

# TOWN OF DANVILLE

## Town Council Agenda

May 15, 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 – DDP/Code Enforcement
  - B. Annual Utilities Report – Krohne & Associates
  - C. Bid Opening & Award: Resurfacing – Public Works
  - D. Bid Opening & Award: Microsurfacing – Public Works
  - E. Resolution 6-2024: Fiscal Plan for Annexation – Town Planner
  - F. Ordinance 10-2024: Request for Super-Voluntary Annexation (Adoption) – Town Planner
  - G. Resolution 8-2024: Fiscal Plan for Annexation – Town Planner
  - H. Ordinance 11-2024: Request for Super-Voluntary Annexation (Adoption) – Town Planner
  - I. Resolution 9-2024: Council Procedures – Town Manager
  - J. Ordinance 12-2024: Additional Appropriation (EDIT) – Clerk/Treasurer
  - K. Ordinance 13-2024: Amend Salary Ordinance (FTO) – Clerk/Treasurer
  - L. Agreement for Engineering: Trail Study – Assistant Town Manager
  - M. CER: PLC for Wastewater Plant – Wastewater
  - N. Opioid PBM Update: Request to Opt-in – Town Manager
  - O. Ease Interceptor B.O.T. Agreement – Utilities Director
- 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:

**5/1/24: Council Meeting.** *Will require a Vote.*

- A. Wishes to be Heard: Street Closure** – Representatives from the Downtown Danville Partnership will request various dates for street closures for 2024 events on the square. *Will require a Vote.*
- B. Annual Utilities Report** – Representatives from O.W. Krohne & Associates will present the annual utilities report. Will include Water/Wastewater/Stormwater. *Requires no further Action.*
- C. Bid Opening & Award: Resurfacing** – Public Works will open sealed bids from an RFP for Resurfacing. They intend to make an award upon inspection of documents. *Will require a Vote.*
- D. Bid Opening & Award: Microsurfacing** – Public Works will open sealed bids from an RFP for Microsurfacing. They intend to make an award upon inspection of documents. *Will require a Vote.*
- E. Resolution 6-2024: Fiscal Plan for Annexation** – Town Planner will present a fiscal study for the annexation of the Bryndal property located at 571 N. Washington Street as outlined in Ordinance 10-2024. *Will require a Vote.*
- F. Ordinance 10-2024: Request for Super-Voluntary Annexation (Adoption)** – 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. All timeline requirements have been met. This is up for adoption tonight. *Will require a Vote.*
- G. Resolution 8-2024: Fiscal Plan for Annexation** – Town Planner will present a fiscal study for the annexation of the Needham property located at 2990 Lynwood Drive as outlined in Ordinance 11-2024. *Will require a Vote.*
- H. Ordinance 11-2024: Request for Super-Voluntary Annexation (Adoption)** – 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. All timeline requirements have been met. This is up for adoption tonight. *Will require a Vote.*
- I. Resolution 9-2024: Council Procedures** – Town Manager will present an updated resolution for Council Procedures. The only change is the signature process for documents. *Will require a Vote.*
- J. Ordinance 12-2024: Additional Appropriation (EDIT)** – Clerk/Treasurer will present an ordinance requesting an additional appropriation in the EDIT Fund. The line item for Chamber and HCEDP Contribution was inadvertently omitted at the time of publication. Public notice was provided through proper advertising of tonight's public hearing in accordance with Indiana Statute. **A public hearing will need to be gaveled open – comments taken – public hearing gaveled closed.** This is up for adoption tonight and meets all requirements for this procedure due to advertising and public hearing. No suspension of the rules is required. *Will require a Vote.*
- K. Ordinance 13-2024: Amend Salary Ordinance (FTO)** – Clerk/Treasurer will present an ordinance to amend the 2024 Salary Ordinance. The additional pay stipend for Field Training Officers in the Police Department was inadvertently omitted at the time of publication. Staff is requesting to suspend the rules to act on this matter tonight. Will require a unanimous vote of all in attendance to suspend and then 2/3 to pass the ordinance tonight. *Will require a Vote.*
- L. Agreement for Engineering: Trail Study** – Assistant Town Manager will present an agreement to hire VS Engineering to conduct a study to design the Trail Plan for the Town of Danville. This will include U.S. 36 and Main Street. *Will require a Vote.*
- M. Capital Expenditure Request: PLC for Wastewater Plant** – Wastewater Superintendent will present a request to expend funds to purchase a new PLC for the Wastewater Plant. This was discussed at the 5/1/24 Council Meeting. *Will require a Vote.*
- N. Opioid BPM Update: Request to Opt-In** – Town Manager will present a request to Opt-In to a new Opioid Settlement. *Will require a Vote.*
- O. East Interceptor B.O.T. Agreement** – Utilities Director will present the agreement for the East Interceptor B.O.T. (Build/Operate/Transfer) with Bowen Engineering. *Will require a Vote.*

### Staff and Council Comments

Claim Docket

Payroll Docket

Motion to Adjourn

**\*\*\*Council Members are requested to stay and sign documents after the close of the meeting\*\*\***

## GENERAL EVENT INFORMATION

Event Name: Evenings in Danville - Concert on the Square

Event Location: Downtown Danville

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

Event Date(s): 05/31, 07/06 Event Hours of Operation: 7:00pm - 10:00pm

Set-Up for Event: Date(s): 05/31 + 07/06 Hours: 1:00pm - 4:00pm

Dismantling Event: Date(s): 05/31 + 07/06 Hours: 10:00pm - 11:00pm

Alternate Date (if applicable): \_\_\_\_\_ Admission Fee (if applicable): \_\_\_\_\_

Estimated Attendance: 500 Private or Public Event: Public

Type of Event: (Check all that apply)

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

General Description of Event: Concerts downtown (05/31 part of bicentennial celebration).

## ORGANIZATION INFORMATION

Sponsoring/Planning Organization: Downtown Danville Partnership/Parks/Chamber

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

Address: 49 N. Wayne St, Danville In 46122

Phone: \_\_\_\_\_ Email: danvillepartnership@gmail.com

Web Site: \_\_\_\_\_

Event Manager: Beth Ann Holmes

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: 414-381-7900

\*Email: \_\_\_\_\_

Onsite Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_



APPROVED

Permit No. SEP 24-104 (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.

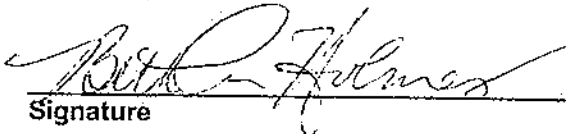
- PROPOSED LAYOUT AND/OR ROUTE INCLUDED (*Mandatory*)
- SECURITY PLANS (*Mandatory*)
- TRAFFIC CONTROL/EMERGENCY EVACUATION PLANS (*Mandatory*)
- STREET CLOSURES (DPW)
- MUSICAL ENTERTAINMENT (Bands, DJ)
- OTHER ENTERTAINMENT (Rides, inflatables, etc.) \_\_\_\_\_
- MASS GATHERING (OVER 5000 PEOPLE)
- 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: \$0<sup>00</sup> (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.

  
Signature

Beth Ann Holmes  
Name Printed

4/5/24  
Date

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

Permit No. SEP 24-104 (to be completed by staff)

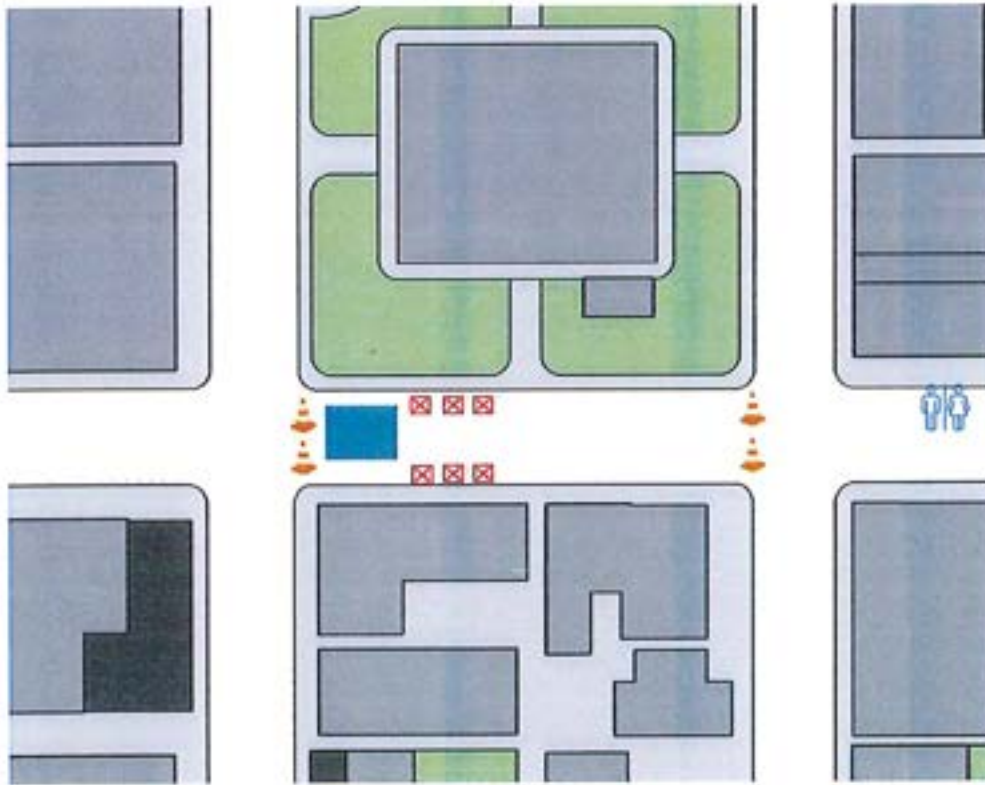
# TOWN OF DANVILLE

## Special Requests & Notes

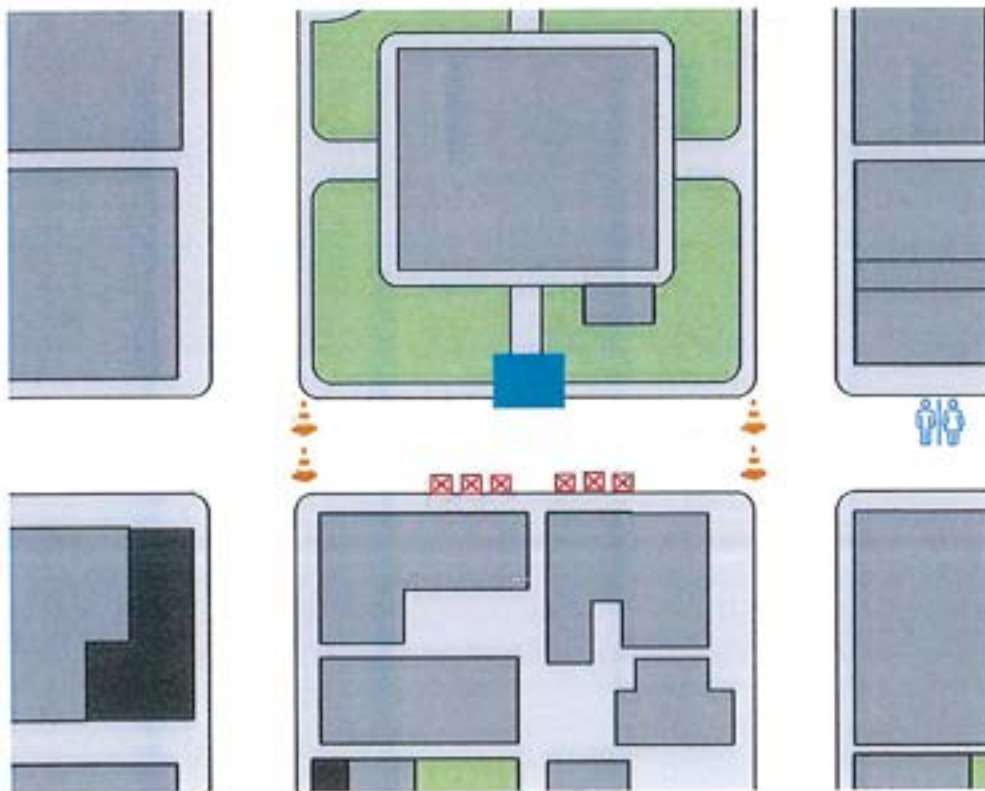
- Handicap spaces on southside of Marion St. need blocked by 1:00pm for stage setup.
- Roads closed by 4:00pm.

## 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.



Map Option #1



Map Option #2

# 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 Routh in Town  
Administration.  
Email: [brout@danvillein.gov](mailto:brout@danvillein.gov)  
Phone: 317-745-4180 ext 1004

### GENERAL EVENT INFORMATION

Event Name: Last Day School Event

Event Location: Marion St - East In front on DIPS

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

Event Date(s): 5/23 Event Hours of Operation: 3-5pm

Set-Up for Event: Date(s): 05/23 Hours: 2-3pm

Dismantling Event: Date(s): 05/23 Hours: 5-6pm

Alternate Date (if applicable): N/A Admission Fee (if applicable): N/A

Estimated Attendance: 300 Private or Public Event: Public

Type of Event: (Check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Festival                          | <input type="checkbox"/> Parade                        | <input type="checkbox"/> Car Wash for Fundraising |
| <input type="checkbox"/> Sporting Event/Run/Walk           | <input type="checkbox"/> Arts and Craft Fair           | <input type="checkbox"/> Circus                   |
| <input type="checkbox"/> Raffle                            | <input type="checkbox"/> Concert                       | <input 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: Games and free ice cream at DIPS

### ORGANIZATION INFORMATION

Sponsoring/Planning Organization: DIPS/Wright Reality/IDDP

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

Address: 101 S. Washington St.

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Web Site: \_\_\_\_\_

Event Manager: ~~Blaine Routh~~ Beth Ann Holmes

Address: 49 N. Wayne St.

Phone: 614-381-7900 Cell Phone: 614-381-7900

\*Email: danvillepartnership@gmail.com

Onsite Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Permit No. SEP 24-105 (to be completed by staff)



APPROVED

# 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.) Inflatables
- 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: \$0<sup>00</sup> (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.

Beth Ann Holmes  
Signature

Beth Ann Holmes  
Name Printed

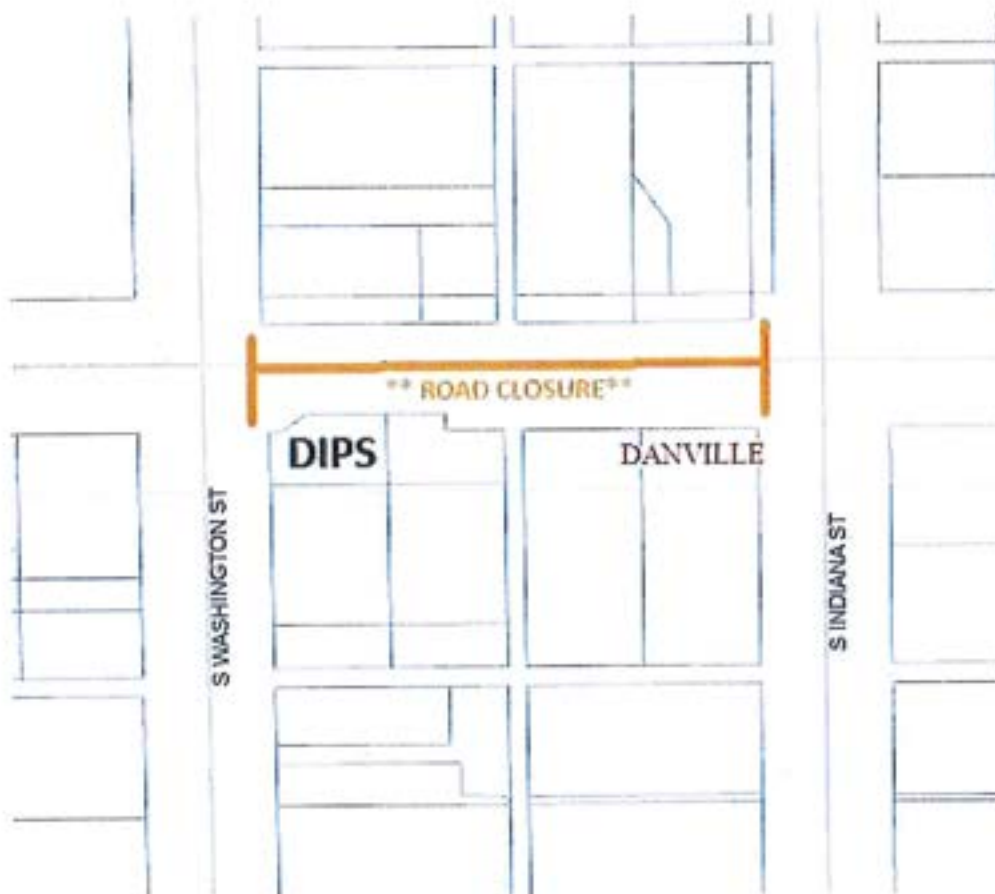
Town of Danville Administration  
Special Event/For-Profit Party Application

5/6/24  
Date

Permit No. SEP 24-105 (to be completed by staff)



## Road Closure Map



### GENERAL EVENT INFORMATION

Event Name: Scares on the Square

Event Location: Downtown Danville

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

Event Date(s): 10/26 Event Hours of Operation: 6-9pm

Set-Up for Event: Date(s): 10/26 Hours: 4-6pm

Dismantling Event: Date(s): 10/26 Hours: 9-10pm

Alternate Date (if applicable): N/A Admission Fee (if applicable): Free

Estimated Attendance: 5,000 Private or Public Event: Public

Type of Event: (Check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Festival                          | <input type="checkbox"/> Parade                        | <input type="checkbox"/> Car Wash for Fundraising |
| <input type="checkbox"/> Sporting Event/Run/Walk           | <input type="checkbox"/> Arts and Craft Fair           | <input type="checkbox"/> Circus                   |
| <input type="checkbox"/> Raffle                            | <input type="checkbox"/> Concert                       | <input 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: Kids Halloween Event. Trunk or treating, activities and food trucks.

### ORGANIZATION INFORMATION

Sponsoring/Planning Organization: Downtown Danville Partnership

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

Address: 49 N. Wayne St

Phone: \_\_\_\_\_ Email: danvillepartnership@gmail.com

Web Site: \_\_\_\_\_

Event Manager: Beth Ann Holmes

Address: \_\_\_\_\_

Phone: 614-361-7900 Cell Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

Onsite Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_



APPROVED

Permit No. SEP 24-106 (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.) Inflatables - 2 on Washington St.
- MASS GATHERING (OVER 5000 PEOPLE)
- TENT(S) OVER 200 SQUARE FEET
- FOOD VENDOR(S) FOOD TRUCKS
- LIQUOR- SOLD OR GIVEN AWAY
- MERCHANDISE/CRAFT VENDORS
- COURTHOUSE LIGHTING (STRING LIGHTS) - Please have string lights on

**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: \$0<sup>00</sup> (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.

Beth Ann Holmes  
Signature

Beth Ann Holmes  
Name Printed

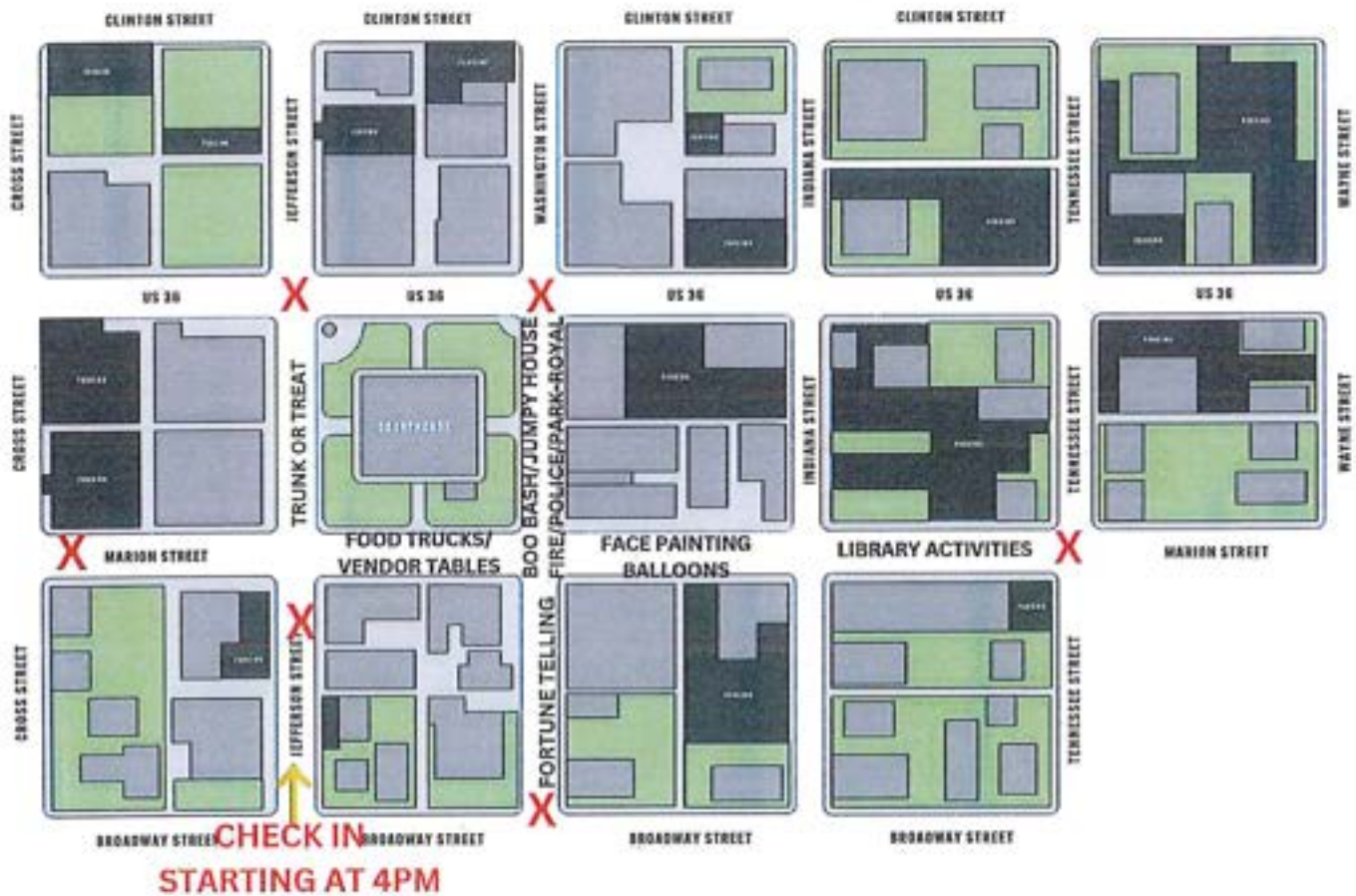
4/5/24  
Date

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

Permit No. SEP 24-106 (to be completed by staff)

# 2024

## SCARES ON THE SQUARE



Jefferson - 36-Marion  
Marion - Cross to Tennessee  
Washington - 36 to Broadway

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: Christmas on the Square

Event Location: Downtown Danville

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

Event Date(s): 11/29/24 Event Hours of Operation: 4-7pm

Set-Up for Event: Date(s): 11/29 Hours: 2-4pm

Dismantling Event: Date(s): 11/29 Hours: 7-8pm

Alternate Date (if applicable): N/A Admission Fee (if applicable): Free

Estimated Attendance: 5,000 Private or Public Event: Public

Type of Event: (Check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Festival                          | <input type="checkbox"/> Parade                        | <input type="checkbox"/> Car Wash for Fundraising |
| <input type="checkbox"/> Sporting Event/Run/Walk           | <input type="checkbox"/> Arts and Craft Fair           | <input type="checkbox"/> Circus                   |
| <input type="checkbox"/> Raffle                            | <input type="checkbox"/> Concert                       | <input 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: Annual Christmas tree lighting.

