Swim Lessons	45 Minute Session	\$ 50.00	Per Session
GFAC	Swim Lessons	45 Minute Session	\$ 60.00	Per Session
GFAC	Little Guppies	45 Minute Session	\$ 50.00	Per Session
GFAC	Little Guppies	45 Minute Session	\$ 60.00	Per Session
MEMBERSHIPS				
DAC				
Single	Monthly Debit	24 Hr Annual DAC Pass	\$ 25.00	24hr Access
Single	Monthly/Resident	24 Hr Annual DAC Pass	\$ 30.00	24hr Access
Single	Monthly/NonResident	24 Hr Annual DAC Pass	\$ 35.00	24hr Access
Single	3 Month/Resident	24 Hr Annual DAC Pass	\$ 69.00	24hr Access
Single	3 Month/NonResident	24 Hr Annual DAC Pass	\$ 79.00	24hr Access
Single	6 Month/Resident	24 Hr Annual DAC Pass	\$ 135.00	24hr Access
Single	6 Month/NonResident	24 Hr Annual DAC Pass	\$ 155.00	24hr Access

Single	1 Year/Resident	24 Hr Annual DAC Pass	\$ 263.00	24hr Access
Single	1 Year/NonResident	24 Hr Annual DAC Pass	\$ 302.00	24hr Access
Family of 2	Monthly Debit	24 Hr Annual DAC Pass	\$ 45.00	24hr Access
Family of 2	3 Month/Resident	24 Hr Annual DAC Pass	\$ 125.00	24hr Access
Family of 2	3 Month/NonResident	24 Hr Annual DAC Pass	\$ 144.00	24hr Access
Family of 2	6 Month/Resident	24 Hr Annual DAC Pass	\$ 243.00	24hr Access
Family of 2	6 Month/NonResident	24 Hr Annual DAC Pass	\$ 279.00	24hr Access
Family of 2	1 Year/Resident	24 Hr Annual DAC Pass	\$ 473.00	24hr Access
Family of 2	1 Year/NonResident	24 Hr Annual DAC Pass	\$ 544.00	24hr Access
Family of 4	Monthly Debit	24 Hr Annual DAC Pass	\$ 55.00	24hr Access
Family of 4	3 Month/Resident	24 Hr Annual DAC Pass	\$ 153.00	24hr Access
Family of 4	3 Month/NonResident	24 Hr Annual DAC Pass	\$ 176.00	24hr Access
Family of 4	6 Month/Resident	24 Hr Annual DAC Pass	\$ 297.00	24hr Access
Family of 4	6 Month/NonResident	24 Hr Annual DAC Pass	\$ 342.00	24hr Access
Family of 4	1 Year/Resident	24 Hr Annual DAC Pass	\$ 578.00	24hr Access
Family of 4	1 Year/NonResident	24 Hr Annual DAC Pass	\$ 665.00	24hr Access
Town Employee	1 Year	24 Hr Annual DAC Pass	\$ 12.00	24hr Access
GFAC				
GFAC	Single/Resident	Membership	\$ 80.00	Per Season
GFAC	Single/Non Resident	Membership	\$ 100.00	Per Season
GFAC	Family of 2/Resident	Membership	\$ 130.00	Per Season
GFAC	Family of 2/NonResident	Membership	\$ 160.00	Per Season
GFAC	Family of 3/Resident	Membership	\$ 160.00	Per Season
GFAC	Family of 3/NonResident	Membership	\$ 190.00	Per Season
GFAC	Family of 4/Resident	Membership	\$ 190.00	Per Season
GFAC	Family of 4/NonResident	Membership	\$ 220.00	Per Season
GFAC	Family of 5/Resident	Membership	\$ 220.00	Per Season
GFAC	Family of 5/NonResident	Membership	\$ 250.00	Per Season
GFAC	Family of 6/Resident	Membership	\$ 250.00	Per Season
GFAC	Family of 6/NonResident	Membership	\$ 280.00	Per Season
GFAC	Family of 7/Resident	Membership	\$ 280.00	Per Season
GFAC	Family of 7/NonResident	Membership	\$ 310.00	Per Season
GFAC	Family of 8/Resident	Membership	\$ 310.00	Per Season
GFAC	Family of 8/NonResident	Membership	\$ 340.00	Per Season
GFAC	Family of 9/Resident	Membership	\$ 340.00	Per Season

GFAC	Family of 9/NonResident	Membership		\$ 370.00	Per Season
GFAC	Family of 10/Resident	Membership		\$ 370.00	Per Season
GFAC	Family of 10/NonResident	Membership		\$ 400.00	Per Season
GFAC	Town Employee	Membership		\$ 3.00	Per Person
POINT OF SALE					
DAC	Day Pass	Entry to use Gym or Fitness Equipment		\$ 10.00	Per Day
	Military	Active Military day pass free		Free	Per Day
DAC	Individual	Initiation + one fob		\$ 25.00	Per Membership
		Every Fob after the first		\$ 5.00	Per Membership
		Replacement		\$ 15.00	Replacement
GFAC	Concessions	Varies by product			
GFAC	Day Pass	Day User		\$ 10.00	
GFAC	Twilight Pass	4-7pm swimming hours		\$ 5.00	
GFAC	3 & Under			Free	
GFAC	Spectator Pass	For persons not using the pool but attending		\$ 5.00	
GFAC	Group Discount	20+ Large Group Rate		\$ 5.00	

USE		Description	FEE	
Title	Description		Current	Type
PLANNING	PC/COUNCIL	Petition to Annex	\$50	
PLANNING	PC	Zoning Amend or Map Change	\$500+25/ac	
PLANNING	DRC & PC	Temporary Signage	\$50	
PLANNING	DRC & PC	Permanent Signage	\$100	
PLANNING	DRC	Primary Residential	\$51	
PLANNING	DRC	Accessory greater than 150/sq ft	\$25	
PLANNING	DRC	Primary Commercial	\$150	
PLANNING	DRC	Accessory Commercial	\$100	
PLANNING	PC	Site Plan Review	\$600+25/ac	Preliminary
PLANNING	PC	Site Plan Review	\$400+15/acre	Final
PLANNING	PC	Amended Site Plan Review	\$400+15/ac	Amended
PLANNING	PC	R2C Architectural Assessment	\$124	
PLANNING	PC	Minor Subdivision	\$400+10/lot	Plat
PLANNING	PC	Major Subdivision	\$600+10/lot	Prel. Plat
PLANNING	PC	Major Subdivision	\$450+10/lot	Final Plat
PLANNING	PC	Plat Amendment or Replat	\$349	Amend/Replat
PLANNING	PC	Vacation of Recorded Plat or ROW	\$300+10/lot	
PLANNING	PC	Planned Unit Development	\$650+25/ac	Prel. Plan
PLANNING	PC	Planned Unit Development	\$650+15/ac	Final Plan
PLANNING	PC	Planned Unit Development	\$450+15/ac	Plan Amend
PLANNING	PC	Non-Residential Subdivision	\$600+15/lot	Prel. Plan
PLANNING	PC	Non-Residential Subdivision	\$450+15/lot	Final Plan
PLANNING	PC	Non-Residential Subdivision	\$450+10/lot	Plan Amend
PLANNING	PC	Engineering Review Fees	Billed hourly	
PLANNING	PC	Stormwater Quality Review Fees	\$200/project	
PLANNING	BZA	Administrative Appeal	\$200	
PLANNING	BZA	Amend Written Commitment	\$200	
PLANNING	BZA	Use Variance	\$500+50/additional	
PLANNING	BZA	Development Standard Variance	\$350+50/ea additional	
PLANNING	BZA	Special Exception	\$350+50/ea additional	

PLANNING	PC	Development Inspection Fees	\$100/per hour	Plats/Site Plans
PLANNING	GENERAL	Comprehensive Plan	\$25	
PLANNING	GENERAL	Zoning Ordinance	\$25	
PLANNING	GENERAL	Zoning or Base Map	\$10	
PLANNING	GENERAL	Subdivision Control Ordinance	\$25	
PLANNING	GENERAL	Stormwater Tech Standards	\$25	
PLANNING	GENERAL	Planning and Zoning Research	\$25	Hour
PLANNING	GENERAL	Large Formatting	\$5	Per page
PLANNING/BZA	GENERAL	Specially Called Meeting	\$100	