### ORGANIZATION INFORMATION

Sponsoring/Planning Organization: Downtown Danville Partnership

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

Address: 49 N. Wayne St

Phone: \_\_\_\_\_

Email: danvillepartnership@gmail.com

Web Site: \_\_\_\_\_

Event Manager: Beth Ann Holmes

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: 614-381-7900

\*Email: \_\_\_\_\_

Onsite Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_



APPROVED

Permit No. SEP 24-107 (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) *D*
- OTHER ENTERTAINMENT (Rides, inflatables, etc.) *Live nativity, horse/carriage, Kid train*
- MASS GATHERING (OVER 5000 PEOPLE)
- TENT(S) OVER 200 SQUARE FEET
- FOOD VENDOR(S) *FOOD TRUCKS*
- LIQUOR- SOLD OR GIVEN AWAY
- MERCHANDISE/CRAFT VENDORS
- COURTHOUSE LIGHTING (STRING LIGHTS) *PLEASE HAVE LIGHTS TURNED ON*

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: \$0<sup>00</sup> (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.

*Beth Ann Holmes*  
Signature

Beth Ann Holmes  
Name Printed

4/5/24  
Date

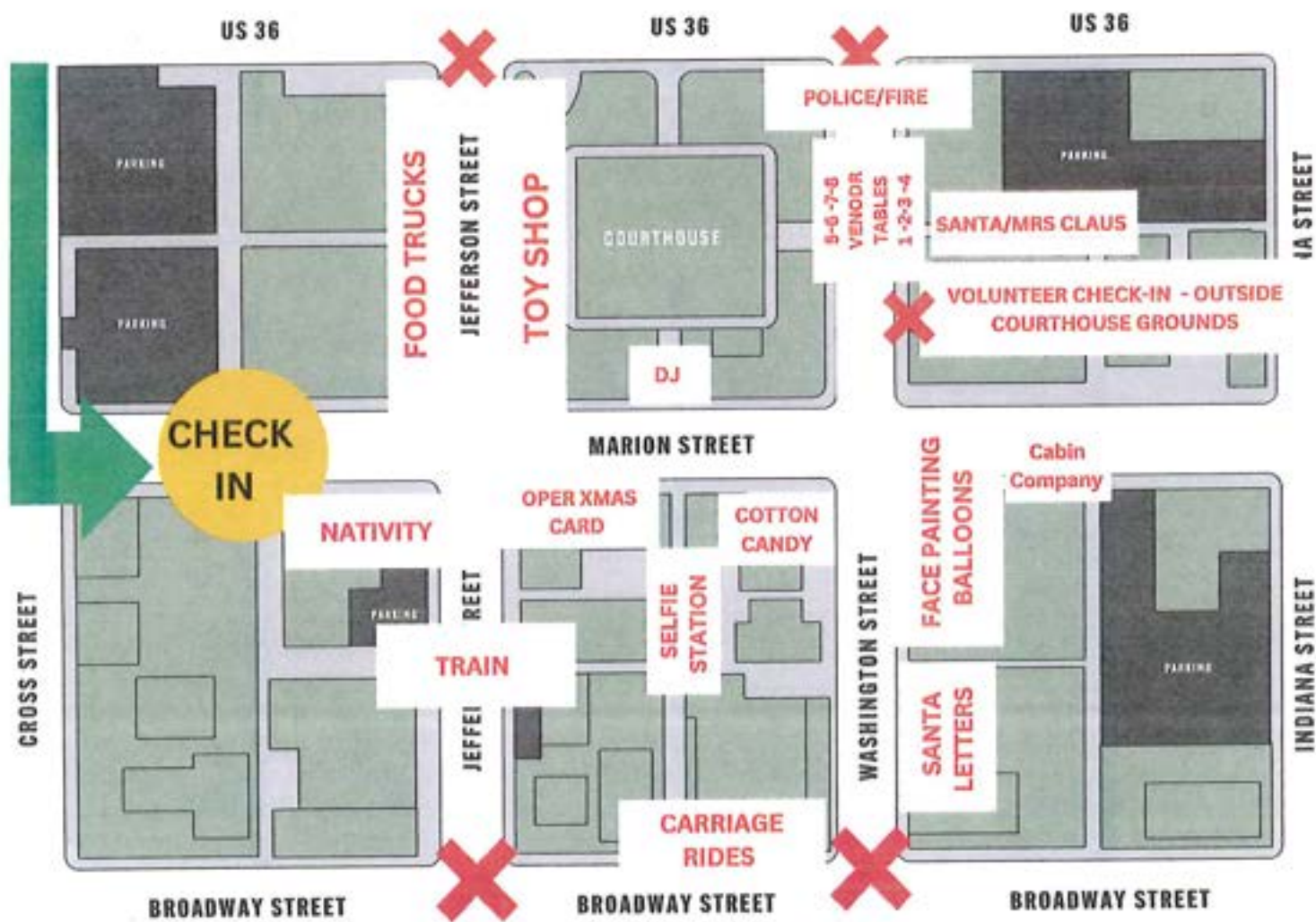
Town of Danville Administration  
Special Event/For-Profit Party Application

Permit No. SEP 24-107 (to be completed by staff)

# CHRISTMAS on the SQUARE

As you enter, please check in with a volunteer to find your exact location.

- Set-up 2-3:30pm - all cars not involved in the event must be moved by 3:30!
- Please enter on Marion St. There will be no entrance onto the square from 36 after roads are closed.
  - Jefferson St. - Food Truck, Danville Christian Church Toy Shop
  - Jefferson/Marion St - Nativity & Train
  - Marion St. (East) - Operation Christmas Card, Cotton Candy, Selfie Station (alley)
  - Washington St. - Santa/Mrs Claus (Alley), vendor table & police/fire & Face Painting



**\*All sponsors are responsible for bringing their own tables/booths.**

## **Table Assignment**

**1 - Hawkeye**

**2 -DR Horton**

**3 -Bassett**

**4 -Anne Englehardt**

**5 - Kick Stand**

**6 - Brett Clark**

**7 - Hendricks County Arts Council**

**8 -Indy Propane**



**TOWN OF DANVILLE  
MUNICIPAL WATER UTILITY**

**ANNUAL REPORT  
FOR THE YEAR ENDED DECEMBER 31, 2023**

May 8, 2024

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**KROHN**  
— ASSOCIATES —  
CPAS AND CONSULTANTS

DANVILLE MUNICIPAL WATER UTILITY

TABLE OF CONTENTS

SEE ACCOUNTANT'S SPECIAL PURPOSE COMPILATION REPORT

SPECIAL PURPOSE REPORT SCHEDULES

| <u>Page(s)</u> |   |
|----------------|---|
| 3              | General Comments and Notes  |
| 4              | Schedule of Test Year and Projected Receipts, Disbursements and Debt Service Coverage |
| 5              | Graph of Historical and Projected Receipts, Disbursements and Cash Reserves           |
| 6              | Comparison of Prior, Current and Projected Revenue Requirements                       |

HISTORICAL FINANCIAL STATEMENTS

|   |   |
|---|---|
| 7 | Comparative Statements of Selected Financial Information Arising from Cash Transactions |
| 8 | Comparative Statements of Cash Receipts and Disbursements                               |

SUPPLEMENTARY INFORMATION

|         |   |
|---------|---|
| 9       | Comparison of Account Balances With Minimum Reserves Required                                 |
| 10      | Schedule of Budgeted Operating Disbursements  |
| 11      | Schedule of Amortization of \$12,290,000 of Outstanding Waterworks Revenue Bonds, Series 2022 |
| 12      | Calculation of Line Loss  |
| 13      | Graph of Historical Billings by Customer Class  |
| 14      | Schedule of Dollars, Gallons and Customers Billed by User Class                               |
| 15 - 16 | Schedule of Current Water Rates and Charges   |

ACCOUNTANT'S SPECIAL PURPOSE COMPILATION REPORT

Ms. Carrie Lofton, Mr. Barry Lofton  
and Members of the Town Council  
Danville Municipal Water Utility  
49 N Wayne Street  
Danville, IN 46122

May 8, 2024

We have, at your request, compiled this annual report. The purpose of this report is to review the prior year-end financials and operations and to consider the future direction and needs of the Danville Municipal Water Utility.

The special purpose report information was prepared for the purpose of providing historical and projected financial information to management for the Danville Municipal Water Utility. We have not audited or reviewed the accompanying special purpose information and, accordingly, do not express an opinion or provide an any form of assurance on the special purpose information. This report was compiled by us, with assumptions provided by management or obtained from other sources. The actual results achieved may vary from the projected information, and those variations may be material. We have no responsibility to update this report for events or circumstances occurring after the date of this report.

Management is responsible for the accompanying financial statements which comprise the statements of selected financial information arising from cash transactions as of December 31, 2023, 2022 and 2021, and the related statements of cash receipts and disbursements for the years then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary information contained on pages 9-16 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all the disclosures ordinarily included in the financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Danville Water Utility's selected financial information arising from cash transactions and cash receipts and disbursements. Accordingly, the financial statements are not designed for those who are not informed on such matters.

O.W. Krohn & Associates LLP  
O.W. Krohn & Associates LLP

# DANVILLE MUNICIPAL WATER UTILITY

## GENERAL COMMENTS AND NOTES

### Year-End Review:

Following the close of calendar year 2023, cash reserves for the water utility increased by approximately \$1.2M when excluding bond transactions. When considering the commitment of approximately \$1.7M water funds on hand for the water treatment plant project, cash reserves now total approximately \$3.3M.

Receipts and disbursements for calendar year 2023 increased as anticipated per the 2020 Rate Study rate adjustments, 2022 Accounting Report related to the Waterworks Revenues Bonds, Series 2022, and per management discussions. With the inflation experienced in 2023, disbursements were up across-the-board. The three-phase rate increase authorized by Ordinance No. 9-2020 and adopted on June 17, 2020, provided increased receipts to offset the inflationary increases as well as increased disbursements for growth of the system.

Increased debt service requirements began in 2023 with the issuance of the 2022 Bonds. Based on the projections, sufficient coverage is estimated through 2028. Coverage of at least 148% is projected for each year through 2028. Per the authorizing bond ordinances, coverage of at least 125% must be maintained. While coverage and cashflows are currently sufficient, any major future projects or increases in operational needs may require additional rate review.

### Ongoing and Future Considerations:

On a historical financial basis, the water utility has been operating well. Cash reserves have accumulated for subsequent capital projects and net operating receipts and historical debt service coverage have been sufficient. However, with the commencement of the water treatment plant project and the related issuance of Waterworks Revenue Bonds, Series 2022, future rate considerations may be required.

Since the completion of the 2020 Rate Study, all phases of the resulting rate adjustments have been implemented. Since 2019, metered sales have increased just over \$1M or approximately 64%. The total required rate adjustment from the 2020 Rate Study was 27.4% which, through rate restructuring and general customer growth, has been exceeded. However, due to the various current economic and market conditions, estimated revenue requirements have increased in parallel with the increased revenues.

A 3% adjustment in rates would increase a residential bill by approximately \$1.00 per month. The Utility may want to consider small annual rate adjustments to continue to build cash reserves and reduce any future borrowings and/or required rate increases.

**TOWN OF DANVILLE  
MUNICIPAL WATER UTILITY**

**SPECIAL PURPOSE REPORT SCHEDULES**

DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF TEST YEAR AND PROJECTED RECEIPTS, DISBURSEMENTS AND DEBT SERVICE COVERAGE  
BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

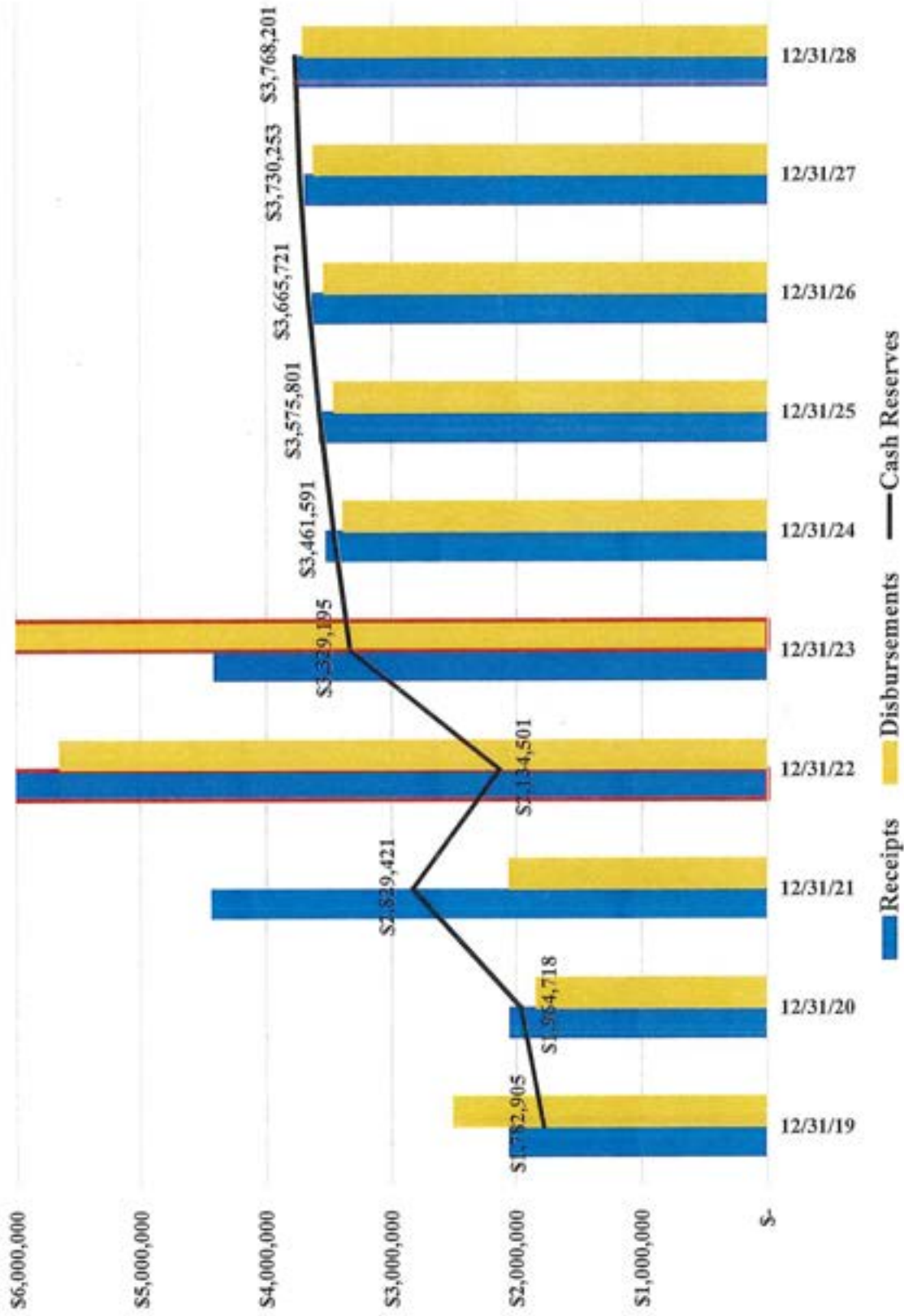
|   | Test Year<br>2023*  | 2024               | 2025               | Projected**<br>2026 | 2027               | 2028               |
|---|---------------------|--------------------|--------------------|---------------------|--------------------|--------------------|
| <b>Operating Receipts:</b>                          |                     |                    |                    |                     |                    |                    |
| Metered Sales                                       | \$ 2,654,775        | \$ 2,707,871       | \$ 2,762,028       | \$ 2,817,269        | \$ 2,873,614       | \$ 2,931,086       |
| Hydrant Rental                                      | 298,041             | 298,041            | 298,041            | 298,041             | 298,041            | 298,041            |
| Other/Misc Operating Receipts                       | 46,580              | 46,580             | 46,580             | 46,580              | 46,580             | 46,580             |
| <b>Total Operating Receipts</b>                     | <b>2,999,396</b>    | <b>3,052,492</b>   | <b>3,106,649</b>   | <b>3,161,890</b>    | <b>3,218,235</b>   | <b>3,275,707</b>   |
| <b>Operating Disbursements:</b>                     |                     |                    |                    |                     |                    |                    |
| Wages and Benefits                                  | 792,444             | 832,100            | 865,384            | 899,999             | 935,999            | 973,439            |
| Purchased Power                                     | 119,514             | 131,500            | 136,760            | 142,230             | 147,919            | 153,836            |
| Chemicals, Materials, Supplies and Repairs          | 329,129             | 345,600            | 359,424            | 373,801             | 388,753            | 404,303            |
| Contractual and Professional Services               | 415,259             | 415,259            | 431,869            | 449,144             | 467,110            | 485,794            |
| Insurance   | 13,968              | 14,500             | 15,080             | 15,683              | 16,310             | 16,962             |
| Other/Misc Operating Disbursements                  | 72,004              | 74,900             | 77,896             | 81,012              | 84,252             | 87,622             |
| <b>Total Operating Disbursements</b>                | <b>1,742,318</b>    | <b>1,813,859</b>   | <b>1,886,413</b>   | <b>1,961,869</b>    | <b>2,040,343</b>   | <b>2,121,956</b>   |
| <b>Net Operating Receipts</b>                       | <b>1,257,078</b>    | <b>1,238,633</b>   | <b>1,220,236</b>   | <b>1,200,021</b>    | <b>1,177,892</b>   | <b>1,153,751</b>   |
| <b>Non-Operating Receipts/(Disbursements):</b>      |                     |                    |                    |                     |                    |                    |
| Interest Income                                     | 178,410             | 150,000            | 150,000            | 150,000             | 150,000            | 150,000            |
| Tap, Connection and Acreage Fees                    | 1,229,925           | 315,000            | 315,000            | 315,000             | 315,000            | 315,000            |
| Payment in Lieu of Taxes                            | -                   | (134,293)          | (137,136)          | (139,979)           | (142,822)          | (145,665)          |
| Debt Service on Bonds                               | (939,488)           | (936,944)          | (933,890)          | (935,122)           | (935,538)          | (935,138)          |
| Capital Outlays (excludes bond funded capital)      | (224,410)           | (500,000)          | (500,000)          | (500,000)           | (500,000)          | (500,000)          |
| <b>Total Non-Operating Receipts/(Disbursements)</b> | <b>244,437</b>      | <b>(1,106,237)</b> | <b>(1,106,026)</b> | <b>(1,110,101)</b>  | <b>(1,113,360)</b> | <b>(1,115,803)</b> |
| <b>Net Cashflow</b>                                 | <b>\$ 1,501,515</b> | <b>\$ 132,396</b>  | <b>\$ 114,210</b>  | <b>\$ 89,920</b>    | <b>\$ 64,532</b>   | <b>\$ 37,948</b>   |
| <b>Debt Service Coverage</b>                        | <b>152.8%</b>       | <b>148.2%</b>      | <b>146.7%</b>      | <b>144.4%</b>       | <b>141.9%</b>      | <b>139.4%</b>      |
| <i>Debt Service Coverage with PTL07</i>             | <i>112.8%</i>       | <i>113.9%</i>      | <i>112.8%</i>      | <i>118.2%</i>       | <i>128.7%</i>      | <i>133.8%</i>      |

\* Test Year 2023 amounts have been adjusted to include capital outlays funded with cash-on-hand only.

\*\* Projected 2024 and subsequent years assume metered sales increases of 2% annually for Town growth. Project 2024 operating disbursements are based on estimated and budgeted amounts (see page 9). Subsequent year disbursements assume a 4% annual inflationary adjustment. Projected non-operating receipts and disbursements for 2024 exclude capital outlays from bond proceeds. Non-operating receipts and disbursements for subsequent years are based on estimated amounts, management and engineering estimates or per actual amortization schedules.

DANVILLE MUNICIPAL WATER UTILITY

GRAPH OF HISTORICAL AND PROJECTED RECEIPTS, DISBURSEMENTS AND CASH RESERVES

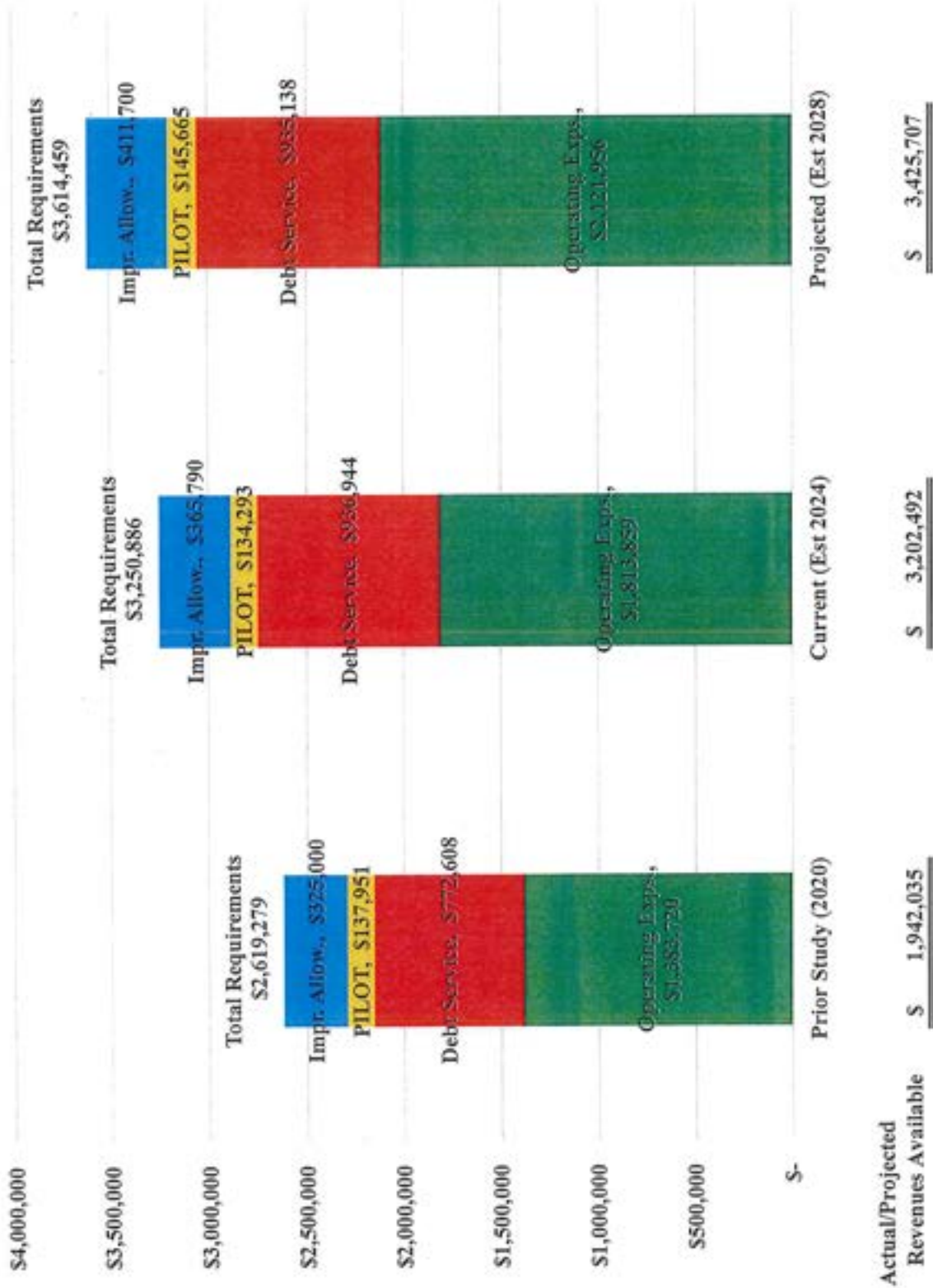


See Accountant's Special Purpose Compilation Report



DANVILLE MUNICIPAL WATER UTILITY

COMPARISON OF PRIOR, CURRENT AND PROJECTED REVENUE REQUIREMENTS



**TOWN OF DANVILLE  
MUNICIPAL WATER UTILITY**

**HISTORICAL FINANCIAL STATEMENTS**

DANVILLE MUNICIPAL WATER UTILITY

COMPARATIVE STATEMENTS OF SELECTED FINANCIAL INFORMATION  
ARISING FROM CASH TRANSACTIONS  
AS OF

|                                      | <u>12/31/2023</u>    | <u>12/31/2022</u>    | <u>12/31/2021</u>    |
|--------------------------------------|----------------------|----------------------|----------------------|
| Utility Plant in Service             | <u>\$ 21,525,013</u> | <u>\$ 12,580,831</u> | <u>\$ 10,991,315</u> |
| Cash and Investments:                |                      |                      |                      |
| Operating Fund                       | \$ 4,315,609         | \$ 3,568,344         | \$ 2,540,445         |
| Plant Replacement Fund               | 1,472,870            | 906,555              | 716,580              |
| Bond and Interest Fund               | 542                  | 542                  | 22,035               |
| Debt Service Reserve Fund            | 250,580              | 62,645               | -                    |
| 2021 BAN Construction Fund           | 282,916              | 282,916              | 1,532,957            |
| 2022 Water Construction Fund         | 1,810,173            | 10,529,945           | -                    |
| Customer Deposit Fund                | <u>41,125</u>        | <u>40,450</u>        | <u>39,975</u>        |
| Total Cash and Investments           | <u>\$ 8,173,815</u>  | <u>\$ 15,391,397</u> | <u>\$ 4,851,992</u>  |
| Long-Term Debt:                      |                      |                      |                      |
| Revenue Bonds of 2017                | \$ -                 | \$ -                 | \$ 346,000           |
| Bond Anticipation Notes, Series 2021 | -                    | -                    | 1,810,000            |
| Revenue Bonds, Series 2022           | <u>12,505,000</u>    | <u>12,715,000</u>    | <u>-</u>             |
| Total Long-Term Debt                 | <u>\$ 12,505,000</u> | <u>\$ 12,715,000</u> | <u>\$ 2,156,000</u>  |

See Accountant's Special Purpose Compilation Report

DANVILLE MUNICIPAL WATER UTILITY

COMPARATIVE STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE TWELVE MONTHS ENDED

|  | <u>12/31/2023</u>   | <u>12/31/2022</u>    | <u>12/31/2021</u>   |
|--|---------------------|----------------------|---------------------|
| Operating Receipts:                            |                     |                      |                     |
| Metered Sales                                  | \$ 2,654,775        | \$ 2,292,102         | \$ 1,964,491        |
| Hydrant Rental                                 | 298,041             | 261,736              | 229,522             |
| Fire Protection                                | 8,097               | 7,537                | 29,350              |
| Penalties                                      | 32,458              | 27,343               | 21,575              |
| Reconnect Fees                                 | 4,950               | 4,850                | 2,000               |
| Miscellaneous                                  | 1,075               | 929                  | 7,860               |
| Total Operating Receipts                       | <u>2,999,396</u>    | <u>2,594,497</u>     | <u>2,254,798</u>    |
| Operating Disbursements:                       |                     |                      |                     |
| Salaries and Wages                             | 576,735             | 496,653              | 395,656             |
| Employee Benefits                              | 215,709             | 176,291              | 136,550             |
| Purchased Power                                | 119,514             | 181,285              | 117,022             |
| Chemicals                                      | 54,730              | 81,542               | 58,275              |
| Materials, Supplies and Repairs                | 274,399             | 261,052              | 222,854             |
| Contractual Services                           | 287,350             | 143,560              | 203,842             |
| Professional Services                          | 127,909             | 86,846               | 53,768              |
| Transportation                                 | 14,033              | 9,562                | 7,702               |
| Insurance                                      | 13,968              | 48,168               | 13,556              |
| Miscellaneous                                  | 57,971              | 13,874               | 17,441              |
| Utility Receipts Tax                           | -                   | 11,000               | 20,000              |
| Total Operating Disbursements                  | <u>1,742,318</u>    | <u>1,509,833</u>     | <u>1,246,666</u>    |
| Net Operating Receipts                         | <u>1,257,078</u>    | <u>1,084,664</u>     | <u>1,008,132</u>    |
| Non-Operating Receipts:                        |                     |                      |                     |
| Interest Income                                | 178,410             | 30,950               | 27,675              |
| Connection/Tap Fees                            | 893,500             | 583,200              | 330,300             |
| Developer Acreage Fees                         | 336,425             | 266,681              | -                   |
| Bond Proceeds                                  | -                   | 12,715,000           | -                   |
| BAN Proceeds                                   | -                   | -                    | 1,810,000           |
| Other Receipts                                 | -                   | 665                  | 14,835              |
| Customer Deposits (Net)                        | 675                 | 475                  | (1,275)             |
| Total Non-Operating Receipts                   | <u>1,409,010</u>    | <u>13,596,971</u>    | <u>2,181,535</u>    |
| Non-Operating Disbursements:                   |                     |                      |                     |
| Costs of Issuance                              | -                   | 155,075              | 42,250              |
| Refunding Revenue Bonds of 2017 Interest       | -                   | 7,072                | 16,306              |
| Bond Anticipation Notes, Series 2021 Interest  | -                   | 18,534               | 12,453              |
| Revenue Bonds of 2022 Interest                 | 514,488             | 152,750              | -                   |
| Refunding Revenue Bonds of 2017 Principal      | -                   | 346,000              | 337,000             |
| Bond Anticipation Notes, Series 2021 Repayment | -                   | 1,810,000            | -                   |
| Revenue Bonds of 2022 Principal                | 425,000             | -                    | -                   |
| Payment in Lieu of Taxes                       | -                   | 63,283               | 63,283              |
| Capital Additions                              | 8,944,182           | 1,589,516            | 340,880             |
| Total Non-Operating Disbursements              | <u>9,883,670</u>    | <u>4,142,230</u>     | <u>812,172</u>      |
| Increase (Decrease) in Cash and Investments    | (7,217,582)         | 10,539,405           | 2,377,495           |
| Beginning Cash and Investments                 | <u>15,391,397</u>   | <u>4,851,992</u>     | <u>2,474,497</u>    |
| Ending Cash and Investments                    | <u>\$ 8,173,815</u> | <u>\$ 15,391,397</u> | <u>\$ 4,851,992</u> |

See Accountant's Special Purpose Compilation Report

**TOWN OF DANVILLE  
MUNICIPAL WATER UTILITY**

**SUPPLEMENTARY INFORMATION**

DANVILLE MUNICIPAL WATER UTILITY

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM RESERVES REQUIRED

|                              | Balance<br>as of<br>12/31/2023 | Minimum<br>Reserves<br>Required (1) | Available<br>for Transfer/<br>(Shortfall) |
|------------------------------|--------------------------------|-------------------------------------|---|
| Operating Fund               | \$ 4,315,609                   | \$ 1,987,464 (2)                    | \$ 2,328,145                              |
| Plant Replacement Fund       | 1,472,870                      | 472,362 (3)                         | 1,000,508                                 |
| Bond and Interest Fund       | 542                            | - (4)                               | 542                                       |
| Debt Service Reserve Fund    | 250,580                        | 250,580 (5)                         | -   |
| 2021 BAN Construction Fund   | 282,916                        | 282,916 (6)                         | -   |
| 2022 Water Construction Fund | 1,810,173                      | 1,810,173 (6)                       | -   |
| Customer Deposit Fund        | <u>41,125</u>                  | <u>41,125 (7)</u>                   | <u>-</u>                                  |
| Total Cash and Investments   | <u>\$ 8,173,815</u>            | <u>\$ 4,844,620</u>                 | <u>\$ 3,329,195</u>                       |

(1) Pursuant to Bond Ordinance No. 05-2017.

(2) Equal to two months of operation and maintenance expenses. However, approximately \$1.7M is reserved for the water treatment plant project.

(3) Reserved for periodic maintenance or improvements. No requirement, but 2% of utility plant in service is recommended minimum.

(4) Monthly transfers should be made in the amount of 1/6th the next interest payment and 1/6th the next principal payment.

(5) Required balance per the transfer schedule provided in the Closing Letter dated 9/15/2022.

(6) Reserved for engineering construction costs for the clearwell, water treatment plant project and other related projects.

(7) Reserved for return to customers.

DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF BUDGETED OPERATING DISBURSEMENTS  
 BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

|                                 | Test Year    | Adjustments | Ref | Budget       |
|---------------------------------|--------------|-------------|-----|--------------|
| Operating Disbursements:        |              |             |     |              |
| Salaries and Wages              | \$ 576,735   | \$ 28,865   | (1) | \$ 605,600   |
| Employee Benefits               | 215,709      | 10,791      | (1) | 226,500      |
| Purchased Power                 | 119,514      | 11,986      | (2) | 131,500      |
| Chemicals                       | 54,730       | 5,470       | (2) | 60,200       |
| Materials, Supplies and Repairs | 274,399      | 11,001      | (3) | 285,400      |
| Contractual Services            | 287,350      | -           | (4) | 287,350      |
| Professional Services           | 127,909      | -           | (4) | 127,909      |
| Transportation                  | 14,033       | 567         | (3) | 14,600       |
| Insurance                       | 13,968       | 532         | (3) | 14,500       |
| Miscellaneous                   | 57,971       | 2,329       | (3) | 60,300       |
| Total Operating Disbursements   | \$ 1,742,318 | \$ 71,541   |     | \$ 1,813,859 |

Assumptions:

- (1) Assumes a 5% cost-of-living adjustments to Test Year amounts.
- (2) Assumes a 10% adjustment for increases in costs and for operation and maintenance of the new water treatment plant.
- (3) Assumes an inflationary adjustment of 4%.
- (4) Per management estimates, it is anticipated that contractual services and professional services will continue to experience increased expenditures as the Town continues to grow. Assumes the increased amounts in the Test Year in comparison to historical expenditures will continue in future

DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF AMORTIZATION OF \$12,290,000 OF OUTSTANDING WATERWORKS  
REVENUE BONDS, SERIES 2022

Assumed Dated September 15, 2022

| Payment Date  | Principal Balance | Interest Rate | Debt Service         |                        |                         | Bond Year Total         |
|---------------|-------------------|---------------|----------------------|------------------------|-------------------------|-------------------------|
|               |                   |               | Principal            | Interest               | Total                   |                         |
| 7/1/2024      | \$ 12,290,000     | 4.08%         | \$ 220,000           | \$ 250,716.00          | \$ 470,716.00           |                         |
| 1/1/2025      | 12,070,000        | 4.08%         | 220,000              | 246,228.00             | 466,228.00              | \$ 936,944.00           |
| 7/1/2025      | 11,850,000        | 4.08%         | 225,000              | 241,740.00             | 466,740.00              |                         |
| 1/1/2026      | 11,625,000        | 4.08%         | 230,000              | 237,150.00             | 467,150.00              | 933,890.00              |
| 7/1/2026      | 11,395,000        | 4.08%         | 235,000              | 232,458.00             | 467,458.00              |                         |
| 1/1/2027      | 11,160,000        | 4.08%         | 240,000              | 227,664.00             | 467,664.00              | 935,122.00              |
| 7/1/2027      | 10,920,000        | 4.08%         | 245,000              | 222,768.00             | 467,768.00              |                         |
| 1/1/2028      | 10,675,000        | 4.08%         | 250,000              | 217,770.00             | 467,770.00              | 935,538.00              |
| 7/1/2028      | 10,425,000        | 4.08%         | 255,000              | 212,670.00             | 467,670.00              |                         |
| 1/1/2029      | 10,170,000        | 4.08%         | 260,000              | 207,468.00             | 467,468.00              | 935,138.00              |
| 7/1/2029      | 9,910,000         | 4.08%         | 265,000              | 202,164.00             | 467,164.00              |                         |
| 1/1/2030      | 9,645,000         | 4.08%         | 270,000              | 196,758.00             | 466,758.00              | 933,922.00              |
| 7/1/2030      | 9,375,000         | 4.08%         | 275,000              | 191,250.00             | 466,250.00              |                         |
| 1/1/2031      | 9,100,000         | 4.08%         | 285,000              | 185,640.00             | 470,640.00              | 936,890.00              |
| 7/1/2031      | 8,815,000         | 4.08%         | 290,000              | 179,826.00             | 469,826.00              |                         |
| 1/1/2032      | 8,525,000         | 4.08%         | 295,000              | 173,910.00             | 468,910.00              | 938,736.00              |
| 7/1/2032      | 8,230,000         | 4.08%         | 300,000              | 167,892.00             | 467,892.00              |                         |
| 1/1/2033      | 7,930,000         | 4.08%         | 305,000              | 161,772.00             | 466,772.00              | 934,664.00              |
| 7/1/2033      | 7,625,000         | 4.08%         | 315,000              | 155,550.00             | 470,550.00              |                         |
| 1/1/2034      | 7,310,000         | 4.08%         | 320,000              | 149,124.00             | 469,124.00              | 939,674.00              |
| 7/1/2034      | 6,990,000         | 4.08%         | 325,000              | 142,596.00             | 467,596.00              |                         |
| 1/1/2035      | 6,665,000         | 4.08%         | 330,000              | 135,966.00             | 465,966.00              | 933,562.00              |
| 7/1/2035      | 6,335,000         | 4.08%         | 340,000              | 129,234.00             | 469,234.00              |                         |
| 1/1/2036      | 5,995,000         | 4.08%         | 345,000              | 122,298.00             | 467,298.00              | 936,532.00              |
| 7/1/2036      | 5,650,000         | 4.08%         | 355,000              | 115,260.00             | 470,260.00              |                         |
| 1/1/2037      | 5,295,000         | 4.08%         | 360,000              | 108,018.00             | 468,018.00              | 938,278.00              |
| 7/1/2037      | 4,935,000         | 4.08%         | 365,000              | 100,674.00             | 465,674.00              |                         |
| 1/1/2038      | 4,570,000         | 4.08%         | 375,000              | 93,228.00              | 468,228.00              | 933,902.00              |
| 7/1/2038      | 4,195,000         | 4.08%         | 380,000              | 85,578.00              | 465,578.00              |                         |
| 1/1/2039      | 3,815,000         | 4.08%         | 390,000              | 77,826.00              | 467,826.00              | 933,404.00              |
| 7/1/2039      | 3,425,000         | 4.08%         | 400,000              | 69,870.00              | 469,870.00              |                         |
| 1/1/2040      | 3,025,000         | 4.08%         | 405,000              | 61,710.00              | 466,710.00              | 936,580.00              |
| 7/1/2040      | 2,620,000         | 4.08%         | 415,000              | 53,448.00              | 468,448.00              |                         |
| 1/1/2041      | 2,205,000         | 4.08%         | 425,000              | 44,982.00              | 469,982.00              | 938,430.00              |
| 7/1/2041      | 1,780,000         | 4.08%         | 430,000              | 36,312.00              | 466,312.00              |                         |
| 1/1/2042      | 1,350,000         | 4.08%         | 440,000              | 27,540.00              | 467,540.00              | 933,852.00              |
| 7/1/2042      | 910,000           | 4.08%         | 450,000              | 18,564.00              | 468,564.00              |                         |
| 1/1/2043      | 460,000           | 4.08%         | 460,000              | 9,384.00               | 469,384.00              | 937,948.00              |
| <b>TOTALS</b> |                   |               | <u>\$ 12,290,000</u> | <u>\$ 5,493,006.00</u> | <u>\$ 17,783,006.00</u> | <u>\$ 17,783,006.00</u> |

See Accountant's Special Purpose Compilation Report



DANVILLE MUNICIPAL WATER UTILITY

CALCULATION OF LINE LOSS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023

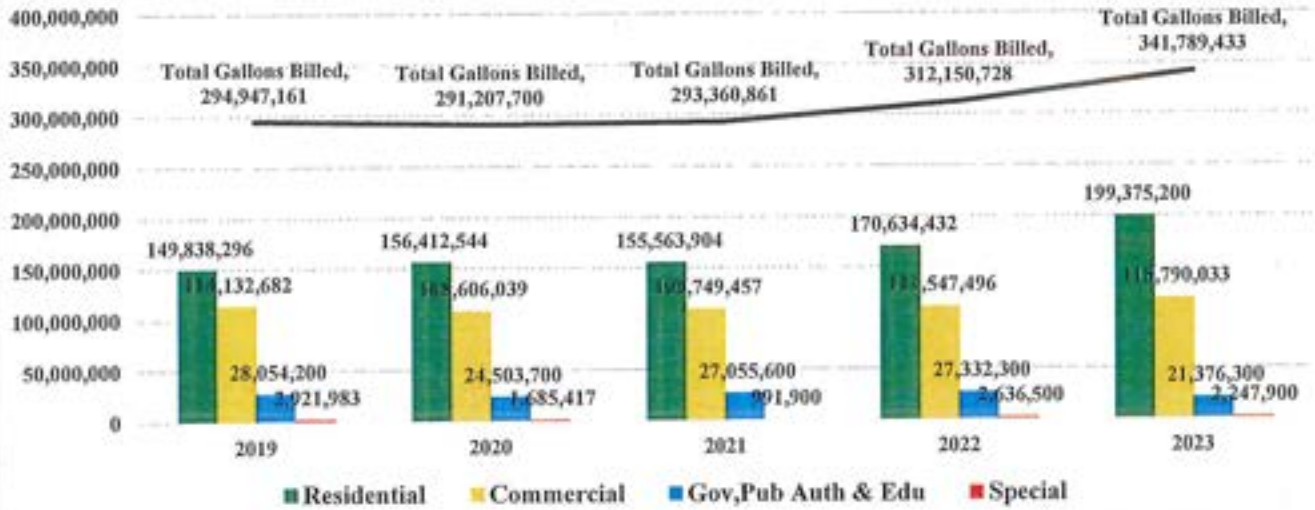
|   | <u>Total<br/>Gallons<br/>Pumped</u> | <u>Total<br/>Gallons<br/>Billed</u> | <u>Variance</u>            |
|---|-------------------------------------|-------------------------------------|----------------------------|
| January   | 31,974,000                          | 23,593,333                          | 8,380,667                  |
| February  | 27,531,000                          | 25,142,800                          | 2,388,200                  |
| March   | 34,329,000                          | 22,081,200                          | 12,247,800                 |
| April   | 35,205,000                          | 21,271,600                          | 13,933,400                 |
| May   | 43,947,000                          | 24,926,400                          | 19,020,600                 |
| June  | 47,122,000                          | 33,326,800                          | 13,795,200                 |
| July  | 43,250,000                          | 32,925,500                          | 10,324,500                 |
| August  | 43,589,000                          | 32,862,400                          | 10,726,600                 |
| September   | 43,109,000                          | 36,637,100                          | 6,471,900                  |
| October   | 39,288,000                          | 36,228,800                          | 3,059,200                  |
| November  | 37,151,000                          | 26,590,100                          | 10,560,900                 |
| December  | <u>35,638,000</u>                   | <u>26,203,400</u>                   | <u>9,434,600</u>           |
| Total   | <u><u>462,133,000</u></u>           | <u><u>341,789,433</u></u>           | 120,343,567                |
| Deduct Hydrant / Main Flushing (2023 Est.)          |                                     |                                     | <u>(20,000,000)</u>        |
| Unaccounted for Water (includes leaks, fires, etc.) |                                     |                                     | <u><u>100,343,567</u></u>  |
|   |                                     | <b>Line Loss</b>                    | <b><u><u>21.7%</u></u></b> |

See Accountant's Special Purpose Compilation Report

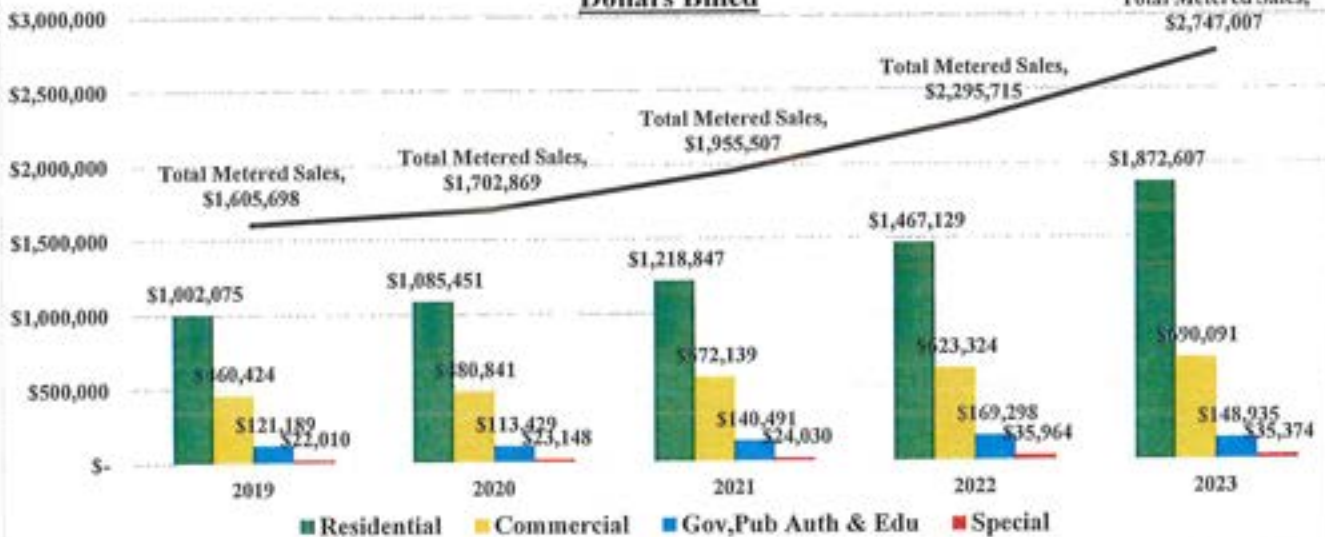
DANVILLE MUNICIPAL WATER UTILITY

GRAPH OF HISTORICAL BILLINGS BY CUSTOMER CLASS

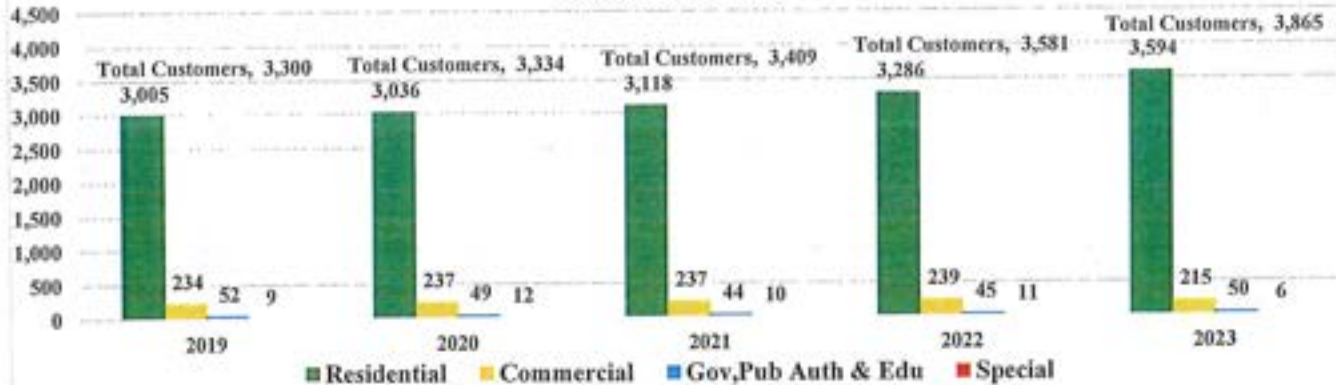
**Gallons Billed**



**Dollars Billed**



**Customer Count**



DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF DOLLARS, GALLONS AND CUSTOMERS BILLED BY USER CLASS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023

|           | Dollars Billed      |                   |                   |                  |                 |                  |                  | Total               |
|-----------|---------------------|-------------------|-------------------|------------------|-----------------|------------------|------------------|---------------------|
|           | Residential         | Commercial        | Comm. Exempt      | Government       | Public Auth.    | Educational      | Special          |                     |
| January   | \$ 110,339          | \$ 36,521         | \$ 10,115         | \$ 7,930         | \$ 654          | \$ 3,388         | \$ 1,884         | \$ 170,831          |
| February  | 123,750             | 41,580            | 11,221            | 10,515           | 672             | 3,395            | 2,190            | 193,323             |
| March     | 108,928             | 38,216            | 12,425            | 7,469            | 642             | 3,477            | 1,884            | 173,041             |
| April     | 107,410             | 40,687            | 11,836            | 4,655            | 649             | 3,243            | 2,497            | 170,977             |
| May       | 126,960             | 42,331            | 14,782            | 5,128            | 672             | 3,383            | 42               | 193,298             |
| June      | 181,160             | 49,653            | 17,170            | 6,559            | 693             | 3,569            | 2,190            | 260,994             |
| July      | 208,733             | 40,576            | 15,394            | 7,228            | 675             | 4,300            | 5,035            | 281,941             |
| August    | 183,498             | 42,503            | 18,237            | 8,502            | 719             | 7,901            | 5,284            | 266,644             |
| September | 211,931             | 48,238            | 21,834            | 6,611            | 706             | 6,018            | 7,282            | 302,620             |
| October   | 210,478             | 47,887            | 19,540            | 5,487            | 686             | 8,634            | 3,185            | 295,897             |
| November  | 153,160             | 38,736            | 15,658            | 5,618            | 676             | 5,488            | 2,564            | 221,900             |
| December  | 146,260             | 38,077            | 16,874            | 4,673            | 636             | 7,684            | 1,337            | 215,541             |
| Total     | <u>\$ 1,872,607</u> | <u>\$ 505,005</u> | <u>\$ 185,086</u> | <u>\$ 80,375</u> | <u>\$ 8,080</u> | <u>\$ 60,480</u> | <u>\$ 35,374</u> | <u>\$ 2,747,007</u> |
| Percent   | 68.17%              | 18.38%            | 6.74%             | 2.93%            | 0.29%           | 2.20%            | 1.29%            | 100.00%             |