USE		FEE	
Title	Description	Current	Type
PD	Accident Rpt	\$10	Per Request
PD	copy of accident reports (local only)		
PD	Incident Rpt	\$2	Per Occurrence
PD	Processing and Research Fee		
PD	Fingerprint	\$5	Per Occurrence
PD	Fingerprint card		
PD	Vin check	\$5	Per Occurrence
PD	Vehicle inspection (vin-check)		
PD	Vehicle release	\$25	Per Occurrence
PD	Vehicle impound release (business hours only)		
PD	Credit card fee	\$3	Per Transaction
PD	credit card convenience fee		
PD	LE recordings	\$100	Per USB Flash Drive for law enforcement recordings
PD	law enforcement recordings (in-car, surveillance or body cams video/audio)		
PD	Crash/Incident	\$25	Per USB Flash Drive for law enforcement recordings
PD	Photos		
PD	Gun Safety	\$100	Per Class
PD	Gun safety course		
PD	Background Inv	\$7	Per Occurrence
PD	Background Investigation		
PD	Training room	\$50	Per Day
PD	PD training room rental fee		
PD	firing range	\$100	Per Day
PD	(Law Enforcement) No sublease		
PD	firing range	\$500	Per Day
PD	Non Law Enforcement Agency		
PD	App fee	\$25	Per Applicant
PD	Applicant testing fee		
PD	Golf Cart Violation	\$ 50.00	1st Offense in 12 months
PD	Unregistered Golf Carts		
PD	Golf Cart Violation	\$ 150.00	2nd Offense in 12 months
PD	Unregistered Golf Carts		
PD	Golf Cart Violation	\$ 300.00	3rd Offense in 12 months
PD	Unregistered Golf Carts		

USE		FEE	
Title	Description	Current	Type
Builder Connection Charge - Paid by builder prior to issuance of building permit			
Connection Charge	5/8-3/4 Inch meter	\$ 4,500.00	Per Occurrence
Connection Charge	1 Inch meter	\$ 8,500.00	Per Occurrence
Connection Charge	1 1/2 Inch meter	\$ 14,500.00	Per Occurrence
Connection Charge	2 Inch meter	\$ 25,000.00	Per Occurrence
Connection Charge	3 Inch meter	\$ 57,500.00	Per Occurrence
Connection Charge	4 Inch meter	\$ 100,000.00	Per Occurrence
Connection Charge	6 Inch meter	\$ 100,000.00	Per Occurrence
Connection Charge	8 Inch meter	\$ 100,000.00	Per Occurrence
Developer Acreage Fees - Paid by developer prior to plat approval			
Development	Per Acre Fee	\$ 2,000.00	Per Acre

WATER FEES				
USE		Description	FEE	
Title			Current	Type
Builder Connection Charge - Paid by builder prior to issuance of building permit				
Connection Charge	5/8-3/4	Inch meter	\$2,500.00	Per Occurrence
Connection Charge	1	Inch meter	\$4,500.00	Per Occurrence
Connection Charge	1 1/2	Inch meter	\$10,440.00	Per Occurrence
Connection Charge	2	Inch meter	\$18,000.00	Per Occurrence
Connection Charge	3	Inch meter	\$27,600.00	Per Occurrence
Connection Charge	4	Inch meter	\$48,000.00	Per Occurrence
Connection Charge	6	Inch meter	\$48,000.00	Per Occurrence
Connection Charge	8	Inch meter	\$48,000.00	Per Occurrence
Developer Acreage Fees - Paid by developer prior to plat approval				
Development	Per Acre Fee	Per Acre Fee	\$1,500.00	
Commercial	Annum Sprinkl	1 inch Meter	\$10.76	Per Year
Commercial	Annum Sprinkl	2 inch Meter	\$43.38	Per Year
Commercial	Annum Sprinkl	3 inch Meter	\$97.65	Per Year
Commercial	Annum Sprinkl	4 inch Meter	\$173.59	Per Year
Commercial	Annum Sprinkl	6 inch Meter	\$386.98	Per Year
Commercial	Annum Sprinkl	8 inch Meter	\$687.13	Per Year
Commercial	Annum Sprinkl	10 inch Meter	\$1,074.07	Per Year
Commercial	Annum Sprinkl	12 inch Meter	\$1,547.85	Per Year

USE		FEE	
Title	Description	Current	Type
Violations Bureau	Ord. 24-1997 Smoking in Municipal Buildings	\$ 50.00	First Offense
Violations Bureau	Ord. 24-1997 Smoking in Municipal Buildings	\$ 100.00	Second Offense
Violations Bureau	Ord. 7-1994 Maintenance of a Nuisance	\$ 50.00	First Offense
Violations Bureau	Ord. 7-1994 Maintenance of a Nuisance	\$ 100.00	Second Offense
Violations Bureau	Ord. 4-1994 Noise Control	\$ 50.00	Each Offense
Violations Bureau	Ord. 6-1992 Open Alcohol Containers in Motor Vehicles	\$ 50.00	Each Offense
Violations Bureau	Ord. 1-1992 Smoke Detectors	\$ 100.00	Each Offense
Violations Bureau	Ord. 11-1991 Littering	\$ 100.00	Each Offense
Violations Bureau	Ord. 5-1991 Burning of Refuse	\$ 100.00	Each Offense
Violations Bureau	Ord. 20-1990 Transient Merchants and Other Solicitors	\$ 100.00	Each Offense
Violations Bureau	Ord. 13-1988 Movement and Parking of Vehicles (Parking Violations)	\$ 50.00	Each Offense
Violations Bureau	Ord. 5-1988 Unsafe Buildings	\$ 75.00	First Offense
Violations Bureau	Ord. 5-1988 Unsafe Buildings	\$ 150.00	Second Offense
Violations Bureau	Ord. 2-1988 Excavation of Curbs, Streets and Other Public Ways	\$ 100.00	Each Offense
Violations Bureau	Ord. 14-1986 Handicapped Parking	\$ 100.00	Each Offense
Violations Bureau	Ord. 10-1984 Environmental Requirements on Exterior Property	\$ 75.00	First Offense
Violations Bureau	Ord. 10-1984 Environmental Requirements on Exterior Property	\$ 150.00	Second Offense
Violations Bureau	Ord. 9-2008 Fire Lane Violations	\$ 75.00	Each Offense
Violations Bureau	CO Title 4, Art. I Business in Parks	\$ 50.00	Each Offense
Violations Bureau	CO Title 4, Art. II Park Hours	\$ 50.00	Each Offense
Violations Bureau	CO Title 6, Art. IV Failure to Obtain a Building Permit	\$ 150.00	Each Offense
Violations Bureau	CO Title 11, Art. I Tampering with Fire Hydrants	\$ 500.00	Each Offense
Violations Bureau	CO Title 11, Art. 11 False Fire Alarms	\$ 75.00	4-6 Offenses in Calendar Year

Violations Bureau	CO Title 11, Art. 11	False Fire Alarms	\$	150.00	7-10 Offenses in Calendar Year
Violations Bureau	CO Title 11, Art. 11	False Fire Alarms	\$	250.00	11 or More Offenses in Calendar Year
Admin	Admin – General	Codified Ordinance	\$	50.00	
Admin	Admin – General	Re-Inspection Fee	\$	\$100	Admin
Code Enforcement	Permits	Special Event /For-Profit Party			
Code Enforcement	Permits	Permit – Administrative Fee	\$	50.00	Per Event
Code Enforcement	License	For-Profit Party Permit	\$	250.00	Per Event
Code Enforcement	License	Mobile Food Vehicle	\$	125.00	Per Year
Code Enforcement	License	Transient Merchant	\$	25.00	1 Day
Code Enforcement	License	Transient Merchant	\$	50.00	1 Week
Code Enforcement	License	Transient Merchant	\$	100.00	1 Month
Code Enforcement	Permits	Golf Cart Safety Inspection	\$	25.00	Per Year
Code Enforcement	Permits	Alarm Registration (Residential)	\$	25.00	Every 2 Years
Code Enforcement	Permits	Alarm Registration (Commercial)	\$	50.00	Per Year
Code Enforcement	CO Title 9, Ch. 90	False Alarms (Police)	\$	10.00	Each Offense (Registered – Residential)
Code Enforcement	CO Title 9, Ch. 90	False Alarms (Police)	\$	20.00	Each Offense (Unregistered – Residential)
Code Enforcement	CO Title 9, Ch. 90	False Alarms (Police)	\$	20.00	Each Offense (Registered – Commercial)
Code Enforcement	CO Title 9, Ch. 90	False Alarms (Police)	\$	40.00	Each Offense (Unregistered – Commercial)
Code Enforcement	SIGNS	Banners	\$	50.00	Permit
Code Enforcement	SIGNS	Temporary or Portable	\$	50.00	Permit
Code Enforcement	SIGNS	Awning Sign	\$75+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Hanging Sign	\$75+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Monument (Ground Sign)	\$125+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Pole Sign	\$125+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Projecting Sign	\$75+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Wall Sign	\$125+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	Window Sign	\$75+\$1/sq ft signage area > 25 sq ft		Permit
Code Enforcement	SIGNS	EVMS Sign (Electronic)	\$300+\$1/sq ft signage area > 25 sq ft		Permit