|           | Gallons Billed     |                   |                   |                   |                |                  |                  | Total              |
|-----------|--------------------|-------------------|-------------------|-------------------|----------------|------------------|------------------|--------------------|
|           | Residential        | Commercial        | Comm. Exempt      | Government        | Public Auth.   | Educational      | Special          |                    |
| January   | 14,020,600         | 5,819,633         | 1,922,100         | 1,198,500         | 75,900         | 519,600          | 37,000           | 23,593,333         |
| February  | 13,766,300         | 6,817,800         | 2,157,200         | 1,729,600         | 79,100         | 531,700          | 61,100           | 25,142,800         |
| March     | 11,770,800         | 6,167,900         | 2,399,600         | 1,093,100         | 59,000         | 543,800          | 47,000           | 22,081,200         |
| April     | 11,577,400         | 6,643,300         | 2,282,800         | 481,100           | 60,000         | 213,000          | 14,000           | 21,271,600         |
| May       | 13,913,400         | 6,929,300         | 2,908,000         | 532,600           | 68,400         | 530,100          | 44,600           | 24,926,400         |
| June      | 20,074,900         | 8,243,400         | 3,410,400         | 815,400           | 68,100         | 538,700          | 175,900          | 33,326,800         |
| July      | 21,220,300         | 6,501,700         | 3,061,000         | 961,100           | 65,300         | 679,000          | 437,100          | 32,925,500         |
| August    | 18,878,400         | 6,878,900         | 3,641,300         | 1,248,700         | 68,700         | 1,443,400        | 703,000          | 32,862,400         |
| September | 21,998,800         | 7,974,600         | 4,424,400         | 862,600           | 70,300         | 1,035,300        | 271,100          | 36,637,100         |
| October   | 21,775,900         | 7,882,200         | 3,936,000         | 631,500           | 74,400         | 1,585,800        | 343,000          | 36,228,800         |
| November  | 15,579,200         | 6,204,300         | 3,115,300         | 570,300           | 64,100         | 943,700          | 113,200          | 26,590,100         |
| December  | 14,799,200         | 6,096,500         | 3,372,400         | 475,800           | 55,600         | 1,403,000        | 900              | 26,203,400         |
| Total     | <u>199,375,200</u> | <u>82,159,533</u> | <u>36,630,500</u> | <u>10,600,300</u> | <u>808,900</u> | <u>9,967,100</u> | <u>2,247,900</u> | <u>341,789,433</u> |
| Percent   | 58.34%             | 24.04%            | 10.72%            | 3.10%             | 0.24%          | 2.92%            | 0.66%            | 100.02%            |

|          | Customer Count |            |              |            |              |             |          | Total        |
|----------|----------------|------------|--------------|------------|--------------|-------------|----------|--------------|
|          | Residential    | Commercial | Comm. Exempt | Government | Public Auth. | Educational | Special  |              |
| January  | 3,388          | 233        | 8            | 25         | 11           | 9           | 7        | 3,681        |
| December | 3,799          | 183        | 5            | 34         | 10           | 9           | 5        | 4,045        |
| Average  | <u>3,594</u>   | <u>208</u> | <u>7</u>     | <u>30</u>  | <u>11</u>    | <u>9</u>    | <u>6</u> | <u>3,863</u> |

DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF CURRENT WATER RATES AND CHARGES

*Per Water Rate Ordinances 9-2020 and 12-2022*

|   |                         |              |                          | <u>Prior Rates</u> |                 | <u>URT Repeal</u> |
|---|-------------------------|--------------|--------------------------|--------------------|-----------------|-------------------|
|   |                         |              |                          | <u>Phase 1</u>     | <u>Phase 2</u>  | <u>Phase 3</u>    |
|   |                         |              |                          | <i>7/1/2020</i>    | <i>4/1/2021</i> | <i>7/1/2022</i>   |
| <u>Monthly Metered Rates (per 1,000 gallons):</u> |                         |              |                          |                    |                 |                   |
| <u>Residential Customers:</u>                     |                         |              |                          |                    |                 |                   |
| First   | 2,000                   | Gallons      |                          | \$ 7.25            | \$ 8.27         | \$ 9.12           |
| Next  | 7,000                   | Gallons      |                          | 6.25               | 7.15            | 7.89              |
| Over  | 9,000                   | Gallons      | <i>Conservation Rate</i> | 8.00               | 9.12            | 10.06             |
| <u>Non-Residential Customers:</u>                 |                         |              |                          |                    |                 |                   |
| First   | 2,000                   | Gallons      |                          | \$ 7.25            | \$ 8.27         | \$ 9.12           |
| Next  | 7,000                   | Gallons      |                          | 6.25               | 7.15            | 7.89              |
| Next  | 91,000                  | Gallons      |                          | 5.00               | 5.72            | 6.31              |
| Over  | 100,000                 | Gallons      |                          | 3.75               | 4.30            | 4.73              |
| <u>Monthly Minimum Charges:</u>                   |                         |              |                          |                    |                 |                   |
|   | <u>Gallons</u>          | <u>Class</u> |                          |                    |                 |                   |
| <u>Meter size:</u>                                |                         |              |                          |                    |                 |                   |
| 5/8-3/4 Inch meter                                | 2,000                   | Res          | \$                       | 14.50              | \$ 16.50        | \$ 18.24          |
| 1 Inch meter                                      | 5,000                   | Res          |                          | 33.25              | 37.90           | 41.91             |
| 1 1/2 Inch meter                                  | 11,600                  | Non-Res      |                          | 71.25              | 81.22           | 89.88             |
| 2 Inch meter                                      | 20,000                  | Non-Res      |                          | 113.25             | 129.08          | 142.88            |
| 3 Inch meter                                      | 46,000                  | Non-Res      |                          | 243.25             | 277.28          | 306.94            |
| 4 Inch meter                                      | 80,000                  | Non-Res      |                          | 413.25             | 471.08          | 521.48            |
| 6 Inch meter                                      | 182,000                 | Non-Res      |                          | 820.75             | 935.63          | 1,035.54          |
| 8 Inch meter                                      | 323,800                 | Non-Res      |                          | 1,386.25           | 1,558.71        | 1,706.25          |
| <u>Public Fire Protection:</u>                    |                         |              |                          |                    |                 |                   |
| <u>Meter size:</u>                                |                         |              |                          |                    |                 |                   |
| 5/8-3/4 Inch meter                                |                         |              | \$                       | 4.22               | \$ 4.83         | \$ 5.39           |
| 1 Inch meter                                      |                         |              |                          | 10.54              | 12.03           | 13.47             |
| 1 1/2 Inch meter                                  |                         |              |                          | 24.45              | 27.84           | 31.19             |
| 2 Inch meter                                      |                         |              |                          | 42.17              | 47.99           | 53.76             |
| 3 Inch meter                                      |                         |              |                          | 96.99              | 110.32          | 123.61            |
| 4 Inch meter                                      |                         |              |                          | 168.68             | 191.83          | 214.94            |
| 6 Inch meter                                      |                         |              |                          | 168.68             | 191.83          | 214.94            |
| 8 Inch meter                                      |                         |              |                          | 168.68             | 191.83          | 214.94            |
| <u>Private Fire Protection:</u>                   |                         |              |                          |                    |                 |                   |
| Hydrant Rental                                    | (per Hydrant per Annum) |              | \$                       | 386.98             | \$ 440.02       | \$ 493.02         |

See Accountant's Special Purpose Compilation Report

DANVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF CURRENT WATER RATES AND CHARGES

*Per Water Rate Ordinances 9-2020 and 12-2022*

(CONTINUED)

|  | Prior Rates     |                 | URT Repeal      |
|--|-----------------|-----------------|-----------------|
|  | Phase 1         | Phase 2         | Phase 3         |
|  | <i>7/1/2020</i> | <i>4/1/2021</i> | <i>7/1/2022</i> |
| <u>System Development Charges:</u>   |                 |                 |                 |
| <u>Connection Charges (1):</u>   |                 |                 |                 |
| <u>Meter Size</u>  |                 |                 |                 |
| 5/8-3/4 Inch meter   | \$ 2,400        | \$ 2,400        | \$ 2,400        |
| 1 Inch meter   | 4,500           | 4,500           | 4,500           |
| 1 1/2 Inch meter   | 10,440          | 10,440          | 10,440          |
| 2 Inch meter   | 18,000          | 18,000          | 18,000          |
| 3 Inch meter (2)   | 27,600          | 27,600          | 27,600          |
| 4 Inch meter (2)   | 48,000          | 48,000          | 48,000          |
| 6 Inch meter (2)   | 48,000          | 48,000          | 48,000          |
| 8 Inch meter (2)   | 48,000          | 48,000          | 48,000          |
| (1) Connection charges will be based on the greater of meter size or equivalent domestic units (167 gallons per day) served based on Table 2-1 in IAC 327. |                 |                 |                 |
| (2) Plus labor and materials expenses in excess.   |                 |                 |                 |
| <u>Acreage Fees</u>  |                 |                 |                 |
| Charge per acre  | \$ 1,500        | \$ 1,500        | \$ 1,500        |

**TOWN OF DANVILLE  
MUNICIPAL WASTEWATER UTILITY**

**ANNUAL REPORT**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

May 8, 2024

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**KROHN**  
— ASSOCIATES —  
CPAS AND CONSULTANTS

DANVILLE MUNICIPAL WASTEWATER UTILITY

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ACCOUNTANT'S SPECIAL PURPOSE COMPILATION REPORT

Ms. Carrie Lofton, Mr. Barry Lofton  
and Members of the Town Council  
Danville Municipal Wastewater Utility  
49 N Wayne Street  
Danville, IN 46122

May 8, 2024

We have, at your request, compiled this annual report. The purpose of this report is to review the prior year-end financials and operations and to consider the future direction and needs of the Danville Municipal Wastewater Utility.

The special purpose report information was prepared for the purpose of providing historical and projected financial information to management for the Danville Municipal Wastewater Utility. We have not audited or reviewed the accompanying special purpose information and, accordingly, do not express an opinion or provide an any form of assurance on the special purpose information. This report was compiled by us, with assumptions provided by management or obtained from other sources. The actual results achieved may vary from the projected information, and those variations may be material. We have no responsibility to update this report for events or circumstances occurring after the date of this report.

Management is responsible for the accompanying financial statements which comprise the statements of selected financial information arising from cash transactions as of December 31, 2023, 2022 and 2010, and the related statements of cash receipts and disbursements for the years then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary information contained on pages 9-18 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, conclusion, nor provide any assurance on such information.



Management has elected to omit substantially all the disclosures ordinarily included in the financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Danville Wastewater Utility's selected financial information arising from cash transactions and cash receipts and disbursements. Accordingly, the financial statements are not designed for those who are not informed on such matters.

*O.W. Krohn & Associates LLP*  
O.W. Krohn & Associates LLP

# DANVILLE MUNICIPAL WASTEWATER UTILITY

## GENERAL COMMENTS AND NOTES

### Year-End Review:

Following the close of calendar year 2023, cash reserves for the wastewater utility increased by approximately \$1.3M. Total cash reserves have been low, historically, and the 2020 Rate Study rate adjustments have provided the necessary increase in reserves. However, when considering the wastewater projects ongoing and upcoming, the current increase experienced will likely level off.

Increases in receipts and disbursements for calendar year 2023 exceeded anticipated amounts presented in the 2020 Rate Study. The 2023 Rate Study provided proper rate adjustments and updates pursuant to the significant inflation and increase in capital needs experienced since the 2020 Rate Study was completed.

In December of 2023, the Utility issued the Sewage Works Revenue Bonds, Series 2023 to provide funding for a variety of projects listed below:

- 1) Eastside Interceptor Improvements
- 2) 200 E and 75 S Main Extension
- 3) Southside Interceptor Improvements
- 4) Park Ridge Lift Station Improvements
- 5) County Homes Lift Station Improvements

To provide the necessary cashflow for the related debt service requirements, the Utility adopted a 3-phase rate increase with the final phase to become effective January 1, 2025. Based on final project estimates, debt service requirements and rate adjustments, projected debt service coverage of 172.5% is projected for 2024.

### Ongoing and Future Considerations:

While debt service coverage and rates are currently sufficient, the Utility will require substantial improvements to its wastewater treatment plant. For illustrative purposes, projected year 2028 assumes a bond issuance in the amount of \$25M for the plant improvements. Based on the projection assumptions provided, an adjustment to rates of approximately 40.5% would be required in order to provide sufficient cashflow and debt service coverage.

When the wastewater treatment plant improvements do come to fruition, a significant increase in rates will be required. Rates will likely be sufficient until the project is needed, but it is recommended that the Utility consider addition small, annual rate increases once Phase III of the current Ordinance has been fully implemented. Small annual increase after current Phase III and prior to 2028 would also provide the Utility with increased cash reserves. The additional cash reserves can then be applied to project costs, reducing the need for such a potential significant increase. This will allow rates to adjust in a more gradual and predictive manner.

**TOWN OF DANVILLE  
MUNICIPAL WATER UTILITY**

**SPECIAL PURPOSE REPORT SCHEDULES**

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF TEST YEAR AND PROJECTED RECEIPTS, DISBURSEMENTS AND DEBT SERVICE COVERAGE  
 BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

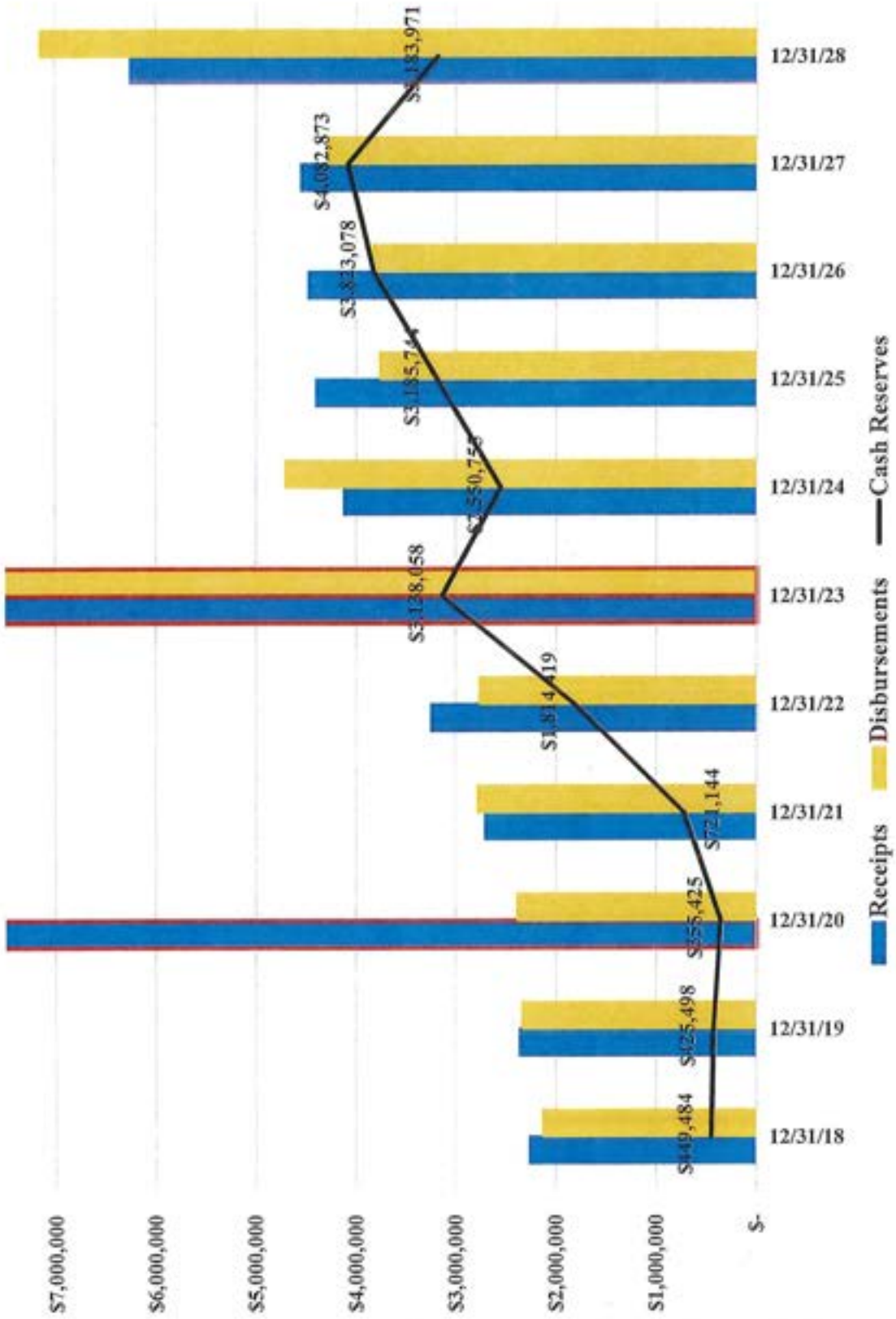
|   | Test Year<br>2023*  | Projected**         |                    |                    |                    |                     |
|---|---------------------|---------------------|--------------------|--------------------|--------------------|---------------------|
|   |                     | 2024                | 2025               | 2026               | 2027               | 2028                |
| <b>Operating Receipts:</b>                          |                     |                     |                    |                    |                    |                     |
| Metered Sales                                       | \$ 2,877,065        | \$ 3,474,782        | \$ 3,750,673       | \$ 3,825,686       | \$ 3,902,200       | \$ 5,600,203        |
| Contracted Services                                 | 69,443              | 69,443              | 69,443             | 69,443             | 69,443             | 69,443              |
| Other/Misc Operating Receipts                       | 77,883              | 77,883              | 77,883             | 77,883             | 77,883             | 77,883              |
| <b>Total Operating Receipts</b>                     | <b>3,024,391</b>    | <b>3,622,108</b>    | <b>3,897,999</b>   | <b>3,973,012</b>   | <b>4,049,526</b>   | <b>5,747,529</b>    |
| <b>Operating Disbursements:</b>                     |                     |                     |                    |                    |                    |                     |
| Wages and Benefits                                  | 756,949             | 794,790             | 826,582            | 859,645            | 894,031            | 929,792             |
| Purchased Power                                     | 252,451             | 262,550             | 273,052            | 283,974            | 295,333            | 307,146             |
| Chemicals, Materials, Supplies and Repairs          | 282,009             | 277,540             | 288,642            | 300,188            | 312,196            | 324,684             |
| Sludge Removal                                      | 77,803              | 80,920              | 84,157             | 87,523             | 91,024             | 94,665              |
| Contractual and Professional Services               | 187,814             | 192,177             | 199,864            | 207,859            | 216,173            | 224,820             |
| Insurance   | 38,714              | 40,260              | 41,870             | 43,545             | 45,287             | 47,098              |
| Other/Misc Operating Disbursements                  | 39,236              | 29,160              | 30,326             | 31,539             | 32,801             | 34,113              |
| <b>Total Operating Disbursements</b>                | <b>1,634,976</b>    | <b>1,677,397</b>    | <b>1,744,493</b>   | <b>1,814,273</b>   | <b>1,886,845</b>   | <b>1,962,318</b>    |
| <b>Net Operating Receipts</b>                       | <b>1,389,415</b>    | <b>1,944,711</b>    | <b>2,153,506</b>   | <b>2,158,739</b>   | <b>2,162,681</b>   | <b>3,785,211</b>    |
| <b>Non-Operating Receipts/(Disbursements):</b>      |                     |                     |                    |                    |                    |                     |
| Interest Income                                     | 116,394             | 150,000             | 150,000            | 150,000            | 150,000            | 150,000             |
| Tap and Acreage Fees                                | 873,000             | 350,000             | 350,000            | 350,000            | 350,000            | 350,000             |
| Payment in Lieu of Taxes                            | -                   | (143,702)           | (172,831)          | (175,958)          | (179,086)          | (184,772)           |
| Debt Service on Bonds                               | (715,797)           | (1,214,312)         | (1,295,686)        | (1,295,447)        | (1,223,800)        | (3,149,341)         |
| Capital Outlays                                     | (131,664)           | (1,674,000)         | (550,000)          | (550,000)          | (1,000,000)        | (1,850,000)         |
| <b>Total Non-Operating Receipts/(Disbursements)</b> | <b>141,933</b>      | <b>(2,532,014)</b>  | <b>(1,518,517)</b> | <b>(1,521,405)</b> | <b>(1,902,886)</b> | <b>(4,684,113)</b>  |
| <b>Net Cashflow</b>                                 | <b>\$ 1,531,348</b> | <b>\$ (587,303)</b> | <b>\$ 634,989</b>  | <b>\$ 637,334</b>  | <b>\$ 259,795</b>  | <b>\$ (898,902)</b> |
| <b>Debt Service Coverage</b>                        | <b>210.4%</b>       | <b>172.5%</b>       | <b>177.8%</b>      | <b>178.2%</b>      | <b>189.0%</b>      | <b>125.0%</b>       |
| <i>Debt Service Coverage with PILOT</i>             | <i>208.4%</i>       | <i>168.7%</i>       | <i>164.4%</i>      | <i>164.6%</i>      | <i>174.3%</i>      | <i>108.7%</i>       |

\* Test Year 2023 amounts have been adjusted to include capital outlays funded with cash-on-hand only.

\*\* Projected 2024 operating receipts and disbursements are based on estimated and budgeted amounts (see pages 10-11). Projected 2025 metered sales also assume the adjustments on page 10. Subsequent years assume a 2% increase for Town growth. Subsequent year disbursements assume a 4% annual inflationary adjustment. Projected 2028 metered sales also assume a 40.5% across-the-board rate increase adjustment. Non-operating receipts and disbursements for subsequent years are based on estimated amounts, management and engineering estimates or per actual amortization schedules. This includes debt service on the outstanding bonds but excludes capital outlays payable from bond proceeds. Non-operating disbursements for 2028 include the debt service for the issuance of a \$25M bond for wastewater treatment plant improvements.

DANVILLE MUNICIPAL WASTEWATER UTILITY

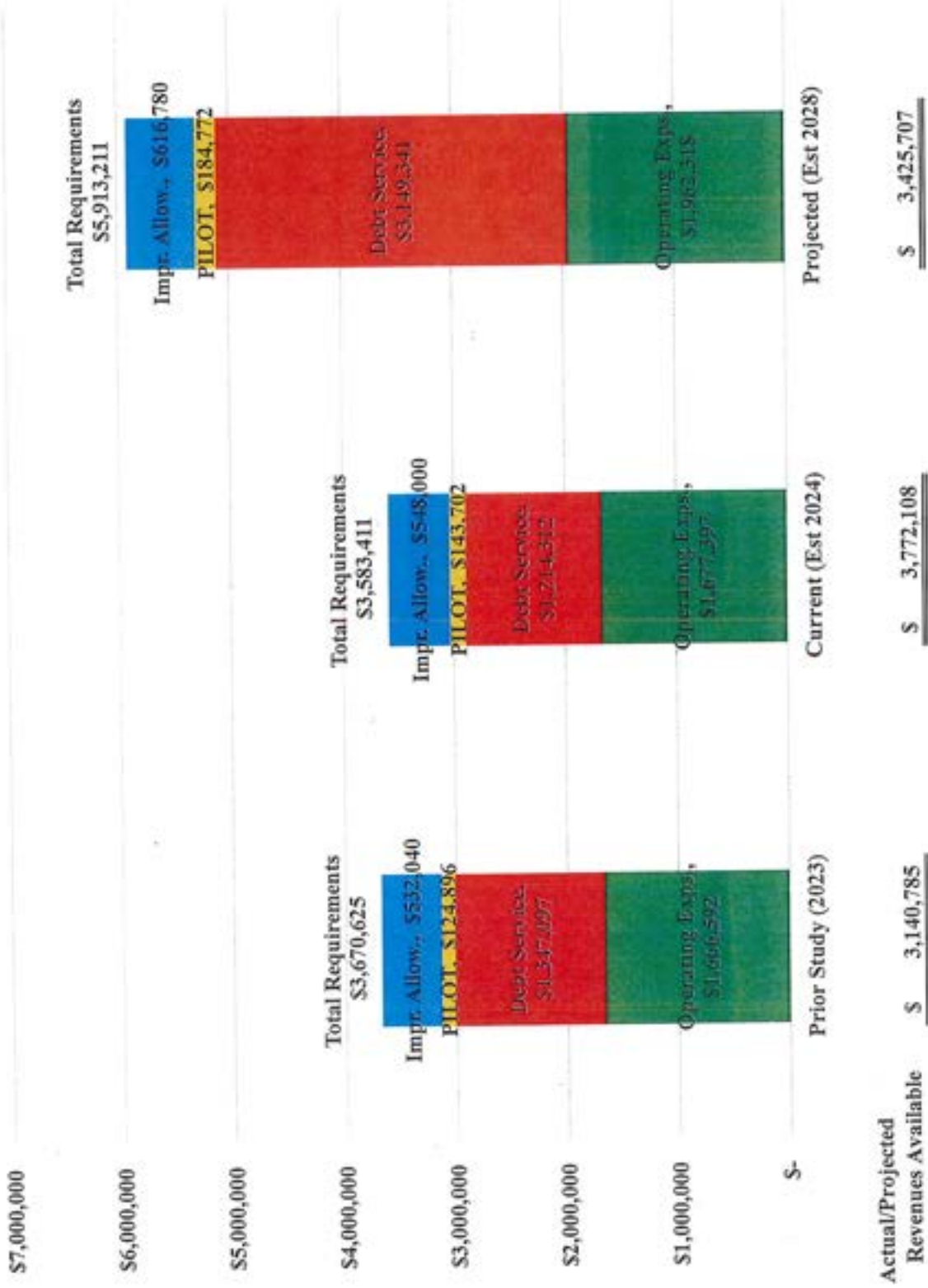
GRAPH OF HISTORICAL AND PROJECTED RECEIPTS, DISBURSEMENTS AND CASH RESERVES



See Accountant's Special Purpose Compilation Report

DANVILLE MUNICIPAL WASTEWATER UTILITY

COMPARISON OF PRIOR, CURRENT AND PROJECTED REVENUE REQUIREMENTS



See Accountant's Special Purpose Compilation Report

TOWN OF DANVILLE  
MUNICIPAL WASTEWATER UTILITY

HISTORICAL FINANCIAL STATEMENTS

DANVILLE MUNICIPAL WASTEWATER UTILITY

COMPARATIVE STATEMENTS OF SELECTED FINANCIAL INFORMATION  
ARISING FROM CASH TRANSACTIONS  
AS OF

|                                      | <u>12/31/2023</u>    | <u>12/31/2022</u>    | <u>12/31/2021</u>    |
|--------------------------------------|----------------------|----------------------|----------------------|
| Utility Plant in Service             | <u>\$ 25,272,872</u> | <u>\$ 21,267,587</u> | <u>\$ 20,788,559</u> |
| Cash and Investments:                |                      |                      |                      |
| Operating Fund                       | \$ 2,974,980         | \$ 1,863,183         | \$ 577,921           |
| Plant Replacement Fund               | 1,045,569            | 485,821              | 335,987              |
| Bond and Interest Fund               | 117,280              | 116,669              | 662,990              |
| Debt Service Reserve Fund            | 542,199              | 542,199              | 542,199              |
| Escrow Fund                          | 364                  | 364                  | 364                  |
| Construction Fund                    | 5,551                | 5,467                | 5,448                |
| Construction Fund (2020 BANs)        | 1,249,385            | 5,123,006            | 5,532,368            |
| Construction Fund (2023 Bonds)       | <u>7,908,093</u>     | <u>-</u>             | <u>-</u>             |
| Total Cash and Investments           | <u>\$ 13,843,421</u> | <u>\$ 8,136,709</u>  | <u>\$ 7,657,277</u>  |
| Long-Term Debt:                      |                      |                      |                      |
| Refunding Revenue Bonds of 2015      | \$ 1,657,100         | \$ 2,158,100         | \$ 2,636,600         |
| Bond Anticipation Notes, Series 2020 | -                    | 6,000,000            | 6,000,000            |
| Revenue Bonds, Series 2023           | <u>14,160,000</u>    | <u>-</u>             | <u>-</u>             |
| Total Long-Term Debt                 | <u>\$ 15,817,100</u> | <u>\$ 8,158,100</u>  | <u>\$ 8,636,600</u>  |

See Accountant's Special Purpose Compilation Report



DANVILLE MUNICIPAL WASTEWATER UTILITY

COMPARATIVE STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE TWELVE MONTHS ENDED

|   | <u>12/31/2023</u>    | <u>12/31/2022</u>   | <u>12/31/2021</u>   |
|---|----------------------|---------------------|---------------------|
| Operating Receipts:                           |                      |                     |                     |
| Metered Sales                                 | \$ 2,877,065         | \$ 2,621,407        | \$ 2,393,899        |
| Contracted Services                           | 69,443               | 83,939              | 90,635              |
| Penalties                                     | 30,973               | 33,073              | 26,262              |
| Miscellaneous                                 | 46,910               | 44,006              | 44,361              |
| Total Operating Receipts                      | <u>3,024,391</u>     | <u>2,782,425</u>    | <u>2,555,157</u>    |
| Operating Disbursements:                      |                      |                     |                     |
| Salaries and Wages                            | 555,157              | 520,274             | 484,440             |
| Employee Benefits                             | 201,792              | 179,197             | 176,582             |
| Purchased Power                               | 252,451              | 280,167             | 250,330             |
| Materials, Supplies and Repairs               | 228,029              | 139,216             | 146,968             |
| Chemicals                                     | 53,980               | 53,164              | 42,352              |
| Sludge Removal                                | 77,803               | 65,772              | 57,483              |
| Contractual Services                          | 109,027              | 80,156              | 109,900             |
| Professional Services                         | 78,787               | 62,698              | 44,889              |
| Transportation                                | 10,306               | 11,286              | 2,550               |
| Insurance                                     | 38,714               | 54,189              | 80,955              |
| Miscellaneous                                 | 28,930               | 14,816              | 11,582              |
| Total Operating Disbursements                 | <u>1,634,976</u>     | <u>1,460,935</u>    | <u>1,408,031</u>    |
| Net Operating Receipts                        | <u>1,389,415</u>     | <u>1,321,490</u>    | <u>1,147,126</u>    |
| Non-Operating Receipts:                       |                      |                     |                     |
| Interest Income                               | 116,394              | 20,193              | 17,748              |
| Tap Fees                                      | 873,000              | 283,494             | 135,000             |
| Developer Acreage Fees                        | 125,900              | 159,500             | -                   |
| Bond/BAN Proceeds                             | 14,160,000           | -                   | -                   |
| Total Non-Operating Receipts                  | <u>15,275,294</u>    | <u>463,187</u>      | <u>152,748</u>      |
| Non-Operating Disbursements:                  |                      |                     |                     |
| Revenue Bonds of 2015 Interest                | 103,805              | 126,821             | 148,749             |
| Bond Anticipation Notes, Series 2020 Interest | 110,992              | 96,000              | 84,427              |
| Revenue Bonds of 2015 Principal               | 501,000              | 478,500             | 455,900             |
| Bond Anticipation Notes Repayment             | 6,000,000            | -                   | -                   |
| Bond Issuance Costs                           | 236,915              | -                   | -                   |
| Payment in Lieu of Taxes                      | -                    | 124,896             | 124,896             |
| Capital Additions                             | 4,005,285            | 479,028             | 561,392             |
| Total Non-Operating Disbursements             | <u>10,957,997</u>    | <u>1,305,245</u>    | <u>1,375,364</u>    |
| Increase (Decrease) in Cash and Investments   | 5,706,712            | 479,432             | (75,490)            |
| Beginning Cash and Investments                | <u>8,136,709</u>     | <u>7,657,277</u>    | <u>7,732,767</u>    |
| Ending Cash and Investments                   | <u>\$ 13,843,421</u> | <u>\$ 8,136,709</u> | <u>\$ 7,657,277</u> |

See Accountant's Special Purpose Compilation Report

TOWN OF DANVILLE  
MUNICIPAL WASTEWATER UTILITY

SUPPLEMENTARY INFORMATION

DANVILLE MUNICIPAL WASTEWATER UTILITY

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM RESERVES REQUIRED

|                                | Balance<br>as of<br><u>12/31/2023</u> | Minimum<br>Reserves<br>Required (1) | Available<br>Balance/<br>(Shortfall) |
|--------------------------------|---------------------------------------|-------------------------------------|--------------------------------------|
| Operating Fund                 | \$ 2,974,980                          | \$ 272,496 (2)                      | \$ 2,702,484                         |
| Plant Replacement Fund         | 1,045,569                             | 631,822 (3)                         | 413,747                              |
| Bond and Interest Fund         | 117,280                               | 101,368 (4)                         | 15,912                               |
| Debt Service Reserve Fund      | 542,199                               | 542,199 (5)                         | -                                    |
| Escrow Fund                    | 364                                   | - (6)                               | 364                                  |
| Construction Fund              | 5,551                                 | - (6)                               | 5,551                                |
| Construction Fund (2020 BANs)  | 1,249,385                             | 1,249,385 (7)                       | -                                    |
| Construction Fund (2023 Bonds) | <u>7,908,093</u>                      | <u>7,908,093 (7)</u>                | <u>                    </u>          |
| Total Cash and Investments     | <u>\$ 13,843,421</u>                  | <u>\$ 10,705,363</u>                | <u>\$ 3,138,058</u>                  |

(1) Pursuant to Bond Ordinance No. 29-2023.

(2) Equal to two months of operation and maintenance expenses.

(3) Reserved for periodic maintenance or improvements. No requirement, but 2.5% of utility plant in service is recommended minimum.

(4) Monthly transfers should be made in the amount of 1/6th the next interest payment and 1/12th the next principal payment.

(5) Equal to 10% of principal outstanding at closing of 2015 refunding. Will require further funding for issuance of 2023 Bonds.

(6) No restrictions, available for transfer.

(7) Reserved for projects identified in offering documents and Bond Ordinance.

See Accountant's Special Purpose Compilation Report

DANVILLE MUNICIPAL WASTEWATER UTILITY  
 SCHEDULE OF ESTIMATED METERED SALES  
 BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

| Billing Month:             | Test Year<br>Metered Sales | Adjustments       |                  | Est. 2024<br>Metered Sales | Adjustments      |                   | Est. 2025<br>Metered Sales |
|----------------------------|----------------------------|-------------------|------------------|----------------------------|------------------|-------------------|----------------------------|
|                            |                            | Phase I<br>(1)    | Phase II<br>(2)  |                            | Phase II<br>(2)  | Phase III<br>(4)  |                            |
| January                    | \$ 216,245                 | \$ 34,599         | \$ 4,325         | \$ 255,169                 | \$ 10,207        | \$ 10,615         | \$ 281,094                 |
| February                   | 233,758                    | 37,401            | 4,675            | 275,834                    | 11,033           | 11,475            | 303,859                    |
| March                      | 218,737                    | 34,998            | 4,375            | 258,110                    | 10,324           | 10,737            | 284,333                    |
| April                      | 216,420                    | 34,627            | 4,328            | 255,375                    | 10,215           | 10,624            | 281,322                    |
| May                        | 229,797                    | 36,768            | 4,596            | 271,161                    | 10,846           | 11,280            | 298,710                    |
| June                       | 258,175                    | 41,308            | 5,164            | 304,647                    | 12,186           | 12,673            | 335,599                    |
| July                       | 243,541                    | 38,967            | 4,871            | 298,679                    | 11,947           | 11,947            | 316,600                    |
| August                     | 248,311                    | 39,730            | 4,966            | 304,529                    | 12,181           | 12,181            | 322,801                    |
| September                  | 272,362                    | 43,578            | 5,447            | 334,025                    | 13,361           | 13,361            | 354,067                    |
| October                    | 271,613                    | 43,458            | 5,432            | 333,106                    | 13,324           | 13,324            | 353,092                    |
| November                   | 239,361                    | 38,298            | 4,787            | 293,552                    | 11,742           | 11,742            | 311,165                    |
| December                   | 236,950                    | 37,912            | 4,739            | 290,595                    | 11,624           | 11,624            | 308,031                    |
| <b>Total Metered Sales</b> | <b>\$ 2,885,270</b>        | <b>\$ 461,644</b> | <b>\$ 57,705</b> | <b>\$ 3,474,782</b>        | <b>\$ 64,811</b> | <b>\$ 141,583</b> | <b>\$ 3,750,673</b>        |

**Adjustments per Ordinance No. 27-2023 and 2% growth.**

- (1) Phase 1 adjustments reflect the 16.0% across-the-board rate increase effective for Test Year billings effective for January 2024 billings and collection.
- (2) Phase 2 adjustments reflect the 4.0% across-the-board rate increase effective for Test Year and adjusted billings effective for July 2024 billings and collection.
- (3) Provides for estimated growth of 2.0% annually.
- (4) Phase 3 adjustments reflect the 4.0% across-the-board rate increase effective for Test Year and adjusted billings effective for January 2025 billings and collection.

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF BUDGETED OPERATING DISBURSEMENTS  
BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

|                                 | <u>Test Year</u>    | <u>Adjustments</u> | <u>Budget</u>       |
|---------------------------------|---------------------|--------------------|---------------------|
| Operating Disbursements:        |                     |                    |                     |
| Salaries and Wages              | \$ 555,157          | \$ 27,753 (1)      | \$ 582,910          |
| Employee Benefits               | 201,792             | 10,088 (1)         | 211,880             |
| Purchased Power                 | 252,451             | 10,099 (2)         | 262,550             |
| Materials, Supplies and Repairs | 228,029             | (6,629) (3)        | 221,400             |
| Chemicals                       | 53,980              | 2,160 (2)          | 56,140              |
| Sludge Removal                  | 77,803              | 3,117 (2)          | 80,920              |
| Contractual Services            | 109,027             | 4,363 (2)          | 113,390             |
| Professional Services           | 78,787              | - (4)              | 78,787              |
| Transportation                  | 10,306              | 414 (2)            | 10,720              |
| Insurance                       | 38,714              | 1,546 (2)          | 40,260              |
| Miscellaneous                   | 28,930              | (10,490) (5)       | 18,440              |
|                                 | <u>          </u>   | <u>          </u>  | <u>          </u>   |
| Total Operating Disbursements   | <u>\$ 1,634,976</u> | <u>\$ 42,421</u>   | <u>\$ 1,677,397</u> |

(1) Includes a 5.0% cost-of-living adjustment.

(2) Includes a 4.0% inflationary adjustment.

(3) Equals prior 3-year historical average plus an allowance of \$50,000 annually for new capital maintenance.

(4) Equals increased Test Year amounts for continued growth and project related professional services.

(5) Equals prior 3-year historical average.

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF AMORTIZATION OF \$1,657,100 OUTSTANDING SEWAGE WORKS  
REFUNDING REVENUE BONDS OF 2015

Dated March 26, 2015

| Payment<br>Date | Principal<br>Balance | Interest<br>Rate | Debt Service |               |                 | Bond Year<br>Total |
|-----------------|----------------------|------------------|--------------|---------------|-----------------|--------------------|
|                 |                      |                  | Principal    | Interest      | Total           |                    |
| 5/1/2024        |                      |                  |              | \$ 39,853.27  | \$ 39,853.27    |                    |
| 11/1/2024       | \$ 1,657,100         | 4.81%            | \$ 528,500   | 39,853.27     | 568,353.27      | \$ 608,206.54      |
| 5/1/2025        |                      |                  |              | 27,142.84     | 27,142.84       |                    |
| 11/1/2025       | 1,128,600            | 4.81%            | 550,700      | 27,142.84     | 577,842.84      | 604,985.68         |
| 5/1/2026        |                      |                  |              | 13,898.50     | 13,898.50       |                    |
| 11/1/2026       | 577,900              | 4.81%            | 577,900      | 13,898.50     | 591,798.50      | 605,697.00         |
| Totals          |                      |                  | \$ 1,657,100 | \$ 161,789.22 | \$ 1,818,889.22 | \$ 1,818,889.22    |

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF AMORTIZATION OF \$14,160,000 PROPOSED SEWAGE WORKS  
REVENUE BONDS, SERIES 2023

Dated December 28, 2023

| Payment Date | Principal Balance | Interest Rate | Debt Service  |                 |                  | Bond Year Total  |
|--------------|-------------------|---------------|---------------|-----------------|------------------|------------------|
|              |                   |               | Principal     | Interest        | Total            |                  |
| 5/1/2024     |                   |               |               | \$ 229,805.00   | \$ 229,805.00    |                  |
| 11/1/2024    | \$ 14,160,000     | 4.75%         | \$ 40,000     | 336,300.00      | 376,300.00       | \$ 606,105.00    |
| 5/1/2025     |                   |               |               | 335,350.00      | 335,350.00       |                  |
| 11/1/2025    | 14,120,000        | 4.75%         | 20,000        | 335,350.00      | 355,350.00       | 690,700.00       |
| 5/1/2026     |                   |               |               | 334,875.00      | 334,875.00       |                  |
| 11/1/2026    | 14,100,000        | 4.75%         | 20,000        | 334,875.00      | 354,875.00       | 689,750.00       |
| 5/1/2027     |                   |               |               | 334,400.00      | 334,400.00       |                  |
| 11/1/2027    | 14,080,000        | 4.75%         | 555,000       | 334,400.00      | 889,400.00       | 1,223,800.00     |
| 5/1/2028     |                   |               |               | 321,218.75      | 321,218.75       |                  |
| 11/1/2028    | 13,525,000        | 4.75%         | 585,000       | 321,218.75      | 906,218.75       | 1,227,437.50     |
| 5/1/2029     |                   |               |               | 307,325.00      | 307,325.00       |                  |
| 11/1/2029    | 12,940,000        | 4.75%         | 610,000       | 307,325.00      | 917,325.00       | 1,224,650.00     |
| 5/1/2030     |                   |               |               | 292,837.50      | 292,837.50       |                  |
| 11/1/2030    | 12,330,000        | 4.75%         | 640,000       | 292,837.50      | 932,837.50       | 1,225,675.00     |
| 5/1/2031     |                   |               |               | 277,637.50      | 277,637.50       |                  |
| 11/1/2031    | 11,690,000        | 4.75%         | 670,000       | 277,637.50      | 947,637.50       | 1,225,275.00     |
| 5/1/2032     |                   |               |               | 261,725.00      | 261,725.00       |                  |
| 11/1/2032    | 11,020,000        | 4.75%         | 705,000       | 261,725.00      | 966,725.00       | 1,228,450.00     |
| 5/1/2033     |                   |               |               | 244,981.25      | 244,981.25       |                  |
| 11/1/2033    | 10,315,000        | 4.75%         | 735,000       | 244,981.25      | 979,981.25       | 1,224,962.50     |
| 5/1/2034     |                   |               |               | 227,525.00      | 227,525.00       |                  |
| 11/1/2034    | 9,580,000         | 4.75%         | 770,000       | 227,525.00      | 997,525.00       | 1,225,050.00     |
| 5/1/2035     |                   |               |               | 209,237.50      | 209,237.50       |                  |
| 11/1/2035    | 8,810,000         | 4.75%         | 810,000       | 209,237.50      | 1,019,237.50     | 1,228,475.00     |
| 5/1/2036     |                   |               |               | 190,000.00      | 190,000.00       |                  |
| 11/1/2036    | 8,000,000         | 4.75%         | 845,000       | 190,000.00      | 1,035,000.00     | 1,225,000.00     |
| 5/1/2037     |                   |               |               | 169,931.25      | 169,931.25       |                  |
| 11/1/2037    | 7,155,000         | 4.75%         | 885,000       | 169,931.25      | 1,054,931.25     | 1,224,862.50     |
| 5/1/2038     |                   |               |               | 148,912.50      | 148,912.50       |                  |
| 11/1/2038    | 6,270,000         | 4.75%         | 930,000       | 148,912.50      | 1,078,912.50     | 1,227,825.00     |
| 5/1/2039     |                   |               |               | 126,825.00      | 126,825.00       |                  |
| 11/1/2039    | 5,340,000         | 4.75%         | 970,000       | 126,825.00      | 1,096,825.00     | 1,223,650.00     |
| 5/1/2040     |                   |               |               | 103,787.50      | 103,787.50       |                  |
| 11/1/2040    | 4,370,000         | 4.75%         | 1,020,000     | 103,787.50      | 1,123,787.50     | 1,227,575.00     |
| 5/1/2041     |                   |               |               | 79,562.50       | 79,562.50        |                  |
| 11/1/2041    | 3,350,000         | 4.75%         | 1,065,000     | 79,562.50       | 1,144,562.50     | 1,224,125.00     |
| 5/1/2042     |                   |               |               | 54,268.75       | 54,268.75        |                  |
| 11/1/2042    | 2,285,000         | 4.75%         | 1,115,000     | 54,268.75       | 1,169,268.75     | 1,223,537.50     |
| 5/1/2043     |                   |               |               | 27,787.50       | 27,787.50        |                  |
| 11/1/2043    | 1,170,000         | 4.75%         | 1,170,000     | 27,787.50       | 1,197,787.50     | 1,225,575.00     |
| Totals       |                   |               | \$ 14,160,000 | \$ 8,662,480.00 | \$ 22,822,480.00 | \$ 22,822,480.00 |

See Accountant's Compilation Report

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF COMBINED DEBT SERVICE

| Payment Date | Outstanding 2015 RefBonds | Proposed 2023 Bonds     | Period Total            | Bond Year Total         |
|--------------|---------------------------|-------------------------|-------------------------|-------------------------|
| 5/1/2024     | \$ 39,853.27              | \$ 229,805.00           | \$ 269,658.27           |                         |
| 11/1/2024    | 568,353.27                | 376,300.00              | 944,653.27              | \$ 1,214,311.54         |
| 5/1/2025     | 27,142.84                 | 335,350.00              | 362,492.84              |                         |
| 11/1/2025    | 577,842.84                | 355,350.00              | 933,192.84              | 1,295,685.68            |
| 5/1/2026     | 13,898.50                 | 334,875.00              | 348,773.50              |                         |
| 11/1/2026    | 591,798.50                | 354,875.00              | 946,673.50              | 1,295,447.00            |
| 5/1/2027     |                           | 334,400.00              | 334,400.00              |                         |
| 11/1/2027    |                           | 889,400.00              | 889,400.00              | 1,223,800.00            |
| 5/1/2028     |                           | 321,218.75              | 321,218.75              |                         |
| 11/1/2028    |                           | 906,218.75              | 906,218.75              | 1,227,437.50            |
| 5/1/2029     |                           | 307,325.00              | 307,325.00              |                         |
| 11/1/2029    |                           | 917,325.00              | 917,325.00              | 1,224,650.00            |
| 5/1/2030     |                           | 292,837.50              | 292,837.50              |                         |
| 11/1/2030    |                           | 932,837.50              | 932,837.50              | 1,225,675.00            |
| 5/1/2031     |                           | 277,637.50              | 277,637.50              |                         |
| 11/1/2031    |                           | 947,637.50              | 947,637.50              | 1,225,275.00            |
| 5/1/2032     |                           | 261,725.00              | 261,725.00              |                         |
| 11/1/2032    |                           | 966,725.00              | 966,725.00              | 1,228,450.00            |
| 5/1/2033     |                           | 244,981.25              | 244,981.25              |                         |
| 11/1/2033    |                           | 979,981.25              | 979,981.25              | 1,224,962.50            |
| 5/1/2034     |                           | 227,525.00              | 227,525.00              |                         |
| 11/1/2034    |                           | 997,525.00              | 997,525.00              | 1,225,050.00            |
| 5/1/2035     |                           | 209,237.50              | 209,237.50              |                         |
| 11/1/2035    |                           | 1,019,237.50            | 1,019,237.50            | 1,228,475.00            |
| 5/1/2036     |                           | 190,000.00              | 190,000.00              |                         |
| 11/1/2036    |                           | 1,035,000.00            | 1,035,000.00            | 1,225,000.00            |
| 5/1/2037     |                           | 169,931.25              | 169,931.25              |                         |
| 11/1/2037    |                           | 1,054,931.25            | 1,054,931.25            | 1,224,862.50            |
| 5/1/2038     |                           | 148,912.50              | 148,912.50              |                         |
| 11/1/2038    |                           | 1,078,912.50            | 1,078,912.50            | 1,227,825.00            |
| 5/1/2039     |                           | 126,825.00              | 126,825.00              |                         |
| 11/1/2039    |                           | 1,096,825.00            | 1,096,825.00            | 1,223,650.00            |
| 5/1/2040     |                           | 103,787.50              | 103,787.50              |                         |
| 11/1/2040    |                           | 1,123,787.50            | 1,123,787.50            | 1,227,575.00            |
| 5/1/2041     |                           | 79,562.50               | 79,562.50               |                         |
| 11/1/2041    |                           | 1,144,562.50            | 1,144,562.50            | 1,224,125.00            |
| 5/1/2042     |                           | 54,268.75               | 54,268.75               |                         |
| 11/1/2042    |                           | 1,169,268.75            | 1,169,268.75            | 1,223,537.50            |
| 5/1/2043     |                           | 27,787.50               | 27,787.50               |                         |
| 11/1/2043    |                           | 1,197,787.50            | 1,197,787.50            | 1,225,575.00            |
| Totals       | <u>\$ 1,818,889.22</u>    | <u>\$ 22,822,480.00</u> | <u>\$ 24,641,369.22</u> | <u>\$ 24,641,369.22</u> |