ORDINANCE NO. 10-2024

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA,
ANNEXING TERRITORY TO THE TOWN OF DANVILLE,
PLACING THE SAME WITHIN THE CORPORATION BOUNDARIES THEREOF
AND MAKING THE SAME A PART OF THE TOWN OF DANVILLE**

**JAMES E. AND PAMELA A. BRYNDAL
SUPER-VOLUNTARY ANNEXATION**

WHEREAS, the Town Council ("Council") of the Town of Danville, Indiana ("Town" or "Danville") has received a petition ("Petition") requesting that certain territory generally located in Section 3, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, as hereinafter described ("Annexation Territory"), be annexed by Danville; and

WHEREAS, this Petition has been signed by all (i.e. 100%) of the property owners within the Annexation Territory; and

WHEREAS, the Council deems it desirable and in the best interests of the Town to annex the Annexation Territory; and

WHEREAS, this Annexation Territory is more commonly known as 571 North Washington Street and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

WHEREAS, where the legal description attached as Exhibit A describes land this is contiguous to a public right-of-way that has not previously been annexed, the Annexation Territory shall include the contiguous public right-of-way even if it is not described in Exhibit A, except to the extent prohibited by I.C. § 36-4-3-1.5(c); and

WHEREAS, where the parcel of property within the Annexation Territory is adjacent to a parcel of property within the existing Town limits, the Annexation Territory boundary shall conform to and match the boundary of the existing Town limits so long as it does not result in adding or removing parcels of property from the Annexation Territory depicted in Exhibit A; and

WHEREAS, the Annexation Territory consists of approximately 3.125 acres, and is contiguous to the existing Town limits; and

WHEREAS, prior to adoption of this Ordinance, the Council, by resolution, will have adopted a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory that meets the requirements of I.C. § 36-4-3; and

WHEREAS, the terms and conditions of this annexation, including the written fiscal plan, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town; and

WHEREAS, prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law; and

WHEREAS, the Council finds that the Annexation pursuant to the terms of this Ordinance is fair and equitable and should be accomplished.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Indiana, as follows:

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 1.
4. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby superseded. The paragraphs, sentences, words, and Annexation Territory of this Ordinance are separable, and if a court of competent jurisdiction hereof declares any portion of the Ordinance or the Annexation Territory unconstitutional, invalid, or unenforceable for any reason, such declaration shall not affect the remaining portions of the Annexation Territory or this Ordinance.
5. The effective date of this annexation shall be as soon as allowed by law following its adoption, execution, and publication as required by law.

Introduced on April 17, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on May 15, 2024.

THE TOWN COUNCIL OF THE TOWN OF
DANVILLE, INDIANA

Chris Gearld, President

Michael Chatham, Vice-President

Greg Irby, Member

Brett Doub, Member

Dave Potter, Member

ATTEST:

Carrie Lofton, Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Lesa Ternet
Document prepared by: Lesa Ternet

Super-Voluntary Annexation Timetable
James E. and Pamela A. Bryndal
571 North Washington Street

Apr 1st Petition was filed for annexation into the Town of Danville.

Apr 5th Legal notice submitted to *The Republican*.

Petitioner submits a public hearing notice for annexation to run once in The Republican on April 11th.

Apr 11th Notice of public hearings on annexation and zoning appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Apr 17th Annexation ordinance is introduced.

Apr 30th Minimum 20-day waiting period for public hearing ends.

May 1st Town Council holds public hearing on annexation.

May 1st Minimum 14-day waiting period begins before Council can take final action on annexation.

May 15th Minimum 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

May 15th Fiscal plan is adopted by Town Council.
Town Council adopts annexation ordinance.

May 17th Clerk-Treasurer submits public notice on approved annexation to paper.

May 23rd Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

June 23rd 30-day waiting period ends.

June 24th Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies no later than ninety (90) days after the expiration period for an appeal.

2024-2179

PETITION FOR ANNEXATION

Common Address of Property: 571 N. Washington St Danville IN

[attach legal description and map showing location of property]

Petitioner Name(s): James E and Pamela A Bryndal

Mailing Address of Petitioner: 571 N. Washington St

Petitioner's Phone Number: 317-691-8286

Petitioner's Email: bryndalp@yahoo.com

Property Owner's Name (if not Petitioner): _____

Property Owner's Mailing Address: SAME 32-11-03-300-017.000-02 ^(6.52ac)

Tax ID (Parcel Number) 32-11-03-100-018.000-002 ^{(2.6ac) and}

of Persons Living on Property: 2 Acreage: 3.125

Zoning Sought: R1 Current County Zoning: AGR

Present Use of Property: Residence

Plans for Changes in Use of Property: NONE

Reasons for Seeking Annexation: Water

Electrical Service Provider: Duke Existing Sidewalks: Yes / No

Existing Utilities: Well Septic Other _____ Well to be abandoned: Yes / No

Name(s) of Petitioner(s) - printed or typed
James E. Bryndal Pamela A. Bryndal

Signature(s) of Petitioner(s):
James E. Bryndal Pamela A. Bryndal

Date
3-22-24

[attach affidavit of consent to annexation signed by all owners of the property to be annexed who have not signed this document as petitioner(s)]

Received by
Alesh Tennet

Date
4-1-24

**AGREEMENT NOT TO REMONSTRATE AGAINST ANNEXATION FOR
CONNECTION TO THE TOWN OF DANVILLE'S SANITARY SEWER
AND/OR WATER DISTRIBUTION SYSTEMS**

We, James E and Pamela A Bryndal, owners of approximately 3.125 acres of real property (henceforth called the "Property") described in the attached exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against pending or future annexations of the property by the Town of Danville ("Town") in consideration for the Town's agreement to allow the development on the property to be connected to the Town's sanitary sewer and/or water systems. Connection to and use of the Town's sewer and water systems shall be subject to the terms and conditions generally applicable to other new connections made for properties within the Town (e.g. the sewer laterals and their connections to the Town's sewer main must meet Town specifications; all tap-in and sewer use fees must be paid and the Town's sewer use ordinance requirements must be followed).

We the undersigned agree that this waiver of the right to remonstrate shall also bar the filing of a declaratory judgement action or any other legal or equitable action to contest or appeal the annexation of the property.

Executed this 22 day of March, 2024

James E. Bryndal
Property Owner

Pamela A. Bryndal
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: 4-3-24

SCHEDULE A

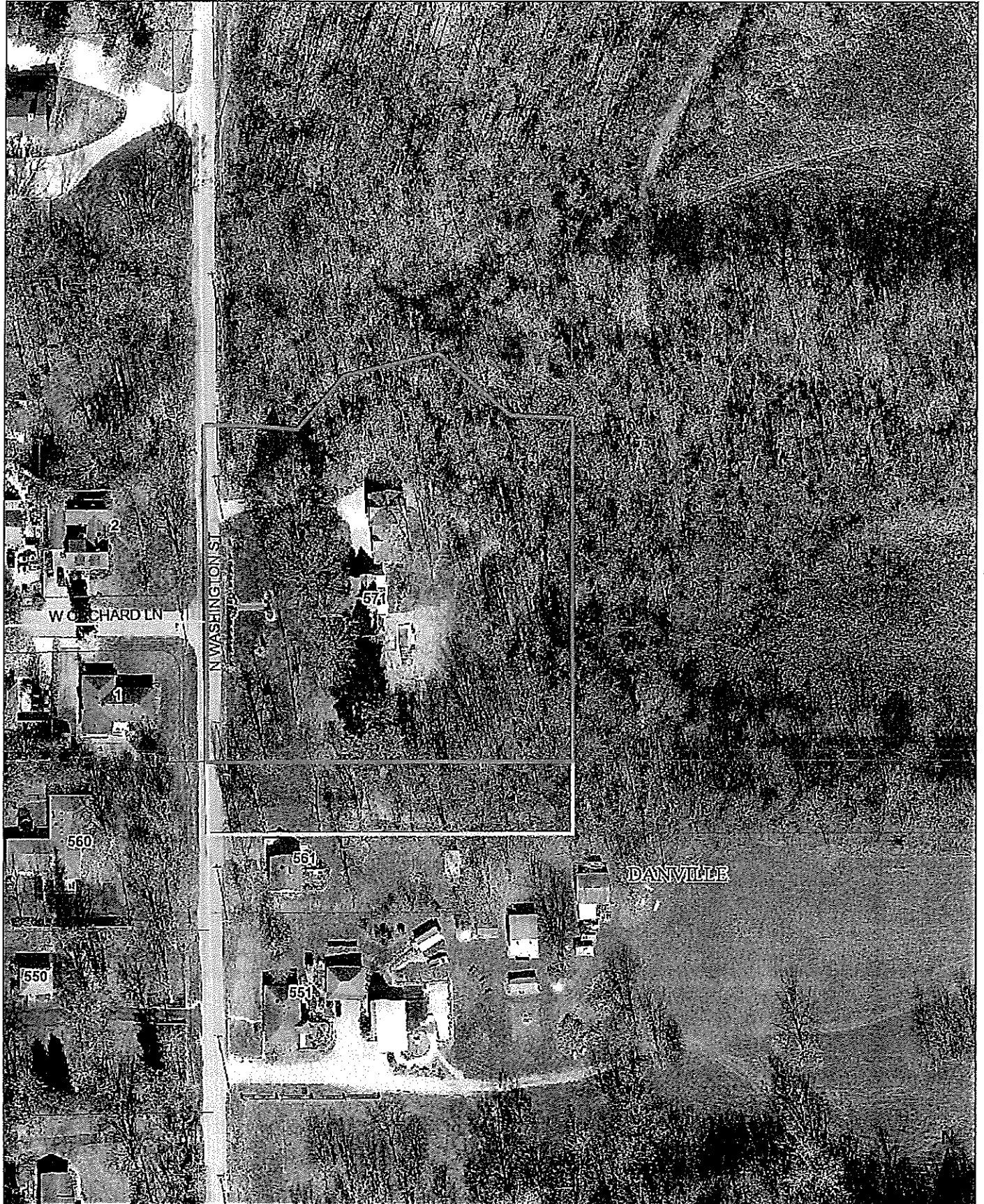
A part of the West Half of the Fractional Northwest Quarter of Section 3, Township 15 North, Range 1 West, Hendricks County, Indiana, described as follows: Beginning at a railroad spike over a stone at the southwest corner of said half-quarter section; thence North 89 degrees 51 minutes 31 seconds East along the south line of said half-quarter section 343.94 feet; thence North 1 degree 42 minutes 51 seconds West 312.78 feet to a steel studded-T line post; thence North 87 degrees 32 minutes 21 seconds West 58.49 feet to the center line of a watercourse; thence North 50 degrees 14 minutes 28 seconds West along said center line 88.15 feet; thence South 77 degrees 29 minutes 48 seconds West along said center line 90.26 feet; thence South 44 degrees 18 minutes 21 seconds West along said center line 66.85 feet; thence North 87 degrees 13 minutes 11 seconds West along said center line 43.24 feet; thence South 89 degrees 31 minutes 21 seconds West along said center line 32.93 feet to the west line of said half-quarter section; thence South 0 degrees 28 minutes 39 seconds East along said west line 305.83 feet to the point of beginning; containing 2.601 acres, more or less. Bearings herein are astronomic as determined at the Hendricks County Magnetic Station in 1928 by the U. S. C. & G. S., now the National Ocean Survey.

Also, a part of the West Half of the Southwest Quarter of Section 3, Township 15 North, Range 1 West, Hendricks County, Indiana, described as follows: Beginning at a railroad spike over a stone at the northwest corner of said half-quarter section; thence North 89 degrees 51 minutes 31 seconds East along the north line of said half-quarter section 343.94 feet; thence South 1 degree 42 minutes 51 seconds East 66.31 feet to a steel studded-T line post on the south line of the north 2.000 acres of said half-quarter section; thence South 89 degrees 51 minutes 31 seconds West parallel with said north line 345.00 feet to the west line of said section; thence North 0 degrees 47 minutes 50 seconds West along said west line 66.29 feet to the point of beginning; containing 0.524 acres, more or less. Bearings herein are astronomic as determined at the Hendricks County Magnetic Station in 1928 by the U. S. C. & G. S., now the National Ocean Survey.

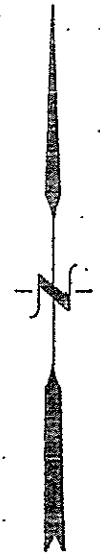
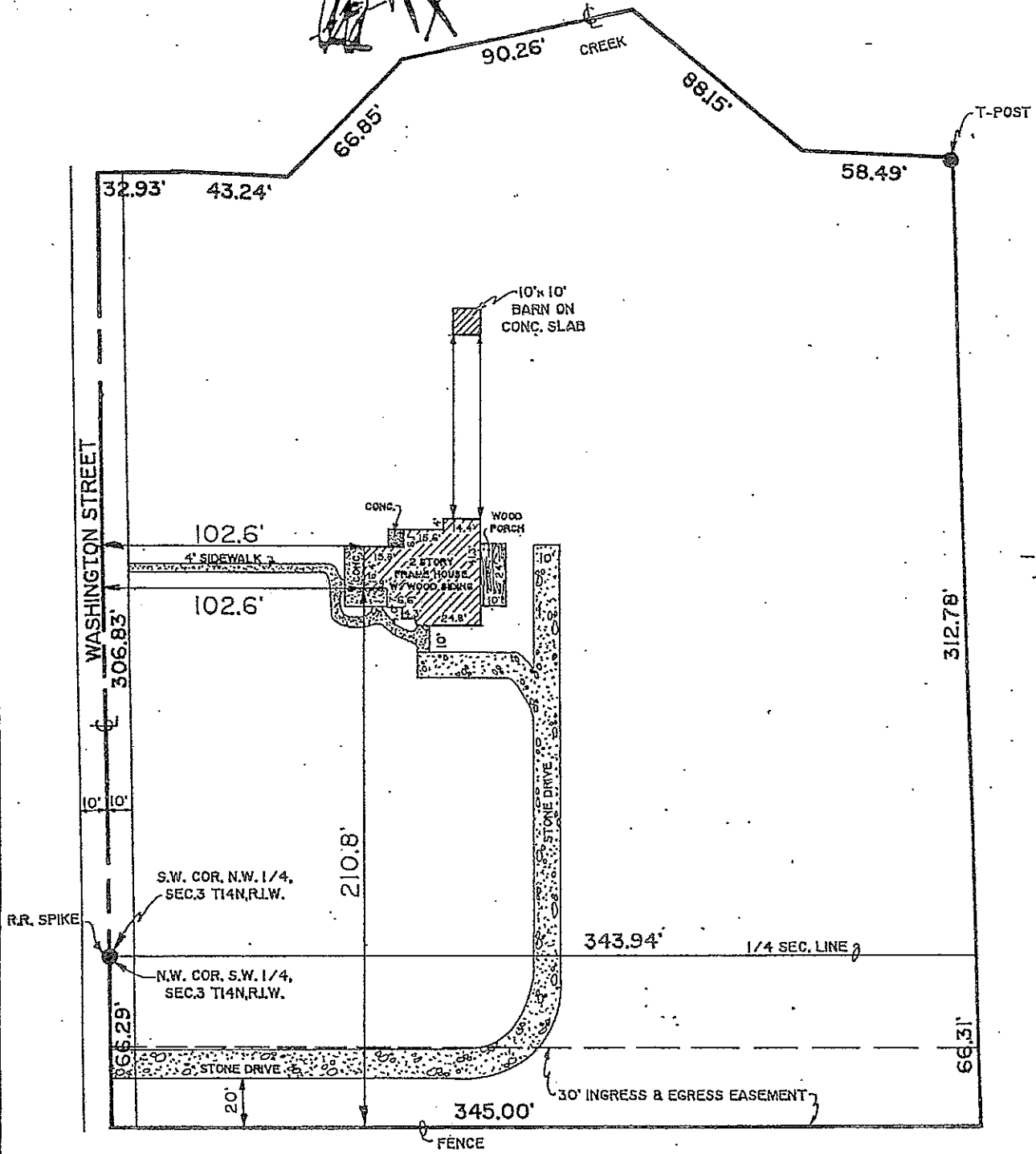
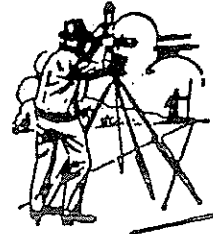
Containing in all, 3.125 acres, more or less.