See Accountant's Compilation Report



DANVILLE MUNICIPAL WASTEWATER UTILITY

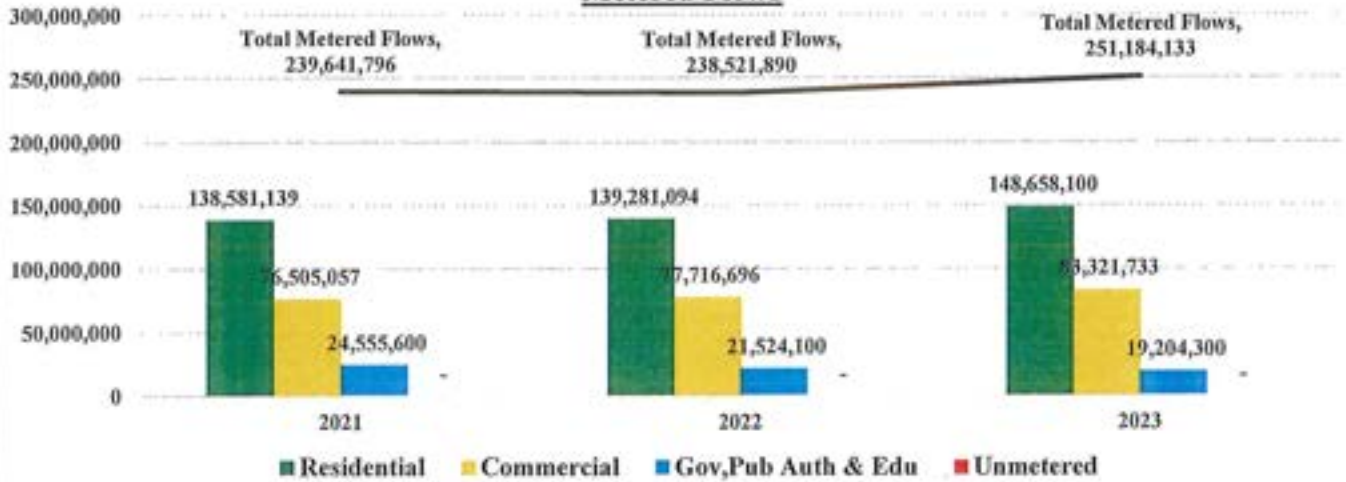
CALCULATION OF INFILTRATION AND INFLOW  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023

|   | <u>Total<br/>Influent<br/>Flow</u> | <u>Total<br/>Gallons<br/>Billed</u> | <u>Variance</u>     |
|---|------------------------------------|-------------------------------------|---------------------|
| January, 2023                             | 45,581,470                         | 17,553,233                          | 28,028,237          |
| February                                  | 38,049,200                         | 20,428,100                          | 17,621,100          |
| March                                     | 58,803,900                         | 17,856,600                          | 40,947,300          |
| April                                     | 41,955,300                         | 17,448,400                          | 24,506,900          |
| May                                       | 55,297,800                         | 19,709,400                          | 35,588,400          |
| June                                      | 28,257,000                         | 24,209,800                          | 4,047,200           |
| July                                      | 33,998,630                         | 20,956,800                          | 13,041,830          |
| August                                    | 38,303,600                         | 21,758,700                          | 16,544,900          |
| September                                 | 26,874,000                         | 25,681,400                          | 1,192,600           |
| October                                   | 28,656,400                         | 25,480,300                          | 3,176,100           |
| November                                  | 29,430,000                         | 20,055,700                          | 9,374,300           |
| December                                  | <u>27,224,200</u>                  | <u>20,045,700</u>                   | <u>7,178,500</u>    |
| Subtotals                                 | <u>452,431,500</u>                 | <u>251,184,133</u>                  | 201,247,367         |
| Less Estimated Unmetered/Unbilled Gallons |                                    |                                     | <u>(25,355,000)</u> |
| Estimated Infiltrated Inflow              |                                    |                                     | <u>175,892,367</u>  |
|   |                                    | <b>Infiltrated Flow</b>             | <b><u>70.0%</u></b> |

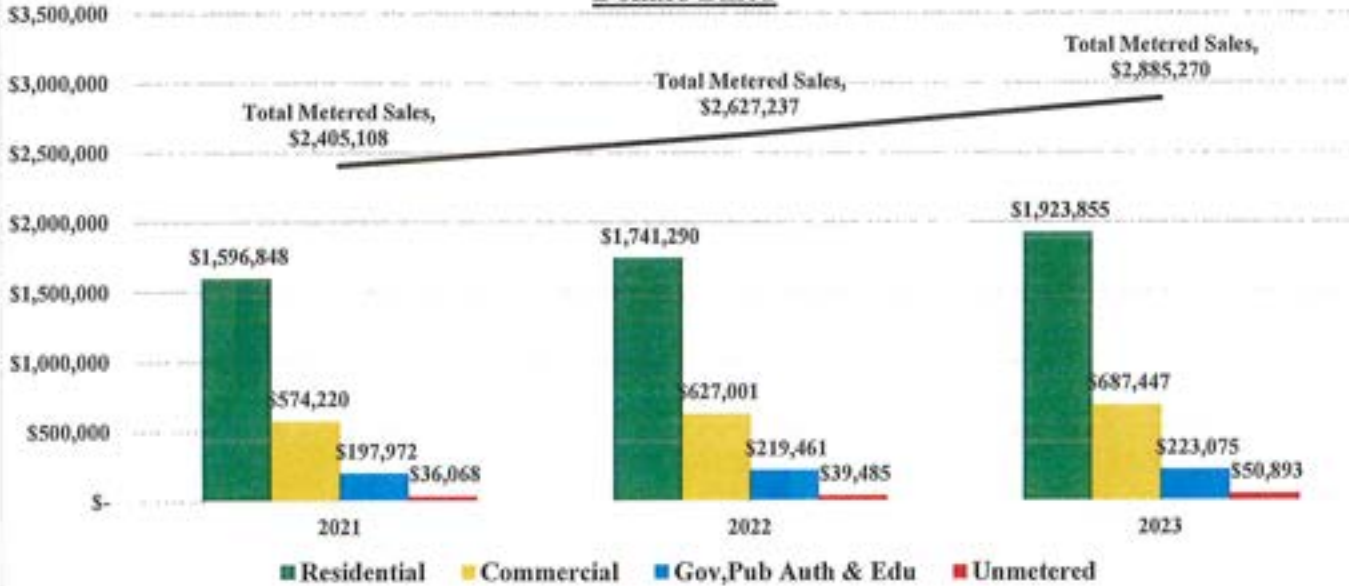
MUNICIPAL WASTEWATER UTILITY

GRAPH OF HISTORICAL BILLINGS BY CUSTOMER CLASS

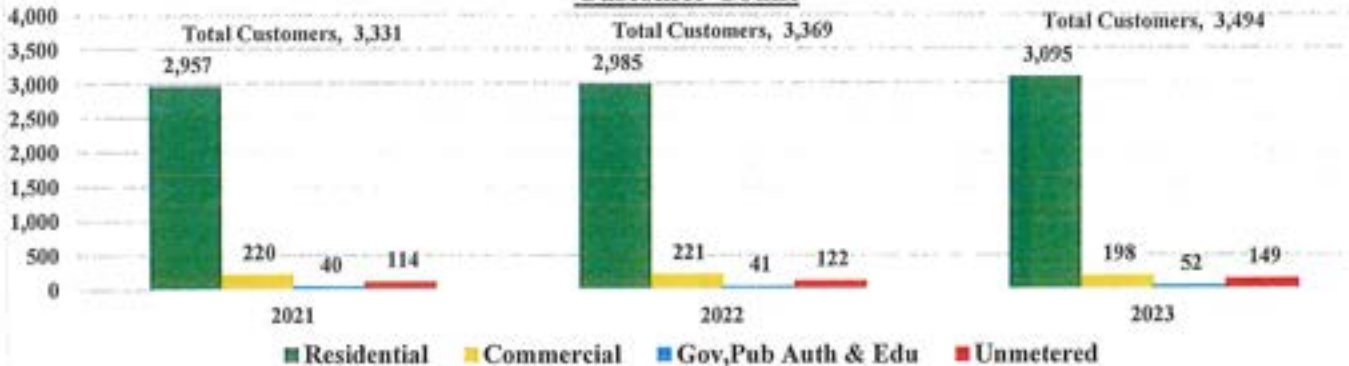
Metered Flows



Dollars Billed



Customer Count



DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF DOLLARS, GALLONS AND CUSTOMERS BILLED BY USER CLASS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023

|           | Dollars Billed |            |              |            |                  |             |           | Total        |
|-----------|----------------|------------|--------------|------------|------------------|-------------|-----------|--------------|
|           | Residential    | Commercial | Comm. Exempt | Government | Public Authority | Educational | Unmetered |              |
| January   | \$ 150,256     | \$ 31,161  | \$ 14,262    | \$ 12,739  | \$ 1,260         | \$ 5,772    | \$ 795    | \$ 216,245   |
| February  | 159,287        | 34,997     | 15,703       | 15,995     | 1,276            | 5,705       | 795       | 233,758      |
| March     | 148,684        | 32,961     | 17,189       | 12,093     | 1,156            | 5,859       | 795       | 218,737      |
| April     | 146,745        | 37,381     | 16,500       | 8,308      | 1,162            | 5,529       | 795       | 216,420      |
| May       | 155,120        | 38,037     | 20,333       | 8,722      | 1,205            | 5,585       | 795       | 229,797      |
| June      | 174,766        | 42,862     | 23,413       | 9,117      | 1,211            | 5,888       | 918       | 258,175      |
| July      | 162,288        | 34,189     | 21,064       | 8,634      | 1,097            | 7,093       | 9,176     | 243,541      |
| August    | 159,991        | 36,303     | 24,621       | 9,698      | 1,115            | 7,530       | 9,053     | 248,311      |
| September | 175,331        | 38,498     | 29,425       | 9,687      | 1,127            | 9,302       | 8,992     | 272,362      |
| October   | 174,036        | 38,798     | 26,427       | 9,555      | 1,148            | 12,657      | 8,992     | 271,613      |
| November  | 156,432        | 33,430     | 21,394       | 9,314      | 1,083            | 8,716       | 8,992     | 239,361      |
| December  | 160,919        | 35,530     | 22,969       | 7,544      | 1,031            | 8,162       | 795       | 236,950      |
| Total     | \$ 1,923,855   | \$ 434,147 | \$ 253,300   | \$ 121,406 | \$ 13,871        | \$ 87,798   | \$ 50,893 | \$ 2,885,270 |
| Percent   | 66.68%         | 15.05%     | 8.78%        | 4.21%      | 0.48%            | 3.04%       | 1.76%     | 100.00%      |

|           | Metered Flows |            |              |            |                  |             |           | Total       |
|-----------|---------------|------------|--------------|------------|------------------|-------------|-----------|-------------|
|           | Residential   | Commercial | Comm. Exempt | Government | Public Authority | Educational | Unmetered |             |
| January   | 10,847,700    | 2,989,833  | 1,922,100    | 1,198,500  | 75,500           | 519,600     | -         | 17,553,233  |
| February  | 12,330,000    | 3,624,500  | 2,157,200    | 1,729,600  | 78,100           | 508,700     | -         | 20,428,100  |
| March     | 10,488,300    | 3,283,400  | 2,399,600    | 1,093,100  | 58,400           | 533,800     | -         | 17,856,600  |
| April     | 10,194,200    | 3,956,300  | 2,282,800    | 475,700    | 59,400           | 480,000     | -         | 17,448,400  |
| May       | 11,510,900    | 4,111,400  | 2,908,000    | 523,600    | 66,400           | 589,100     | -         | 19,709,400  |
| June      | 14,697,900    | 4,907,600  | 3,410,400    | 588,000    | 67,400           | 538,500     | -         | 24,209,800  |
| July      | 12,922,100    | 3,692,900  | 3,063,100    | 521,400    | 63,200           | 694,100     | -         | 20,956,800  |
| August    | 12,542,200    | 4,046,700  | 3,643,300    | 695,000    | 66,100           | 765,400     | -         | 21,758,700  |
| September | 15,025,000    | 4,413,800  | 4,427,000    | 693,100    | 68,000           | 1,054,500   | -         | 25,681,400  |
| October   | 14,730,300    | 4,467,200  | 3,937,900    | 671,600    | 71,500           | 1,601,800   | -         | 25,480,300  |
| November  | 11,695,000    | 3,591,500  | 3,117,000    | 632,300    | 60,900           | 959,000     | -         | 20,055,700  |
| December  | 11,674,500    | 3,594,400  | 3,373,800    | 482,100    | 52,300           | 868,600     | -         | 20,045,700  |
| Total     | 148,658,100   | 46,679,533 | 36,642,200   | 9,304,000  | 787,200          | 9,113,100   | -         | 251,184,133 |
| Percent   | 59.19%        | 18.58%     | 14.59%       | 3.70%      | 0.31%            | 3.63%       | 0.00%     | 100.00%     |

|          | Customer Count |            |              |            |                  |             |           | Total |
|----------|----------------|------------|--------------|------------|------------------|-------------|-----------|-------|
|          | Residential    | Commercial | Comm. Exempt | Government | Public Authority | Educational | Unmetered |       |
| January  | 2,997          | 213        | 8            | 25         | 10               | 7           | N/A       | 3,260 |
| December | 3,192          | 169        | 6            | 45         | 8                | 9           | N/A       | 3,429 |
| Average  | 3,095          | 191        | 7            | 35         | 9                | 8           | #DIV/0!   | 3,345 |

DANVILLE MUNICIPAL WASTEWATER UTILITY

SCHEDULE OF PRIOR AND ADOPTED WASTEWATER RATES AND CHARGES

**Per Ordinance Nos. 10-2020 and 27-2023**

|  | <u>Prior</u>    | <u>Current/Phase I</u> | <u>Phase II</u> | <u>Phase III</u> |
|--|-----------------|------------------------|-----------------|------------------|
| <i>- Effective Dates -</i>                         | <i>7/1/2022</i> | <i>1/1/2024</i>        | <i>7/1/2024</i> | <i>1/1/2025</i>  |
| <i>- Effective Increase -</i>                      |                 | <i>16.0%</i>           | <i>4.0%</i>     | <i>4.0%</i>      |
| <u>Metered Flow Rates:</u>                         |                 |                        |                 |                  |
| Metered Flow Rate (per 1,000 gallons)              | \$ 6.13         | \$ 7.11                | \$ 7.39         | \$ 7.69          |
| <u>Monthly Base Charges:</u>                       |                 |                        |                 |                  |
| <u>Meter size:</u>                                 |                 |                        |                 |                  |
| 5/8-3/4 Inch meter                                 | \$ 27.53        | \$ 31.93               | \$ 33.21        | \$ 34.54         |
| 1 Inch meter                                       | 60.17           | 69.80                  | 72.59           | 75.49            |
| 1 1/2 Inch meter                                   | 132.21          | 153.36                 | 159.49          | 165.87           |
| 2 Inch meter                                       | 223.43          | 259.18                 | 269.55          | 280.33           |
| 3 Inch meter                                       | 506.34          | 587.35                 | 610.84          | 635.27           |
| 4 Inch meter                                       | 876.33          | 1,016.54               | 1,057.20        | 1,099.49         |
| 6 Inch meter                                       | 1,986.25        | 2,304.05               | 2,396.21        | 2,492.06         |
| 8 Inch meter                                       | 3,531.30        | 4,096.31               | 4,260.16        | 4,430.57         |
| <u>Unmetered Users:</u>                            |                 |                        |                 |                  |
| Non-metered users (monthly charge)                 | \$ 61.17        | \$ 70.96               | \$ 73.80        | \$ 76.75         |
| <u>Excessive Strength Charges (per pound):</u>     |                 |                        |                 |                  |
| BOD Surcharge (in excess of 250mg/L)               | \$ 0.34         | \$ 0.39                | \$ 0.41         | \$ 0.43          |
| Suspended Solids Surcharge (in excess of 250 mg/L) | 0.34            | 0.39                   | 0.41            | 0.43             |
| Ammonia Surcharge (in excess of 45 mg/L)           | 0.68            | 0.79                   | 0.82            | 0.85             |
| Phosphorous Surcharge (in excess of 10mg/L)        | 1.30            | 1.51                   | 1.57            | 1.63             |

**TOWN OF DANVILLE  
MUNICIPAL STORMWATER UTILITY**

**ANNUAL REPORT  
FOR THE YEAR ENDED DECEMBER 31, 2023**

May 8, 2024

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**KROHN**  
&  
— ASSOCIATES —  
CPAS AND CONSULTANTS

DANVILLE MUNICIPAL STORMWATER UTILITY

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|---|--|
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ACCOUNTANT'S SPECIAL PURPOSE COMPILATION REPORT

Ms. Carrie Lofton, Mr. Barry Lofton  
and Members of the Town Council  
Danville Municipal Stormwater Utility  
49 N Wayne Street  
Danville, IN 46122

May 8, 2024

We have, at your request, compiled this annual report. The purpose of this report is to review the prior year-end financials and operations and to consider the future direction and needs of the Danville Municipal Stormwater Utility.

The special purpose report information was prepared for the purpose of providing historical and projected financial information to management for the Danville Municipal Stormwater Utility. We have not audited or reviewed the accompanying special purpose information and, accordingly, do not express an opinion or provide an any form of assurance on the special purpose information. This report was compiled by us, with assumptions provided by management or obtained from other sources. The actual results achieved may vary from the projected information, and those variations may be material. We have no responsibility to update this report for events or circumstances occurring after the date of this report.

Management is responsible for the accompanying financial statements which comprise the statements of selected financial information arising from cash transactions as of December 31, 2023, 2022 and 2021, and the related statements of cash receipts and disbursements for the years then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary information contained on pages 8-10 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all the disclosures ordinarily included in the financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Danville Stormwater Utility's selected financial information arising from cash transactions and cash receipts and disbursements. Accordingly, the financial statements are not designed for those who are not informed on such matters.

O.W. Krohn & Associates LLP  
O.W. Krohn & Associates LLP



## DANVILLE MUNICIPAL STORMWATER UTILITY

### GENERAL COMMENTS AND NOTES

Following the close of calendar year 2023, cash reserves for the stormwater utility increased by approximately \$69k. However, this was primarily due to contractual services being well below historical averages. If a major repair required contracted services were to have occurred in 2023, cash reserves would have likely decreased as experienced in years prior to 2021. Total cash reserves for the stormwater utility are down in comparison to reserves in 2017. Even with the 2023 rate adjustments, receipts may not be sufficient to cover operating expenses. As a result, the utility's cash reserves will likely continue to decrease without further adjustment.

Certain storm sewers installed by INDOIT may now require service by the Town. If this occurs, significant increases in operational services may be required. Projected 2024 operating disbursements provide approximately \$60,000 in additional costs to service these storm sewers. If the Town is not required to take over these storm sewers, management has many needs for improvements and repairs for current Town storm sewers.

Per management, significant improvements around Town are required. An estimated \$4-5M in projects may be required in the next 5 years. Projected receipts and disbursements provide for \$2M in stormwater projects beginning in 2026. However, to meet projected cashflow, debt service and coverage needs, an increase of approximately 50% in revenues may be required. Additional analysis will be required when a significant project arises.

Considering projected operating disbursements of approximately \$562k and operating receipts of only \$589k for 2024, only \$22k in stormwater improvements can be afforded without the use of current cash reserves. Essentially, any major improvement or repair will require the use of cash reserves. To avoid the use of current cash reserves, an adjustment to rates prior to 2026 is recommended. We would be happy to assist with additional analysis.