Exhibit B

Bryndal Annexation



LEWIS ENGINEERING, INC.
1001 East Main Street
Plainfield, Indiana 46168
Tel: 317-839-2412



NOTE: HOUSE, BARN & DRIVE LOCATIONS APPROXIMATE.
A STAKE SURVEY IS REQUIRED TO DETERMINE EXACT LOCATIONS.
NO VISIBLE EVIDENCE OF POSSESSION FOUND.

SEE SHEET 1 FOR LEGAL DESCRIPTION.

ORDINANCE NO. 11-2024

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, ANNEXING TERRITORY TO THE TOWN OF DANVILLE, PLACING THE SAME WITHIN THE CORPORATION BOUNDARIES THEREOF AND MAKING THE SAME A PART OF THE TOWN OF DANVILLE

RICHARD D. AND ROSALIND D. NEEDHAM SUPER-VOLUNTARY ANNEXATION

WHEREAS, the Town Council ("Council") of the Town of Danville, Indiana ("Town" or "Danville") has received a petition ("Petition") requesting that certain territory generally located in Gailcrest Subdivision, Section 1, Lots 10 & 11, Section 1, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, as hereinafter described ("Annexation Territory"), be annexed by Danville; and

WHEREAS, this Petition has been signed by all (i.e. 100%) of the property owners within the Annexation Territory; and

WHEREAS, the Council deems it desirable and in the best interests of the Town to annex the Annexation Territory; and

WHEREAS, this Annexation Territory is more commonly known as 2990 Lynwood Drive and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

WHEREAS, where the legal description attached as Exhibit A describes land this is contiguous to a public right-of-way that has not previously been annexed, the Annexation Territory shall include the contiguous public right-of-way even if it is not described in Exhibit A, except to the extent prohibited by I.C. § 36-4-3-1.5(c); and

WHEREAS, where the parcel of property within the Annexation Territory is adjacent to a parcel of property within the existing Town limits, the Annexation Territory boundary shall conform to and match the boundary of the existing Town limits so long as it does not result in adding or removing parcels of property from the Annexation Territory depicted in Exhibit A; and

WHEREAS, the Annexation Territory consists of approximately .92 acres, and is contiguous to the existing Town limits; and

WHEREAS, prior to adoption of this Ordinance, the Council, by resolution, will have adopted a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory that meets the requirements of I.C. § 36-4-3; and

WHEREAS, the terms and conditions of this annexation, including the written fiscal plan, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town; and

WHEREAS, prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law; and

WHEREAS, the Council finds that the Annexation pursuant to the terms of this Ordinance is fair and equitable and should be accomplished.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Indiana, as follows:

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 3.
4. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby superseded. The paragraphs, sentences, words, and Annexation Territory of this Ordinance are separable, and if a court of competent jurisdiction hereof declares any portion of the Ordinance or the Annexation Territory unconstitutional, invalid, or unenforceable for any reason, such declaration shall not affect the remaining portions of the Annexation Territory or this Ordinance.
5. The effective date of this annexation shall be as soon as allowed by law following its adoption, execution, and publication as required by law.

Introduced on April 17, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on May 15, 2024.

THE TOWN COUNCIL OF THE TOWN OF
DANVILLE, INDIANA

Chris Gearld, President

Michael Chatham, Vice-President

Greg Irby, Member

Brett Doub, Member

Dave Potter, Member

ATTEST:

Carrie Lofton, Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Lesa Ternet

Document prepared by: Lesa Ternet

Super-Voluntary Annexation Timetable
Richard D. & Rosalind Needham
2990 Lynnwood Drive

Apr 2st Petition was filed for annexation into the Town of Danville.

Apr 5th Legal notice submitted to *The Republican*.

Petitioner submits a public hearing notice for annexation to run once in The Republican on April 11th.

Apr 11th Notice of public hearings on annexation and zoning appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Apr 17th Annexation ordinance is introduced.

Apr 30th Minimum 20-day waiting period for public hearing ends.

May 1st Town Council holds public hearing on annexation.

May 1st Minimum 14-day waiting period begins before Council can take final action on annexation.

May 15th Minimum 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

May 15th Fiscal plan is adopted by Town Council.
Town Council adopts annexation ordinance.

May 17th Clerk-Treasurer submits public notice on approved annexation to paper.

May 23rd Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

June 23rd 30-day waiting period ends.

June 24th Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies no later than ninety (90) days after the expiration period for an appeal.

ANNEXATION PETITION PROCESS

1. Submit a complete petition package for consideration by the Town Council. For a petition to be considered complete, it must include the following:

- Signed **Petition For Annexation***
- Legal Description** of property
- Plot Plan** illustrating property described in petition
- When applicable, include a signed **Agreement Not To Remonstrate**
- Fee (\$50)

2. A public hearing is held by the Town Council for the annexation petition.
3. The date for the public hearing will be provided by Town staff after the petition has been filed.
4. Plan to attend the Town Council meeting when the public hearing is held. Meetings start at 7:00 PM and take place at the Danville Town Hall located at 49 N. Wayne Street, Danville, Indiana.
5. For questions or to request additional information, please contact:

Town Planner
49 N. Wayne Street
Danville IN 46122
(317) 745-4180 ext. 1101

* Attach an affidavit of consent to annex signed by all owners of the property to be annexed who did not sign the petition.

2024-2180

PETITION FOR ANNEXATION

Fee: \$58.00

Common Address of Property: 2990 LYNWOOD DR., DANVILLE, IN 46122

[attach legal description and map showing location of property]

Petitioner Name(s): RICHARD & ROSALIND NEEDHAM

Mailing Address of Petitioner: 2990 LYNWOOD DR., DANVILLE, IN 46122

Petitioner's Phone Number: 317-416-1048

Petitioner's Email: dextonneedham@aol.com

Property Owner's Name (if not Petitioner): —

Property Owner's Mailing Address: —

Tax ID / Parcel Number: 32-11-01-435-014.000-002

of Persons Living on Property: 2 Acreage: .92

Zoning Sought: CITY WATER Current County Zoning: —

Present Use of Property: Residence

Plans for Changes in Use of Property: —

Reasons for Seeking Annexation: CITY WATER

Electrical Service Provider: DUKE Existing Sidewalks: Yes / No

Existing Utilities: Well Septic Other Well to be abandoned: Yes / No

RICHARD & ROSALIND NEEDHAM
Name(s) of Petitioner(s) - printed or typed

Richard D. Needham Rosalind D. Needham
Signature(s) of Petitioner(s):

4/2/24
Date

[attach affidavit of consent to annexation signed by all owners of the property to be annexed who have not signed this document as petitioner(s)]

Debra K. Vest
Received by

4-2-24
Date

**AGREEMENT NOT TO REMONSTRATE AGAINST ANNEXATION FOR
CONNECTION TO THE TOWN OF DANVILLE'S SANITARY SEWER
AND/OR WATER DISTRIBUTION SYSTEMS**

We, RICHARD D. NEEDHAM JR. (ROSALIND) NEEDHAM, owners of approximately .92 acres of real property (henceforth called the "Property") described in the attached exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against pending or future annexations of the property by the Town of Danville ("Town") in consideration for the Town's agreement to allow the development on the property to be connected to the Town's sanitary sewer and/or water systems. Connection to and use of the Town's sewer and water systems shall be subject to the terms and conditions generally applicable to other new connections made for properties within the Town (e.g. the sewer laterals and their connections to the Town's sewer main must meet Town specifications; all tap-in and sewer use fees must be paid and the Town's sewer use ordinance requirements must be followed).

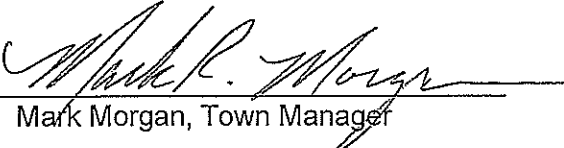
We the undersigned agree that this waiver of the right to remonstrate shall also bar the filing of a declaratory judgement action or any other legal or equitable action to contest or appeal the annexation of the property.

Executed this 2 day of April, 2024


Property Owner


Property Owner

Acceptance of the Town of Danville:

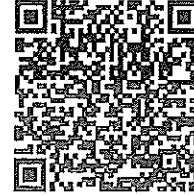
By: 
Mark Morgan, Town Manager

Date: 4-3-24

**NOTICE OF ASSESSMENT OF LAND AND STRUCTURES / IMPROVEMENTS**State Form 21366 (R20 / 1-23)
Prescribed by the Department of Local Government Finance**FORM 11****Exhibit A****THIS IS NOT A TAX BILL**

- The deadline to file an appeal is **June 15, 2023**.
- Scan the QR code for access to your property record card.

MWPSAUTOSEQ***1 of 1***18682
 NEEDHAM, RICHARD D JR & ROSALIND D
 2990 LYNWOOD DR
 DANVILLE IN 46122



Legal Description GAILCREST SEC 1 LOTS 10 & 11	Parcel or Identification Number 32-11-01-435-014.000-002
Property Address (number and street, city, state, and ZIP code) 2990 LYNWOOD DR, DANVILLE, IN 46122	

This notice indicates the assessed value of your property. Information on the valuation of your property and a copy of the property record card can be obtained from the assessing official at the telephone number and address below.

Notice to the taxpayer of the opportunity to appeal (IC 6-1.1-15-1.1, 1.2):

If the taxpayer does not agree with the action of the assessing official giving this notice, an appeal can be initiated to challenge that action. To file an appeal, the taxpayer must file a Form 130, Taxpayer's Notice to Initiate an Appeal, with the township assessor or county assessor in a timely manner. The time-frame to file an appeal on the assessment contained in this notice may have two different filing deadlines. These deadlines are based on the date that this notice is mailed. If this notice is mailed before May 1 of the assessment year, the filing deadline is June 15 of that year. If this notice is mailed on or after May 1 of the assessment year, the filing deadline is June 15 in the year that the tax statements are mailed. (IC 6-1.1-15-1.1) This form is available from the assessing official or at: <https://forms.in.gov/Download.aspx?id=6979>. An assessing official who receives a Form 130 must schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal. The assessing official and taxpayer must exchange the information each party is relying on at the time of the preliminary informal meeting to support the party's respective position on each disputed issue concerning the appeal. If the taxpayer has reason to believe that the township assessor, county assessor, an employee of the township assessor or county assessor, or an appraiser has violated IC 6-1.1-35.7-3 or IC 6-1.1-35.7-4(a), the taxpayer may submit a written complaint to the Department of Local Government Finance under IC 6-1.1-35.7-4(b).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal.

PREVIOUS ASSESSMENT		NEW ASSESSMENT EFFECTIVE JANUARY 1, 2023	
LAND	62,000	LAND	65,000
STRUCTURES	257,800	STRUCTURES	269,600
TOTAL	319,800	TOTAL	334,600

Reason for Revision of Assessment: ANNUAL ADJUSTMENT

- As required by law, your assessment is adjusted each year to reflect market value.
- 2023 assessments for taxes payable in 2024 are based on sales from January 1, 2022 to December 31, 2022.
- Please review whether your New Assessment reflects Market Value (what you would or could sell your property for) as of January 1, 2023.
- If you feel your assessment is not reflective of market value, you may file an appeal by June 15, 2023.
- **Appeals for this assessment year will not be accepted if you wait until your tax bill arrives in the Spring of 2024.**

If the change in assessment is due to a new home, a taxpayer should be aware that there are many property tax benefits or deductions available. Please see INDIANA PROPERTY TAX BENEFITS (State Form 51781) available on the DLGF website: www.IN.gov/dlgr. Other non-residential construction may be eligible for deductions - see Forms 322/RE and Form 322/VBD.

County Hendricks	Township CENTER TOWNSHIP	Date of Notice (month, day, year) 4/26/2023
Assessing Official Nicki Lawson, County Assessor		Telephone Number (317) 745-9207
Address (number and street, city, state, and ZIP code) 355 S Washington St., Ste 230, Danville, IN 46122		

SEE OTHER SIDE FOR MORE INFORMATION

Exhibit B

Needham Annexatin





UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Robert Benjamin
198 N. Wayne St. Danville, IN 46122

2. Title or Position With Governmental Entity: Water Department

3. a. Governmental Entity: Town of Danville

b. County: Hendricks

4. This statement is submitted (check one):
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): York Towing

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

Towing Service

7. **Description of My Financial Interest** (*Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.*):

40% commission

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (*To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.*):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** (*Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.*):

_____	_____
Date Submitted (month, day, year)	Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 4/4/2024
(month, day, year)

Printed Name: Robert Benjamin
(Please print legibly.)

Email Address: Rbenjamin@danville.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

RESOLUTION 10-2024

DANVILLE UTILITY

BAD DEBT WRITE OFF REQUEST

According to I.C. 36-9-23-33(L) "A board may write off a fee or penalty under subsection (a) that is for less than forty dollars (\$40.00)." Also, I.C. 36-9-23-32 "A fee is not enforceable as lien against a subsequent owner of property unless the lien was recorded with the county recorder before the conveyance to the subsequent owner. If payment is not received within 180 days the amount due may be expensed as a bad debt".

Request is being made to write off the following Bad Debt Utility Accounts:

Account Number	Service Address	Name	Amount	Notes
03-027934-11	410 S. Cross St.	Mary Jane Blair	\$152.13	Old debt-never paid
03-027075-06	135 E. Clinton St.	Jeff/Tami Phillips	\$72.48	Old debt-never paid
01-019484-04	318 Old Farm Road	Michelle Eyster	\$48.45	Filed Bankruptcy
03-027902-00	502 S. Cross St.	J.T. Tindall	\$113.78	Deceased
04-029486-02	303 Cook Ave.	Travis McCarthy	\$51.33	Old debt-never paid
03-025906-03	394 N. Wayne St.	Amy Hodges	\$46.73	Old debt-never paid
03-026356-03	499 N. Wayne St.	Kelsey Cano	\$73.38	Sheriff Sale
04-029070-03	5 Fairlane Ct.	Krystle Goodall	\$605.76	Sheriff Sale
04-040142-05	1423 Ripplewood Drive	Joseph Palmer	\$88.97	Old debt-never paid
04-035328-00	1302 Brookwood Circle	Marie Higgins	\$52.25	Deceased
04-035354-05	1345 Brookwood Circle	Jay Leddy	\$144.07	Old debt-never paid

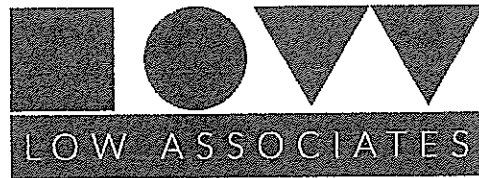
Approved:

Date

Chris Gearld, Council President

Attest:

Carrie Lofton, Clerk-Treasurer



TECHNICAL SERVICE AGREEMENT

This agreement is entered into by and between

**Low Associates, Inc
210 N. Ironwood Drive.
South Bend, IN 46615
(Hereafter referred to as "Company")**

And

**Town of Danville
49 N. Wayne St.
Danville, IN 46122
(Hereafter referred to as "Customer")**

March 26, 2024

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GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

"Documentation" shall mean the user manual and other similar information about the features and use of the program products. Such documentation shall be provided, at Company's option, in either hard copy or in electronic form.