**TOWN OF DANVILLE  
MUNICIPAL STORMWATER UTILITY**

**SPECIAL PURPOSE REPORT SCHEDULES**

DANVILLE MUNICIPAL STORMWATER UTILITY

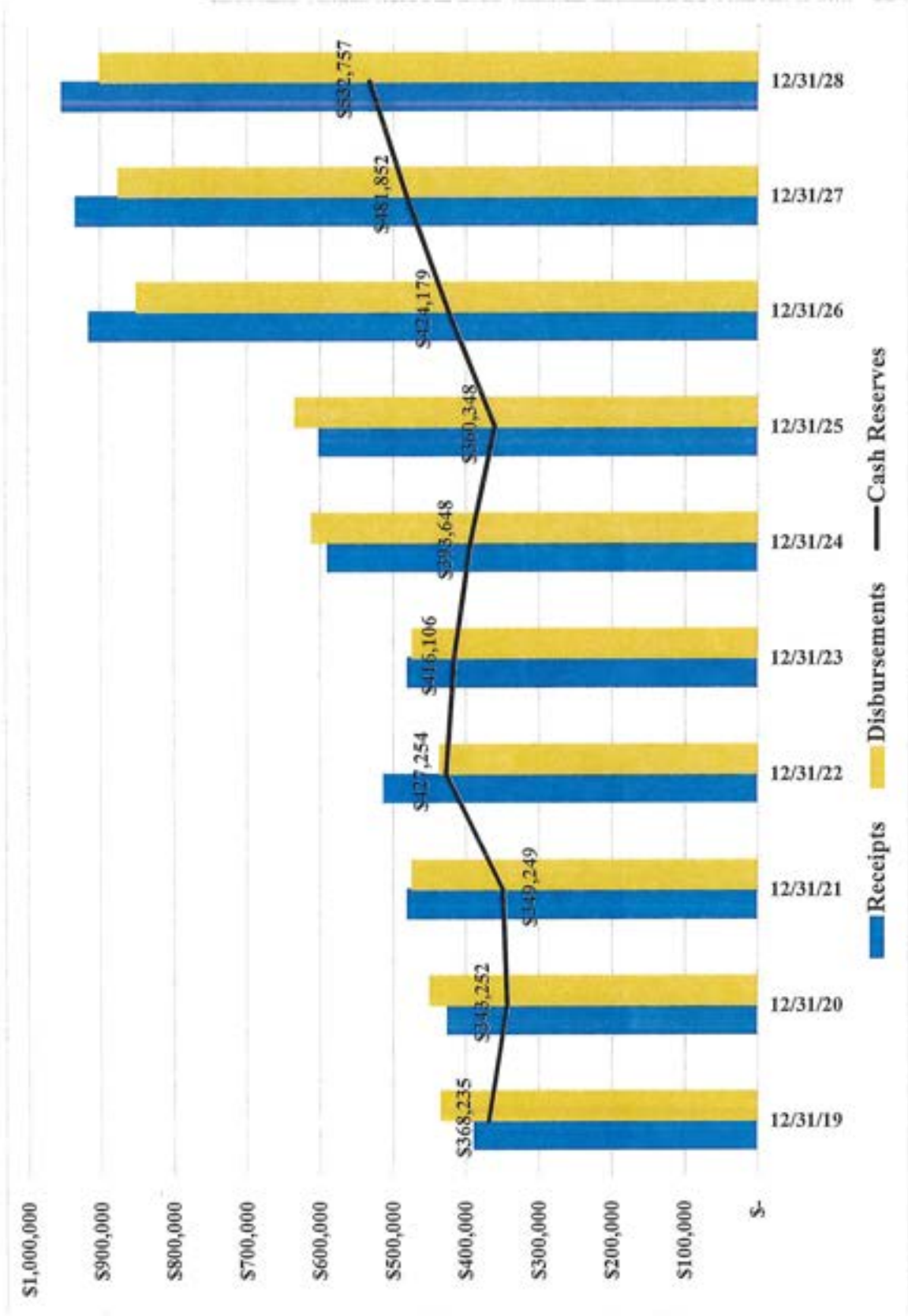
SCHEDULE OF TEST YEAR AND PROJECTED RECEIPTS AND DISBURSEMENTS  
BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

|                                      | Test Year<br>2023 | 2024               | 2025               | Projected*                    |                  |                  |
|--------------------------------------|-------------------|--------------------|--------------------|-------------------------------|------------------|------------------|
|                                      |                   |                    |                    | 2026                          | 2027             | 2028             |
|                                      |                   |                    |                    | <i>- \$2M Bond Issuance -</i> |                  |                  |
|                                      |                   |                    |                    | <i>-50% Rate Increase-</i>    |                  |                  |
| Operating Receipts:                  |                   |                    |                    |                               |                  |                  |
| Metered Sales                        | \$ 522,836        | \$ 581,293         | \$ 592,919         | \$ 907,166                    | \$ 925,309       | \$ 943,815       |
| Penalties                            | 6,549             | 6,549              | 6,549              | 6,549                         | 6,549            | 6,549            |
| Miscellaneous                        | 1,400             | 1,400              | 1,400              | 1,400                         | 1,400            | 1,400            |
| <b>Total Operating Receipts</b>      | <b>530,785</b>    | <b>589,242</b>     | <b>600,868</b>     | <b>915,115</b>                | <b>933,258</b>   | <b>951,764</b>   |
| Operating Disbursements:             |                   |                    |                    |                               |                  |                  |
| Wages and Benefits                   | 317,849           | 333,700            | 347,048            | 360,930                       | 375,367          | 390,382          |
| Supplies, Repairs and Maintenance    | 76,500            | 88,800             | 92,352             | 96,046                        | 99,888           | 103,884          |
| MS4 and Professional Services        | 36,815            | 112,700            | 117,208            | 121,896                       | 126,772          | 131,843          |
| Other/Misc Operating Disbursements   | 30,494            | 26,500             | 27,560             | 28,662                        | 29,808           | 31,000           |
| <b>Total Operating Disbursements</b> | <b>461,658</b>    | <b>561,700</b>     | <b>584,168</b>     | <b>607,534</b>                | <b>631,835</b>   | <b>657,109</b>   |
| <b>Net Operating Receipts</b>        | <b>69,127</b>     | <b>27,542</b>      | <b>16,700</b>      | <b>307,581</b>                | <b>301,423</b>   | <b>294,655</b>   |
| Capital Outlays                      | -                 | (50,000)           | (50,000)           | (88,750)                      | (88,750)         | (88,750)         |
| Debt Service                         | -                 | -                  | -                  | (155,000)                     | (155,000)        | (155,000)        |
| <b>Net Cashflow</b>                  | <b>\$ 69,127</b>  | <b>\$ (22,458)</b> | <b>\$ (33,300)</b> | <b>\$ 63,831</b>              | <b>\$ 57,673</b> | <b>\$ 50,905</b> |

\* Projected metered sales assume a 2% growth annually for Town growth. In addition, projected 2024 metered sales assume an increase of \$48,000 annually for the rate adjustment adopted in December 2023. Projected metered sales for 2026 assume an additional across-the-board rate adjustment of 50% effective January 1, 2026. Projected operating disbursements for 2024 are assumed at budgeted amounts (see page 8). Subsequent years assume a 4% inflationary adjustment. Non-operating disbursements assume capital outlays of \$50k annually. Additional capital outlays and debt service on a \$2M bond issuance are assumed beginning January 1, 2026.

DANVILLE MUNICIPAL STORMWATER UTILITY

GRAPH OF HISTORICAL AND PROJECTED RECEIPTS, DISBURSEMENTS AND CASH RESERVES



See Accountant's Special Purpose Compilation Report

**TOWN OF DANVILLE  
MUNICIPAL STORMWATER UTILITY**

**HISTORICAL FINANCIAL STATEMENTS**

DANVILLE MUNICIPAL STORMWATER UTILITY

COMPARATIVE STATEMENTS OF SELECTED FINANCIAL INFORMATION  
ARISING FROM CASH TRANSACTIONS  
AS OF

|                          | <u>12/31/2023</u> | <u>12/31/2022</u> | <u>12/31/2021</u> |
|--------------------------|-------------------|-------------------|-------------------|
| Utility Plant in Service | <u>\$ 351,999</u> | <u>\$ 295,847</u> | <u>\$ 295,847</u> |
| Cash and Investments:    |                   |                   |                   |
| Operating Fund           | <u>\$ 496,882</u> | <u>\$ 499,890</u> | <u>\$ 421,885</u> |

DANVILLE MUNICIPAL STORMWATER UTILITY

COMPARATIVE STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE TWELVE MONTHS ENDED

|   | <u>12/31/2023</u> | <u>12/31/2022</u> | <u>12/31/2021</u> |
|---|-------------------|-------------------|-------------------|
| Operating Receipts:                         |                   |                   |                   |
| Metered Sales                               | \$ 522,836        | \$ 493,490        | \$ 473,659        |
| Penalties                                   | 6,549             | 6,145             | 4,927             |
| Miscellaneous                               | 1,400             | 14,184            | 1,507             |
| Total Operating Receipts                    | <u>530,785</u>    | <u>513,819</u>    | <u>480,093</u>    |
| Operating Disbursements:                    |                   |                   |                   |
| Salaries and Wages                          | 234,088           | 213,033           | 150,855           |
| Employee Benefits                           | 83,761            | 73,424            | 51,888            |
| Supplies, Repairs and Maintenance           | 76,500            | 81,428            | 81,501            |
| MS4 Programs                                | 7,311             | 5,145             | 7,463             |
| Contractual Services                        | -                 | -                 | 134,993           |
| Professional Services                       | 29,504            | 41,440            | 22,268            |
| Insurance                                   | 23,000            | -                 | -                 |
| Transportation                              | 4,477             | 4,300             | 2,373             |
| Miscellaneous                               | 26,017            | 17,044            | 22,755            |
| Total Operating Disbursements               | <u>484,658</u>    | <u>435,814</u>    | <u>474,096</u>    |
| Net Operating Receipts                      | <u>46,127</u>     | <u>78,005</u>     | <u>5,997</u>      |
| Non-Operating Receipts:                     |                   |                   |                   |
| Interest Income                             | 7,017             | -                 | -                 |
| Non-Operating Disbursements:                |                   |                   |                   |
| Capital Additions                           | 56,152            | -                 | 13,200            |
| Increase (Decrease) in Cash and Investments | (3,008)           | 78,005            | (7,203)           |
| Beginning Cash and Investments              | <u>499,890</u>    | <u>421,885</u>    | <u>429,088</u>    |
| Ending Cash and Investments                 | <u>\$ 496,882</u> | <u>\$ 499,890</u> | <u>\$ 421,885</u> |

See Accountant's Special Purpose Compilation Report

**TOWN OF DANVILLE  
MUNICIPAL STORMWATER UTILITY**

**SUPPLEMENTARY INFORMATION**



DANVILLE MUNICIPAL STORMWATER UTILITY

SCHEDULE OF BUDGETED OPERATING DISBURSEMENTS  
BASED ON THE TEST YEAR ENDED DECEMBER 31, 2023

|                                   | <u>Test Year</u>  | <u>Adjustments</u> | <u>Ref</u> | <u>Budget</u>     |
|-----------------------------------|-------------------|--------------------|------------|-------------------|
| Operating Disbursements:          |                   |                    |            |                   |
| Salaries and Wages                | \$ 234,088        | \$ 11,712          | (1)        | \$ 245,800        |
| Employee Benefits                 | 83,761            | 4,139              | (1)        | 87,900            |
| Supplies, Repairs and Maintenance | 76,500            | 12,300             | (2)        | 88,800            |
| MS4 Programs                      | 7,311             | (711)              | (3)        | 6,600             |
| Contractual Services              | -                 | -                  | (4)        | 75,000            |
| Professional Services             | 29,504            | 1,596              | (3)        | 31,100            |
| Transportation                    | 4,477             | 123                | (2)        | 4,600             |
| Miscellaneous                     | <u>26,017</u>     | <u>(4,117)</u>     | (3)        | <u>21,900</u>     |
| Total Operating Disbursements     | <u>\$ 461,658</u> | <u>\$ 25,042</u>   |            | <u>\$ 561,700</u> |

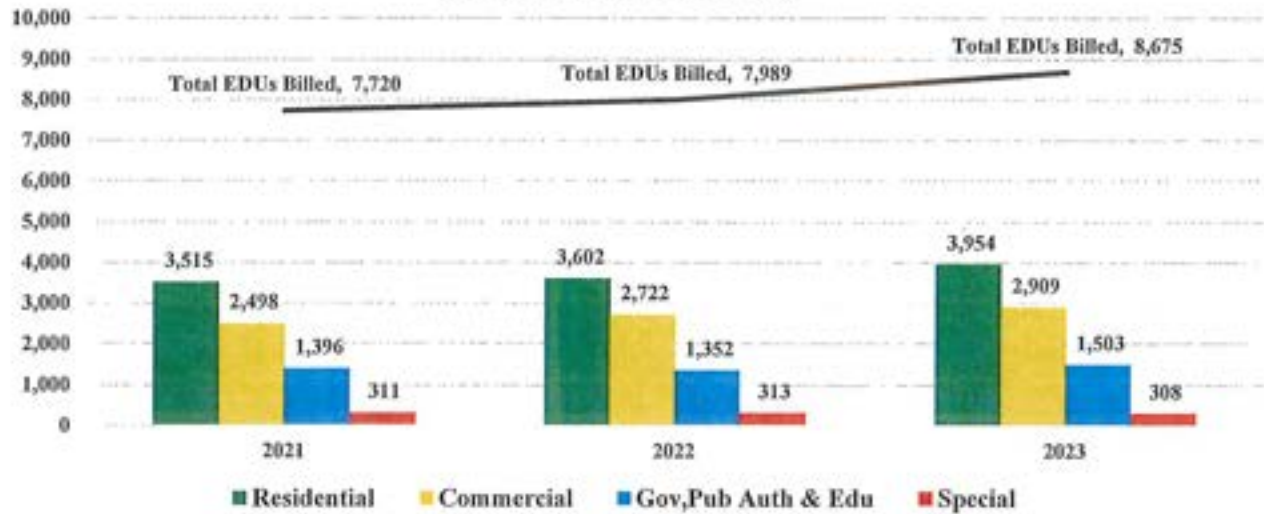
Assumptions:

- (1) Assumes a 5% cost-of-living adjustments to Test Year amounts.
- (2) Assumes a 3% inflationary adjustment plus an allowance of \$10,000 annually for maintenance of INDOT installed storm sewers.
- (3) Assumes an amount equal to the prior 3-year average.
- (4) Assumes periodic expenditures of \$25,000 for contractual services. Also assumes \$50,000 of annual required maintenance for service on INDOT installed storm sewers.

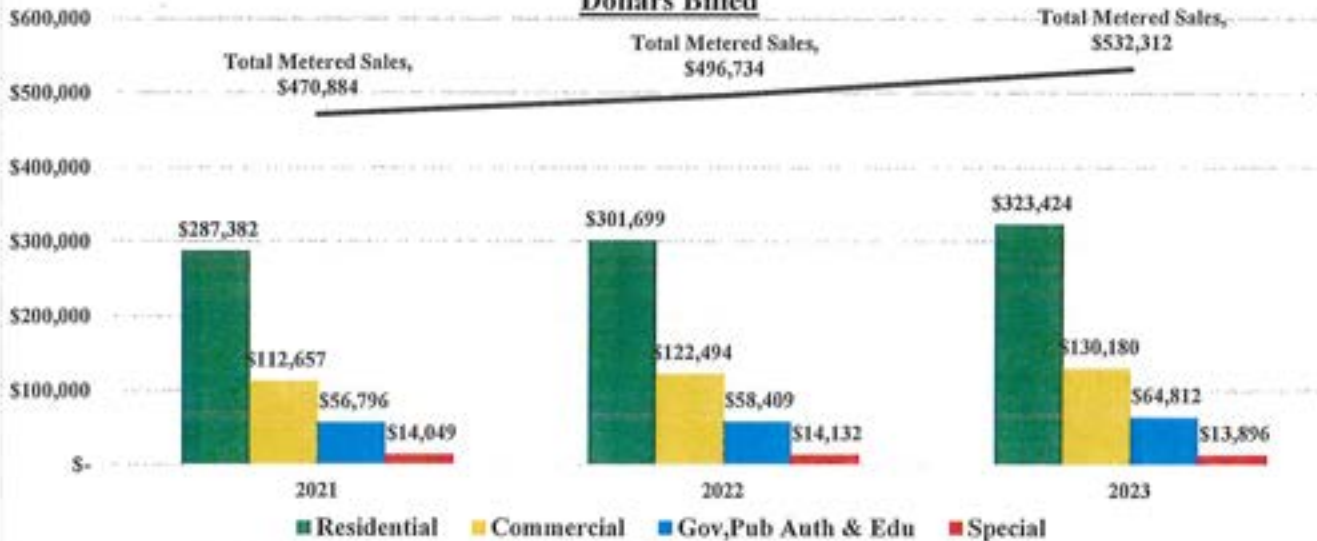
DANVILLE MUNICIPAL STORMWATER UTILITY

GRAPH OF HISTORICAL BILLINGS BY CUSTOMER CLASS

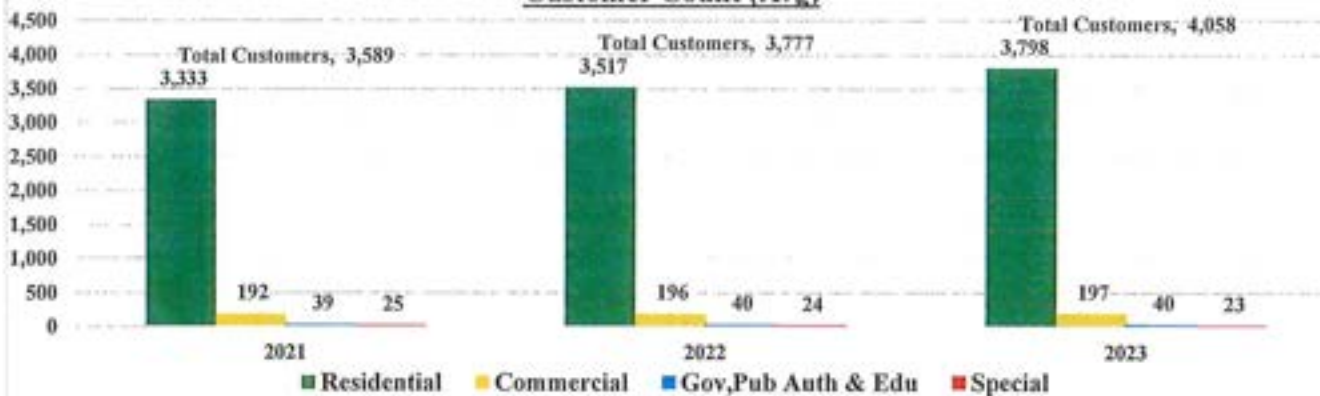
**Monthly EDUs Billed (Avg)**



**Dollars Billed**



**Customer Count (Avg)**



See Accountant's Special Purpose Compilation Report

DANVILLE MUNICIPAL STORMWATER UTILITY

SCHEDULE OF CURRENT STORMWATER RATES AND CHARGES

*Per Water Rate Ordinance 9-2020 - Plus Proposed Increases*

|  | <u>Prior (1)</u> | <u>Current (2)</u> |
|--|------------------|--------------------|
| <u>Fixed Fee (1):</u>                                  |                  |                    |
| Fixed monthly fee for all users                        | \$ 3.50          | \$ 4.50            |
| <u>Variable Fee (1):</u>                               |                  |                    |
| Monthly fee per number of Equivalent Residential Units | \$ 3.50          | \$ 3.50            |

(1) Per Ordinance No. 12-2020.

(2) Per Ordinance No. 28-2023.

Town of Danville  
Bryndal Voluntary Annexation  
Fiscal Impact Summary  
May 15, 2024

6-2024

Overlapping Unit Impact Summary

| Unit                           | Fire Property Taxes | LIT Certified Shares | LIT Economic Development | LIT Public Safety | MVH Distribution | LRS Distribution | Cigarette Tax Distribution | Alcoholic Beverage Tax | Circuit Breaker Impact | Total         |
|--------------------------------|---------------------|----------------------|--------------------------|-------------------|------------------|------------------|----------------------------|------------------------|------------------------|---------------|
| HENDRICKS COUNTY               | \$ -                | \$ (4.00)            | \$ (74.00)               | \$ (12.00)        | \$ -             | \$ (171.25)      | \$ -                       | \$ -                   | \$ (1.07)              | \$ (262.33)   |
| CENTER TOWNSHIP                | \$ (1,030.89)       | \$ (172.00)          | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ -                   | \$ (1,202.89) |
| WASHINGTON TOWNSHIP            | \$ -                | \$ (1.00)            | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ -                   | \$ (1.00)     |
| BROWNSBURG CIVIL TOWN          | \$ -                | \$ (2.00)            | \$ (42.00)               | \$ (5.00)         | \$ (123.65)      | \$ -             | \$ (7.58)                  | \$ (7.36)              | \$ -                   | \$ (188.58)   |
| PLAINFIELD CIVIL TOWN          | \$ -                | \$ (3.00)            | \$ (49.00)               | \$ (7.00)         | \$ (154.49)      | \$ -             | \$ (9.42)                  | \$ (9.26)              | \$ -                   | \$ (232.17)   |
| AMO CIVIL TOWN                 | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.05)        | \$ -             | \$ (0.11)                  | \$ (0.12)              | \$ -                   | \$ (2.29)     |
| CLAYTON CIVIL TOWN             | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (4.66)        | \$ -             | \$ (0.25)                  | \$ (0.27)              | \$ -                   | \$ (5.18)     |
| COATSVILLE CIVIL TOWN          | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.77)        | \$ -             | \$ (0.03)                  | \$ (0.17)              | \$ -                   | \$ (2.92)     |
| DANVILLE CIVIL TOWN            | \$ -                | \$ 185.00            | \$ 182.00                | \$ 27.00          | \$ 391.69        | \$ 171.25        | \$ 23.81                   | \$ 23.28               | \$ (2.00)              | \$ 1,002.03   |
| LIZTON CIVIL TOWN              | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.53)        | \$ -             | \$ (0.14)                  | \$ (0.15)              | \$ -                   | \$ (2.82)     |
| NORTH SALEM CIVIL TOWN         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.38)        | \$ -             | \$ (0.13)                  | \$ (0.14)              | \$ -                   | \$ (2.65)     |
| FITTSBORO CIVIL TOWN           | \$ -                | \$ -                 | \$ (5.00)                | \$ (1.00)         | \$ (16.40)       | \$ -             | \$ (1.00)                  | \$ (0.98)              | \$ -                   | \$ (24.38)    |
| STILESVILLE CIVIL TOWN         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (1.38)        | \$ -             | \$ (0.08)                  | \$ (0.08)              | \$ -                   | \$ (1.54)     |
| AVON CIVIL TOWN                | \$ -                | \$ (1.00)            | \$ (11.00)               | \$ (1.00)         | \$ (81.44)       | \$ -             | \$ (5.07)                  | \$ (4.75)              | \$ -                   | \$ (104.26)   |
| DANVILLE COMMUNITY SCHOOL CORP | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ (4.78)              | \$ (4.78)     |
| DANVILL PUBLIC LIBRARY         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ (0.28)              | \$ (0.28)     |

Notes: This effect is on a per year basis. Projected effect to be similar for 4 years.  
This effect is including the Local Income Tax impact, which is on a 1-year delay.  
Units not listed do not anticipate a financial impact due to annexation.

Projected Impact to Taxpayer

| Parcel Number            | Owner Name            | NAV        | Increase in Tax Bill |
|--------------------------|-----------------------|------------|----------------------|
| 32-11-03-100-018-000-002 | BRYNDAL JAMES E REVOC | \$ 212,640 | \$ 114.70            |
| 32-11-03-300-017-000-002 | BRYNDAL JAMES E REVOC | \$ 5,400   | \$ 3.27              |

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 | LRS Distribution | Cigarette Tax Distribution | Alcoholic Beverage Distribution | Estimated Expenses | Projected Revenues Over Costs |
|-----------------------------------|----------------|--------------|---------------|------------------|------------------|----------------------------|---------------------------------|--------------------|-------------------------------|
| Year 1                            | \$ 1,007       | \$ -         | \$ 101        | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,230                      |
| Year 2                            | \$ 1,048       | \$ 394       | \$ 105        | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,669                      |
| Year 3                            | \$ 1,090       | \$ 406       | \$ 109        | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,726                      |
| Year 4                            | \$ 1,133       | \$ 418       | \$ 113        | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,787                      |
| Year 5                            | \$ 1,179       | \$ 431       | \$ 118        | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,849                      |

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 Exch).

**RESOLUTION NO. 6-2024**

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

**James E. and Pamela A. Bryndal  
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 "James E. and Pamela A. Bryndal" Super-Voluntary Annexation" proposed by Ordinance 10-2024.

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 15<sup>th</sup> day of May, 2024.

*[Signatures on next page]*

THE TOWN COUNCIL OF THE TOWN  
OF DANVILLE, INDIANA

YAY/NAY

\_\_\_\_\_  
Chris Gearld

\_\_\_\_\_  
Michael Chatham

\_\_\_\_\_  
Greg Irby

\_\_\_\_\_  
Bret Doub

\_\_\_\_\_  
Dave Potter

**ATTEST:**

\_\_\_\_\_  
Carrie Lofton  
Clerk-Treasurer

**EXHIBIT A**

**ANNEXATION FISCAL PLAN  
James E. and Pamela A. Bryndal  
SUPER-VOLUNTARY ANNEXATION**

**Town of Danville, Indiana**  
**Hendricks County**

May 15, 2024

**Bryndal 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 “Bryndal 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 in the northwest part of the Town between Lawton Ave and Woodfield Pl, and in proximity to the St. Augustine Episcopal Church.

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 3.12 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."

**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 “Bryndal 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 “Bryndal 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 on septic and will not anticipate using the Town's wastewater service.

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 "Bryndal 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 "Bryndal 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 “Bryndal 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 “Bryndal 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 “Bryndal 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 0.0310%, therefore, they will receive an automatic increase to its maximum levy of 0.0310%. 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, IRS 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

A part of the West Half of the Fractional Northwest Quarter of Section 9, Township 16 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 01 minutes 31 seconds East along the south line of said half-quarter section 348.74 feet; thence North 1 degree 43 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 60 degrees 14 minutes 33 seconds West along said center line 88.15 feet; thence South 77 degrees 20 minutes 42 seconds West along said center line 90.26 feet; thence South 44 degrees 18 minutes 21 seconds West along said center line 66.95 feet; thence North 87 degrees 13 minutes 11 seconds West along said center line 48.26 feet; thence South 69 degrees 31 minutes 21 seconds West along said center line 82.93 feet to the west line of said half-quarter section; thence South 0 degrees 28 minutes 39 seconds East along said west line 308.82 feet to the point of beginning; containing 2.001 acres, more or less. Bearings herein are astronomical 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 9, Township 16 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 60 degrees 51 minutes 31 seconds East along the north line of said half-quarter section 343.04 feet; thence South 1 degree 43 minutes 51 seconds East 60.31 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 60 degrees 51 minutes 31 seconds West parallel with said north line 348.00 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 astronomical 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, 2.525 acres, more or less.

## **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

---

Bret 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 1<sup>st</sup> Petition was filed for annexation into the Town of Danville.

Apr 5<sup>th</sup> Legal notice submitted to *The Republican*.

*Petitioner submits a public hearing notice for annexation to run once in The Republican on April 11<sup>th</sup>.*

Apr 11<sup>th</sup> 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 17<sup>th</sup> Annexation ordinance is introduced.**

Apr 30<sup>th</sup> Minimum 20-day waiting period for public hearing ends.