"Database Management Software" shall mean a third party software product that supports the program product in transaction processing application in a distributed environment.

"Database" shall mean a large collection of data organized especially for rapid search and retrieval by a computer.

"Designated Holiday" means each of the following days: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Software Release" means the original of or a successor to a specified program product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Software Error/Defect" Software Error/Defects means any failure of the program product to perform correct calculations.

"Program Products" means Company authored proprietary application software used by the Customer.

II. COMPENSATION

In consideration of the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts set forth in the schedules attached.

III. PAYMENT

Service shall be invoiced as specified on attached schedules. Customer agrees to pay the Company within thirty (30) days of an invoice.

IV. TERM OF SUPPORT AGREEMENT

The initial Agreement shall commence upon the acceptance and signature of Agreement by both the Company and Customer and shall expire on December 31st of the calendar year following the initial Agreement. This Agreement shall renew automatically for an additional term of twelve (12) months unless either party provides the other written notice of termination one hundred fifty (150) days prior to the expiration date of the initial term or any subsequent twelve-month term

V. AGREEMENT

This Agreement includes the schedules attached hereto and, by this reference, made an integral part hereof and constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement. The attached schedules are subject to change annually. Proposed schedule changes will be submitted by June 1st for the subsequent Agreement term. The proposed schedule will include a reminder for the Customer to provide a written notice of termination prior to the expiration date per item IV above if the Customer does not accept the proposed schedule changes.

VI. SEVERABILITY/GOVERNING LAW

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligation of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated. This Agreement will be interpreted under the laws of the State of Indiana.

VII. DEFAULT

The Company may declare this Agreement in default (a) if the company has not received any payments due hereunder within thirty (30) days after their due date, or (b) the Customer fails to fulfill its obligation or violates any other term of this Agreement and fails to correct such violation within thirty (30) days after written notice from the Company, or (c) the Customer violates the terms of any license or agreement for the software provided under this Agreement. Company may pursue any alternative or additional and cumulative remedies provided by law, and may assess against customer all costs and attorney fees incurred in enforcing its right herein, to the extent permitted by law.

The Customer may declare this Agreement in default if (a) the Company fails to install the program in a timely manner, (b) the software program does not perform as represented, (c) the company does not attempt to correct program defects per Section XVIII "Company Responsibilities" within 30 days of being notified of any defects. Customer may pursue any and all remedies for damages resulting from Company's uncured default, including payment of Customer's attorney's fees and other costs of litigation.

VIII. LIFE EXPECTANCY

Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is built, changes very rapidly. Company makes no representations that the software products identified in the Agreement will be functional for the Customer indefinitely. Future resources may be necessary which include, but are not limited to, additional disk storage and memory, as well as workstations/servers and third party software upgrades. The product provided the Customer hereunder will continue to be functional throughout the term of the then current agreement.

IX. AMENDMENT

This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except in writing signed by both parties.

X. INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement.

XI. LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

- A. Worker's compensation
- B. Employer's liability

Upon request by Customer, Company shall provide Customer with Certificate (s) of Insurance.

Company shall not be liable for:

Damages for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Company shall not be liable for any loss, damage or claim resulting from any of the products or services provided, except for loss or damage caused by the negligence of Company.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement, whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage.

To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by the Company.

The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

Type	Coverage	Amount of Insurance
General Liability	Each	1,000,000
	Aggregate	2,000,000
Automobile Liability	Each Accident	1,000,000
Workers Compensation	Employers Liability	100,000/500,000/100,000

XII. WAIVER

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

XIII. REPRESENTATIONS OF CUSTOMER

The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Customer's governing body.

XIV. REPRESENTATIONS OF COMPANY

The Company is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Company in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Company's governing body.

XV. NON-SOLICITATION CUSTOMER

For the duration of this Agreement and for the period of two (2) years following termination hereof, Customer shall not directly or indirectly recruit or attempt to recruit any employee or agent of Company or otherwise initiate any offer or promise of employment with any employee or agent of Company without the prior written consent of Company. If permission is granted by Company to Customer and an employee or agent of Company is employed by Customer any time prior to the termination of this Agreement or the two (2) year period thereafter, then Customer shall pay a fee to Company in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Customer.

XVI. NON-SOLICITATION COMPANY

For the duration of this Agreement and for the period of two (2) years following termination hereof, Company shall not directly or indirectly recruit or attempt to recruit any employee or agent of Customer or otherwise initiate any offer or promise of employment with any employee or agent of Customer without the prior written consent of Customer. If permission is granted by Customer to Company and an employee or agent of Customer is employed by Company any time prior to the termination of this Agreement or the two (2) year period thereafter, then Company shall pay a fee to Customer in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Company. Company has Employee Agreement prohibiting such activities without prior written consent.

XVII. CUSTOMER RESPONSIBILITIES

Customer shall provide the Company a conversion file and required layout from the current software vendor unless other conversion arrangements have been agreed upon by both Customer and Company.

Customer shall provide the Company with access to Customer's facilities and use of Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described

herein, including access after normal working hours and on weekends if required. The Customer shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the Customer.

Customer shall create and maintain timely, accurate and readable electronic backups of all data, program and system files. Company shall not be responsible for data lost due to Customer's failure to maintain proper backups. Company shall not be responsible for data, which cannot be retrieved due to damage or faulty backup media or other circumstance beyond reasonable control.

Customer shall provide and maintain an outside connection to facilitate remote support services. This connection shall be installed prior to equipment/software installation.

XVIII. COMPANY RESPONSIBILITIES

Company shall provide support services for the licensed software identified on Schedule hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. Company shall provide all such services via telephone or on-site contact with Customer and/or remote access into customer's computer system.

Company shall be responsible for using due diligence to attempt to promptly correct or cure any verifiable and reproducible defect in a software program by issuing corrected instructions, a restriction, a bypass or procedural work around or a new release. Company shall not be responsible for correcting any Defect in any version of the program product other than the most recent version/release of the program product.

Company shall issue a new release of the program products from time to time to its contracted support customers. Such releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule.

The Company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner consistent with standard industry practices.

The Company will safeguard any materials, equipment and information provided by the Customer including 3rd party software products, during the term of this Agreement in a manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will comply with applicable state laws, rules, ordinances and regulations to prevent unauthorized disclosure of Customer information.

XIX. INTERNET ACCESS

Company shall not be liable except for loss or damage caused by the negligence or intentional acts of the Company its employee's agents and representatives. Customer hereby assumes the risk of and shall indemnify and hold harmless the Company from and against any claim, loss, damage or expense, incurred, made or suffered by Customer in connection with Customer's use of the Internet, including, but not limited to, any occurrences of (a) unauthorized access by any party (hacking) into any of Customer's equipment, software or databases and (b) computer viruses downloaded to or found to exist on Customer's equipment, software or databases, unless it can be proven that the aforementioned risk/harm was directly caused by non-compliance with Customer prescribed safeguards.

In the event Customer experiences problems associated with or caused by instances of hacking and/or computer viruses and requests Company's technical assistance, Company shall provide such assistance at its standard rates, plus travel expenses, except as covered by technical agreements already in place. No costs shall be incurred by the Customer in the event that the Company is responsible (Reference previous Section XVIII Paragraphs to determine responsibility definitions).

XX. GENERAL

Customer shall maintain a telephone support line to report problems to support staff associated with the covered products listed on Attached Schedules. Telephone support is not intended to serve as a training facility.

Service coverage is 7:30 a.m. to 4:30 p.m. South Bend time, Monday through Friday, excluding Designated Holidays (Outlined in the General Terms and Conditions section). Special Support if necessary can be scheduled. Emergency or unscheduled support (All support NOT Monday through Friday between 7:30am and 4:30pm South Bend Indiana time or NOT previously scheduled could be considered Emergency/Unscheduled support) will be billed at the then current Level 1 Technical Services/Support Agreement rate plus expenses with a four (4) hour minimum.

The Company shall activate an escalation plan to involve the necessary technical resources in the event of extraordinary circumstances. In certain situations a problem may require special effort to return the system, to normal operation, i.e., reloading of system and/or application software, restoration of data files, etc. In such cases it may be necessary to secure

the onsite services of a Company technician. These services will be provided per the Technical Service/Support Agreement Schedule attached. Expenses incurred by the company to resolve software error/defects in the program product will be paid for by the Company.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely affect the operation of those products supplied by Company. In such event Company will provide it best efforts to identify and if practical to resolve the problem. These services will be provided per the Technical Service/Support Agreement attached.

APPLICATION SOFTWARE

I. DELIVERABLES

During the term of Agreement the Company does hereby grant and Customer accepts personal, nontransferable and nonexclusive perpetual right and license to use the application software identified on the attached Schedule.

II. OWNERSHIP/CONFIDENTIALITY

Customer acknowledges that the program products, including all underlying intellectual property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the program products being treated as unpublished works. Customer further acknowledges that the program products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any program products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer's premises for purposes specifically related to Customer's use of the program products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision. Customer shall not allow the Company's program products to enter the public domain.

The program products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not: (a) permit any third party to use the program products or the related documentation without prior written consent of Company, or (b) permit access thereto except by its employees, individuals hired by county, and/or associated government agencies as required to carry out duties the ordinary and normal course of business.

Customer shall have the right to copy the program products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any program products. All copies made by Customer shall be the property of Company.

III. DATABASE MANAGEMENT SOFTWARE

Customer will purchase the third party's Database Management Software that the program product uses and will abide by agreement contract of the third party's Database Management Software.

IV. INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify and defend Customer from any and all suits, judgments, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against or are incurred by Customer arising from a claim that the licensed application program product constitutes an infringement of any United States patent or copyright, or is a trade secret of another, provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any suit, proceeding or action, except such settlement may not adversely impact the customer, unless the customer consents to the settlement.

If the use of any element of a program product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said program product. If this element makes the Company in violation per the warranty the company could be in default.

V. TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of the license(s) granted hereunder, Customer shall certify, in writing, to Company that it has destroyed all electronic and/or archival copies of the program products. With written authorization from the Company the Customer shall be permitted for a reasonable period thereafter to retain one copy of certain materials for record or conversion purposes.

If Company has ceased its ongoing business operations and is not providing the services per this contract regarding the sale or support of “Company authored proprietary application software”; Company will provide the source code to Customer specifically for the purpose of converting software/data.

The source code is being held in escrow by Sopko, Nusbaum, Inabnit, and Kaczmarek, 210 South Michigan Street, Plaza Building – 5th Floor, South Bend, Indiana 46624

This Agreement shall be binding upon the successors and assigns of the parties, provided, however, that no assignment shall be made by either

party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the right or duties hereunder contrary to the foregoing provision shall be void.

Notice permitted or required under this Agreement shall be deemed acceptable when mailed by certified mail, postage prepaid, or when dispatched by facsimile, telex, or cablegram (and followed by a written confirmation mailed by certified mail, postage prepaid, within twenty-four hours after such dispatch).

VI. LOW SOFTWARE LICENSE AGREEMENT

IMPORTANT: By loading and using this software, you agree to all of the terms of this Agreement. Do not load this software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this Agreement, do not install or use this software.

LICENSE: Company grants Customer the following non-exclusive, non-transferable, royalty-free, copyright license subject to the terms of this Agreement. Company grants you the right to copy the software and materials (“Materials”) onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will not copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

OWNERSHIP AND COPYRIGHT OF MATERIAL: Title to the Materials and all copies thereof remains with Company or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Materials. Except as expressly provided herein, Company does not grant any express or implied right to you under Company patents, copyrights, trademarks, or trade secret information.

LIMITATION OF LIABILITY: EXCEPT AS SET FORTH ABOVE IN THIS AGREEMENT , THE MATERIALS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR DAMAGES, FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS. THE SOFTWARE IS BEING

LICENSED BY COMPANY TO CUSTOMER SO THAT CUSTOMER
MAY RUN ITS PAYROLL AND FINANCIAL REPORTING.

Company and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules, understand it, and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Low Associates, Inc.

Low Associates, Inc.
210 N. Ironwood Drive.
South Bend, IN 46614

BY: Low Associates Inc.

NAME: Andrew Low

TITLE: VP/Partner Relations

DATE: 3/26/2024

Customer

Town of Danville
49 N. Wayne St.
Danville, IN 46122

NAME: Town of Danville

DATE: _____

SCHEDULE A

Base Software License: Financial Accounting Suite

Terms of Agreement: (Base Software license requires an annual Maintenance/License Fee)	One time cost.
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Base Software License	\$126,000
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Early Commitment Discount	(\$15,000)
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Software Total	\$111,000
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Payment will be due 45 days after the billing date.

Financial Accounting Suite

For a listing of base and optional software included in this contract, see proposal page 2. Optional Software not included in the base contract can be added in the future with a signed quotation and will be added to base contract upon annual renewal.

The Software proposed requires properly configured Network Hardware. For equipment requirements, see: www.lllow.com.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK
LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT
ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR
INDIRECT.

SCHEDULE B
Technical Service/Support Agreement Financial Suite

Terms of Agreement: January 1, 2024 through December 31, 2025.

Technical Services (Due after billing)	\$71,704
Discount (Payment within 45 Days)	<u>(\$10,500)</u>
Technical Services (Due 45 day after billing)	\$61,204

Technical Service/Support will be used for the following:

Technical Service/Support to be provided includes but is not limited to:

- Data Conversion (Payroll/Financial)
- Training on Licensed Software and Related Software
- Staff Development and Retraining On Any Software As Requested
- Data Base Software
- Consulting and planning as required and requested by Authorized customer personnel.

Staff assigned as required.

Technical Services will be reviewed and a new fee established on an annual basis. The fee presented above is a first year fee which includes significant startup expenses (i.e. conversion, initial training on Windows applications, etc.)

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK
LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT
ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR
INDIRECT.

SCHEDULE C

Annual Maintenance/License Fee – Financial Accounting Suite

Terms of Agreement: January 1, 2025 through December 31, 2025

Services will be billed semi-annually.

Software Maintenance / License	\$36,800
Discount for Early Payment	(\$4,800)
Software Maintenance For Application	\$32,000

The first year will be prorated and billing will begin the first month following installation. Annual discounted fee based on a bi-annual payments Made within 45 days of billing (approximately January 31 and July 31)[†]. If you do not plan on paying within the 45 days pay the full amount. Some 3rd party costs are estimates.

Software Designed, Authored And Licensed By Low
All Low software products are subject to continued revisions

For a listing of base and optional software included in this contract, see proposal page 2. Optional Software not included in the base contract can be added in the future with a signed quotation and will be added to base contract upon annual renewal.

License of Software above allows for a single installation except as noted.

Annual Maintenance Fee includes support questions regarding the application software via our software support phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the internet, mail, or email. The annual Maintenance Fee also includes software updates necessary to correct software defects or periodic software updates for enhancements to the application software provided by Low. All Low software products are subject to continued revisions. Any services not covered by the Annual Maintenance/License Fee can be provided through the use of the Technical Service/Support Agreement.

**FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK
LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT
ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR
INDIRECT.**

SIGNATURE PAGE

BOARD OF COMMISSIONERS OF THE COUNTY OF Steuben "Customer"

Carrie Lofton; Clerk-Treasurer

Date

LOW ASSOCIATES INC. "Company"

Andrew Low; VP; Partner Relations

Date

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Danville hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.



7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____





iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Danville	Population- 9424
49 N. Wayne Street Danville, IN 46122	Prepared by: Brady Hunsaker

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Utility Billing -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage billing and invoices for utilities, trash, water, sewer, etc. -Recurring invoices -Ability to import meter data -iWorQ structured late fee calculations -Online credit/debit card processing integrated with iWorQ (PayRoc) -Configurable reporting -iWorQ formatted bill template -Includes Premium data 100 GB	\$5,350.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$5,350.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$3,200.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.