**May 1<sup>st</sup> Town Council holds public hearing on annexation.**

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

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

**May 15<sup>th</sup> Fiscal plan is adopted by Town Council.**  
**Town Council adopts annexation ordinance.**

May 17<sup>th</sup> Clerk-Treasurer submits public notice on approved annexation to paper.

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

June 23<sup>rd</sup> 30-day waiting period ends.

June 24<sup>th</sup> *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: bryndal.p@yahoo.com

Property Owner's Name (if not Petitioner): \_\_\_\_\_

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

Tax ID / Parcel Number: 32-11-03-100-018.000-002 (2.6 ac) 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: Ash 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 16 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 33 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 306.83 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 16 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 66.28 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.

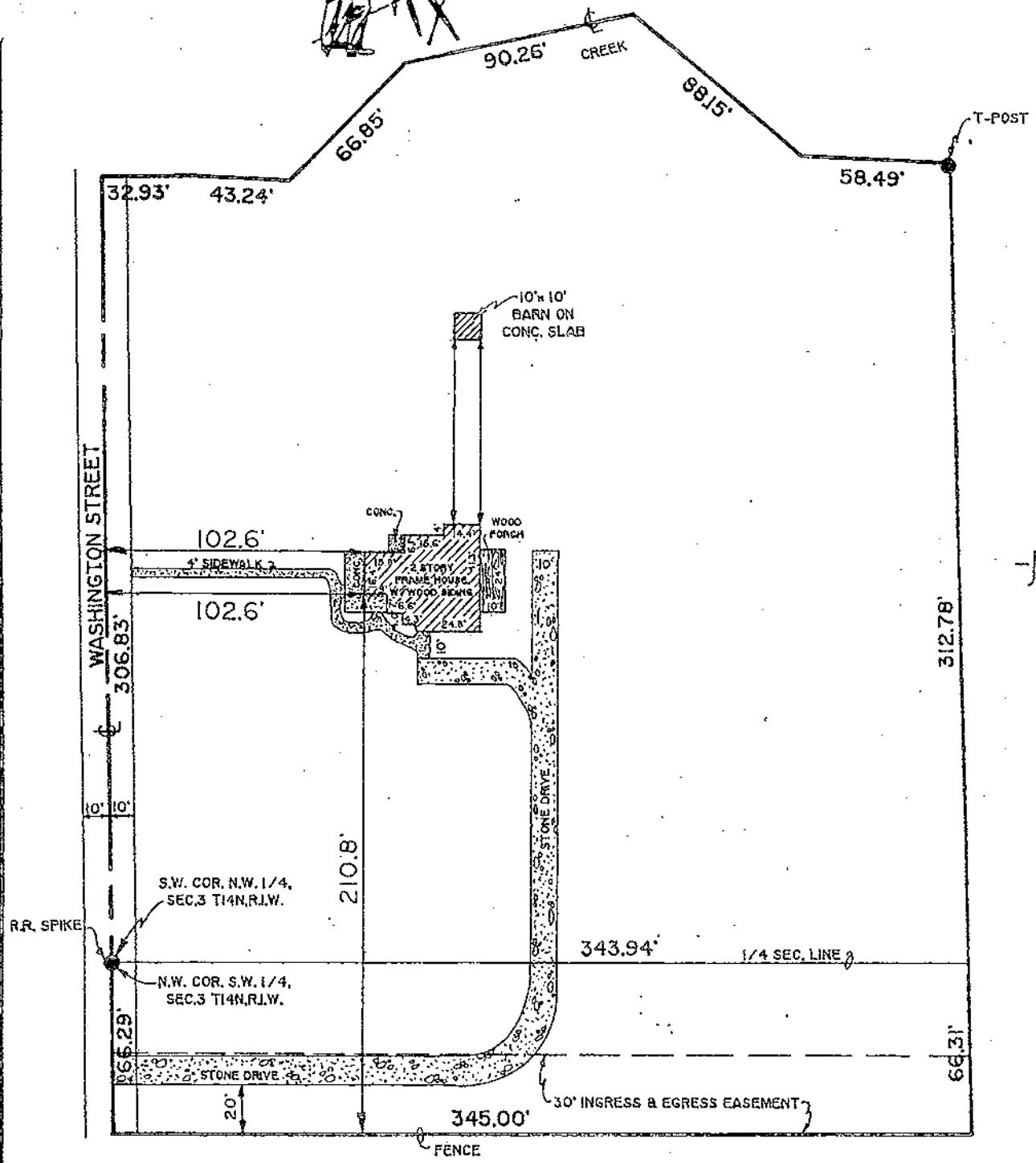
# Exhibit B

## 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.

8-2024

Town of Danville  
Needham Voluntary Annexation  
Fiscal Impact Summary  
May 15, 2024

Overlapping Unit Impact Summary

| Unit                           | Fire Property Taxes | LIT Certified Shares | LIT Economic Development | LIT Public Safety | MVH Distribution | LRS Distribution | Cigarette Tax Distribution | Alcoholic Beverage Tax | Circuit Breaker Impact | Total         |
|--------------------------------|---------------------|----------------------|--------------------------|-------------------|------------------|------------------|----------------------------|------------------------|------------------------|---------------|
| HENDRICKS COUNTY               | \$ -                | \$ (4.00)            | \$ (62.00)               | \$ (10.00)        | \$ -             | \$ (171.25)      | \$ -                       | \$ -                   | \$ (8.68)              | \$ (255.93)   |
| CENTER TOWNSHIP                | \$ (866.74)         | \$ (145.00)          | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ -                   | \$ (1,011.74) |
| WASHINGTON TOWNSHIP            | \$ -                | \$ (1.00)            | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ -                   | \$ (1.00)     |
| BROWNSBURG CIVIL TOWN          | \$ -                | \$ (2.00)            | \$ (35.00)               | \$ (5.00)         | \$ (123.65)      | \$ -             | \$ (7.58)                  | \$ (7.36)              | \$ -                   | \$ (180.58)   |
| PLAINFIELD CIVIL TOWN          | \$ -                | \$ (2.00)            | \$ (41.00)               | \$ (6.00)         | \$ (154.49)      | \$ -             | \$ (9.42)                  | \$ (9.26)              | \$ -                   | \$ (222.17)   |
| AMD CIVIL TOWN                 | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.05)        | \$ -             | \$ (0.11)                  | \$ (0.12)              | \$ -                   | \$ (2.29)     |
| CLAYTON CIVIL TOWN             | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (4.66)        | \$ -             | \$ (0.25)                  | \$ (0.27)              | \$ -                   | \$ (5.18)     |
| COATSVILLE CIVIL TOWN          | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.72)        | \$ -             | \$ (0.03)                  | \$ (0.17)              | \$ -                   | \$ (2.92)     |
| DANVILLE CIVIL TOWN            | \$ -                | \$ 156.00            | \$ 153.00                | \$ 23.00          | \$ 391.69        | \$ 171.25        | \$ 23.81                   | \$ 23.28               | \$ (16.19)             | \$ 925.85     |
| LITTON CIVIL TOWN              | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.53)        | \$ -             | \$ (0.14)                  | \$ (0.15)              | \$ -                   | \$ (2.82)     |
| NORTH SALEM CIVIL TOWN         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (2.38)        | \$ -             | \$ (0.13)                  | \$ (0.14)              | \$ -                   | \$ (2.65)     |
| FITTSBORO CIVIL TOWN           | \$ -                | \$ -                 | \$ (4.00)                | \$ (1.00)         | \$ (16.40)       | \$ -             | \$ (1.00)                  | \$ (0.98)              | \$ -                   | \$ (23.38)    |
| STILESVILLE CIVIL TOWN         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ (1.38)        | \$ -             | \$ (0.08)                  | \$ (0.08)              | \$ -                   | \$ (1.54)     |
| AVON CIVIL TOWN                | \$ -                | \$ (1.00)            | \$ (9.00)                | \$ (1.00)         | \$ (81.44)       | \$ -             | \$ (5.07)                  | \$ (4.75)              | \$ -                   | \$ (102.26)   |
| DANVILLE COMMUNITY SCHOOL CORP | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ (38.69)             | \$ (38.69)    |
| DANVILL PUBLIC LIBRARY         | \$ -                | \$ -                 | \$ -                     | \$ -              | \$ -             | \$ -             | \$ -                       | \$ -                   | \$ (2.29)              | \$ (2.29)     |

Notes: This effect is on a per year basis. Projected effect to be similar for 4 years.  
This effect is including the Local Income Tax impact, which is on a 1-year delay.  
Units not listed do not anticipate a financial impact due to annexation.

Projected Impact to Taxpayer

| Parcel Number            | Owner Name             | NAV        | Increase in Tax Bill |
|--------------------------|------------------------|------------|----------------------|
| 32-11-01-435-014.000-002 | NEEDHAM JR RICHARD D E | \$ 183,320 | \$ 38.56             |

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 | LRS Distribution | Cigarette Tax Distribution | Alcoholic Beverage Distribution | Estimated Expenses | Projected Revenues Over Costs |
|-----------------------------------|----------------|--------------|---------------|------------------|------------------|----------------------------|---------------------------------|--------------------|-------------------------------|
| Year 1                            | \$ 847         | \$ -         | \$ 85         | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,054                      |
| Year 2                            | \$ 881         | \$ 332       | \$ 88         | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,423                      |
| Year 3                            | \$ 916         | \$ 342       | \$ 92         | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,472                      |
| Year 4                            | \$ 953         | \$ 352       | \$ 95         | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,522                      |
| Year 5                            | \$ 991         | \$ 363       | \$ 99         | \$ 78            | \$ 34            | \$ 5                       | \$ 5                            | \$ -               | \$ 1,575                      |

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).

**RESOLUTION NO. 8-2024**

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

**Richard D. and Rosalind D. Needham  
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 "Richard D. and Rosalind D. Needham" Super-Voluntary Annexation" proposed by Ordinance 11-2024.

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 15<sup>th</sup> day of May, 2024.

*[Signatures on next page]*

THE TOWN COUNCIL OF THE TOWN  
OF DANVILLE, INDIANA

YAY/NAY

\_\_\_\_\_  
Chris Gearld

\_\_\_\_\_  
Michael Chatham

\_\_\_\_\_  
Greg Irby

\_\_\_\_\_  
Bret Doub

\_\_\_\_\_  
Dave Potter

**ATTEST:**

\_\_\_\_\_  
Carrie Lofton  
Clerk-Treasurer



**EXHIBIT A**

**ANNEXATION FISCAL PLAN  
Richard D. and Rosalind D. Needham  
SUPER-VOLUNTARY ANNEXATION**

**Town of Danville, Indiana**  
**Hendricks County**

May 15, 2024

**Needham 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 “Needham 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 one (1) parcel located in the northeast part of the Town between Gale Rd and Crestwood Ln, and in proximity to the Faith Baptist Church of Avon, Indiana.

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 0.92 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."

**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 “Needham 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 "Needham 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 on septic and will not anticipate using the Town's wastewater service.

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 "Needham 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 "Needham 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 "Needham 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 "Needham 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 “Needham 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 0.0261%, therefore, they will receive an automatic increase to its maximum levy of 0.0261%. 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, MVII 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

GAILCREST SEC 1 LOTS 10 & 11

## **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

\_\_\_\_\_  
Bret 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 2<sup>nd</sup> Petition was filed for annexation into the Town of Danville.
- Apr 5<sup>th</sup> Legal notice submitted to *The Republican*.

*Petitioner submits a public hearing notice for annexation to run once in The Republican on April 11<sup>th</sup>.*

- Apr 11<sup>th</sup> 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 17<sup>th</sup> Annexation ordinance is introduced.**
- Apr 30<sup>th</sup> Minimum 20-day waiting period for public hearing ends.
- May 1<sup>st</sup> Town Council holds public hearing on annexation.**
- May 1<sup>st</sup> Minimum 14-day waiting period begins before Council can take final action on annexation.
- May 15<sup>th</sup> Minimum 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.
- May 15<sup>th</sup> Fiscal plan is adopted by Town Council.**  
**Town Council adopts annexation ordinance.**
- May 17<sup>th</sup> Clerk-Treasurer submits public notice on approved annexation to paper.
- May 23<sup>rd</sup> Public notice on approved annexation is published.  
30-day waiting period begins before annexation can be recorded.
- June 23<sup>rd</sup> 30-day waiting period ends.
- June 24<sup>th</sup> *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: \$50.00

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: dextoneedham@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 H. Vest 4-2-24  
Received by 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 SR. (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

Richard D. Needham Sr.  
Property Owner

Rosalind D. Needham  
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan  
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



|   |  |
|---|--|
| <b>Legal Description</b>  | <b>Parcel or Identification Number</b> |
| GAILCREST SEC 1 LOTS 10 & 11  | 32-11-01-435-014.000-002               |
| <b>Property Address (number and street, city, state, and ZIP code)</b><br>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=8979>. 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        |
| <b>TOTAL</b>        | <b>319,800</b> | <b>TOTAL</b>                             | <b>334,600</b> |

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/dlgef](http://www.in.gov/dlgef). Other non-residential construction may be eligible for deductions - see Forms 322/RE and Form 322/VBD.

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

SEE OTHER SIDE FOR MORE INFORMATION

Exhibit B  
Needham Annexatin



## RESOLUTION NO. 9 -- 2024

### TOWN OF DANVILLE, INDIANA TOWN COUNCIL PROCEDURES

WHEREAS, the Town of Danville, Indiana ("Town") Council, the Town's legislative body, meets periodically to conduct Town business;

WHEREAS, the Town Council now desires to revise and update the procedures governing the conduct of Town Council meetings and business; and

WHEREAS, the Town, by and through its Town Council, now finds that it is in the best interests of efficiency, uniformity, and transparency to establish the following procedures to govern meetings of the Town Council.

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

- (1) The above recitals are incorporated herein by reference.
- (2) This Resolution shall be in effect from and after its passage by the Town Council of the Town of Danville, Indiana.
- (3) Town Council meetings shall be held pursuant to the following procedures, to be known as the Town of Danville, Indiana Town Council Procedures:

#### Meeting Times

1. Regular meetings of the Town Council shall be held at 7:00 PM on the First and Third Wednesday of each month at Danville Town Hall. In the event that a First or Third Wednesday falls on a holiday, the regular meeting shall be held on the Tuesday before the Holiday or the Thursday after the Holiday. Work Study Sessions and Executive Sessions will be called as needed.
2. Notice of the time and place of regular meetings will be sent once a year to all news media that have filed a written request for such notice. Notice of special meetings must be given at least 48 hours in advance in the manner established by Ind. Code § 5-14-1.5-5. Meetings called to address emergencies are governed by Ind. Code § 5-14-1.5-5(d).
3. Special meetings may be called by a majority of the elected members of the Town Council when requested in a writing that states the purpose for the meeting.



### **Submission of Documents**

1. To be considered for action at any Town Council, without the necessity of suspending the rules; an ordinance, resolution, contract, proposal, or other writing requiring legislative action shall be filed in the office of the Town Manager no later than the close of business on the Wednesday prior to the Town Council meeting at which it is to be considered unless the Council President or Town Council suspends the rules.
2. The Town Manager will prepare Council packets containing the submitted documents and have them available to the Town Council, Clerk-Treasurer, Town Attorney and Staff by the close of business on Friday prior to the Council meeting.

### **Department Head Attendance**

1. The Danville Town Council encourages all Department Heads to attend all meetings or be accessible by telephone in the instances where consultation is needed, or questions need to be answered.

### **Expenditure Requests / Approval Authorities for Emergency Spending**

1. Expenditure requests shall conform to the following guidelines for spending:
  - Up to \$10,000 – Department Heads may approve unless included in the budget and give notice to the Clerk/Treasurer
  - Up to \$15,000 – Town Manager may approve unless included in the budget and give notice to the Clerk/Treasurer
  - Up to \$20,000.00 – Town Manager and the Council Liaison may approve.

Emergency situations over \$20,000.00 require a majority of the Town Council Approval

2. All expenditure requests not included in the budget shall be made on a Capital Expenditure Request Form, available from the Town Manager, and shall be properly executed and signed by the Department Head and submitted to the Town Manager and Clerk/Treasurer no later than the Wednesday before the next Town Council Meeting.
3. Any expenditure request not made pursuant to the above procedures shall be acted upon only upon suspension of the rules.

### **Council Meeting Agenda**

1. The Town Manager shall, in consultation with the Town Council President, prepare an agenda that will be included in the council packet and posted on the bulletin board at the Danville Town Hall at least 3 business days prior to each Council meeting. The agenda shall also be sent to all media who have formerly requested a copy.
2. Items not included on the agenda may be introduced by Town Council members at the Town Council meeting and amended into the agenda by a majority vote. The presiding officer of the Council meeting may alter the order of the agenda for the convenience of the Council.

### **Committees**

1. Special committees will be appointed by the Town Council President throughout the year as such need arises and shall be done at a public meeting of the Council. Special Committees cease to exist when they complete their purpose.
2. Committees may conduct fact-finding and research, as they deem necessary regarding the matter before them, and shall report their findings or recommendations to the Town Council. Any documents that have been given to any committee related to Town business shall be given to the Town Manager, as a matter of record keeping within a reasonable amount of time after receipt of such material. No committee shall enter into agreements on behalf of the Town of Danville without documented prior approval from the Town Council.
3. Committees, Boards and Commissions require approval of the Council to use the services of the Town's Legal Counsel.

### **Duties of Presiding Officer in Board Meetings**

1. The Town Council President, or in his or her absence the Council Vice President, shall be the presiding officer of the council.
2. The presiding officer shall open, control, limit, and close comments on agenda matters.

3. The presiding officer shall preserve order and decorum in all meetings of the Town Council. The presiding officer shall have the right to speak on points of order in preference to members of the board.
4. The presiding officer shall ask for the yeas and the nays on any question before the Board when a vote on it is necessary.

### **Organization of Town Council**

1. The Town Council shall organize itself by the election of officers in the first meeting held during each calendar year. In a year where Board members remain the same, they may choose to elect the president and vice president at their year-end meeting; however, it will be noted in their first meeting of the year thereafter, with the minutes reflecting the results of their action.
2. The sitting President of the Town Council shall conduct the election of officers. If there is not a sitting president or vice president, the members of the Town Council shall select one of their members to chair the meeting.
3. The officers of the Town Council, who shall hold their office for an annual period, shall be as follows:
  - a. President – who shall be the Town executive, and shall have all authority and power, vested in such executive by the laws of the State of Indiana by this and any other ordinance.
  - b. Vice-President – who shall perform all the acts and duties and have all the powers of the president in the absence or disability of the president.
4. In the event an officer resigns, dies, or becomes otherwise incapacitated to hold office, the Town Council shall elect a successor among remaining Board members to complete such officer's term of office as president or vice-president.

### **Lack of Quorum**

1. In the event that less than a quorum of the Town Council shall be present for a regular or special meeting, such Council members as are present may, upon passage of 20 minutes after the designated time for the meeting to commence, adjourn the meeting immediately. If a meeting is adjourned due to lack of quorum, all business on the agenda shall be transferred to the agenda for the next meeting.

## **Voting Procedures**

1. When present, all Council members are encouraged to vote.
2. No ordinance, resolution or motion shall be passed or become effective without an affirmative vote in accordance with subsection 7 below.
3. A council member shall declare a conflict of interest whenever appropriate and in compliance with state law. General consensus may be declared at the discretion of the presiding officer if there are no negative votes or objections by Council members.
4. Upon the request of any Board members, a roll call vote will be taken and recorded.
5. Abstentions: A Board member must declare his/her intent to abstain from a vote prior to the presiding officer's roll call for a vote.
6. Tie Vote: In the event of a tie vote, the Clerk/Treasurer may cast the tie-breaking vote.
7. Majority Vote: A statutory majority (3 of 5 Council members) is required for ordinances, resolutions and contracts. All other items may be approved by a majority of the members present unless one member calls for a statutory majority.

## **Indemnification and Signing Documents**

1. All ordinance and resolutions shall be assigned a number upon their introduction at a Council meeting.
2. Whenever the Council takes final action on documents requiring the signature of Council members, those signatures should be placed upon the document at the close of the public meeting.

## Discussion Rules

1. **Obtaining the Floor:** A member of the Town Council, staff or public should first address the President and gain recognition. Comments and questions should be limited to the issue before the Council. Cross-exchange between Council members and the public should be limited to the issue at hand and non-argumentative.
2. **Interruptions:** Once recognized, a person is considered to have the floor, and another person may not interrupt the speaker except to make a point of order or a point of personal privilege. In such a circumstance, the person holding the floor shall cease speaking until the point of order or privilege is resolved.
3. **Discussion Limit:** A Council member should not speak more than once on a particular subject until every other Council member has had the opportunity to speak. Council members are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The President should allow other members to speak first and then give his/her views and summarize.
4. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date provided.
5. **Right of Protest:** A Council member is never required to State reason for dissenting vote.
6. **Calling for the question:** The purpose of calling for the questions is to disallow further debate and put an issue to an immediate vote. A Council member may move to "call for the question" on an item which is being considered. The motion requires a second, is not debatable, and must pass by a 2/3 vote. If the motion carries, the item is no longer debatable, and the Town Council must vote on it.

## Other Protocol

In order to emphasize the importance of the business being conducted in a professional manner, Council members and staff shall:

- a. Work to preserve appropriate order and decorum during all meetings.
- b. Discourage side conversations, disruptions, interruptions or delaying effort.

- c. Inform the President when departing from a meeting.
- d. Limit Disruptive Behavior: Persons demonstrating rude, boisterous or profane behavior will be called to order by the President. If such conduct continues, the President may call a recess, request the removal of such person(s), adjourn the meeting or take other appropriate action. The council discourages booing, applause or other similar behavior.
- e. Recognize that only the Town Council, Town Manager, Clerk/Treasurer and other staff as needed shall be permitted to sit at the Council or staff tables.
- f. Limit breaks for Town Council to 5-10 minutes. The president may resume the meeting if a quorum exists, and other members have not returned from break within the time period.
- g. There shall be a "Public Comment" period at the Town Council Meetings. The Council may impose time limits on speakers when necessary. While the Town Council encourages and embraces the need for, and right of, public participation, it acknowledges that public comments must, at times, be limited when necessary. The Council President or presiding officer may poll the audience for an indication of the number of people wishing to speak and impose time limits of up to three minutes per speaker when necessary due to the volume of business. After the time limit, Council or staff may ask questions of the speaker for clarification if needed. Each speaker will be thanked for their participation. A "Request to Speak Form" will be made accessible and available at the entrance to the meeting room. Members of the public must fill out the form and provide it to the Town Manager.

Maintaining Order: The Council President or presiding officer may require the police chief or his designee to act as sergeant-at-arms. Any Council member may request the presiding officer to enforce the rules of protocol.

Values of Respect: The Town Council also recognizes the importance of approaching the public's business in an environment of personal respect and courtesy, which places emphasis on the consideration of policy and avoids personalization of comments. Some general guidelines utilized by the Town Council include:

- Discussion should focus on policy matters;
- Personal criticism of members is inappropriate;
- Proper decorum should be displayed as other members express their views;
- Treat members of the public equally; and
- Personal criticism of staff is inappropriate and discouraged.

RESOLVED by the Town Council of the Town of Danville, Indiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DANVILLE TOWN COUNCIL

FOR:

AGAINST:

|       |                 |       |
|-------|-----------------|-------|
| _____ | Chris Gearld    | _____ |
| _____ | Dave Potter     | _____ |
| _____ | Greg Irby       | _____ |
| _____ | Michael Chatham | _____ |
| _____ | Bret Doub       | _____ |

ATTEST:

\_\_\_\_\_

Carrie Lofton, Clerk-Treasurer

**ORDINANCE NO. 12-2024**  
**ADDITIONAL APPROPRIATION**

**WHEREAS** the proper officers of the Danville Town Council of Town of Danville,  
 (Adopting Body) (Taxing Unit)

Hendricks County, Indiana have determined that it is now necessary to appropriate more  
 (Name of County)

money for calendar year 2024 than the amount that was fixed by the Danville Town Council  
 (Year) (Adopting Body)

and finally determined in the annual budget under Indiana Code 6-1.1; and

**WHEREAS** notice was duly given to the public in accordance with IC 6-1.1-18-5(a) and IC 5-3-1-2(b)  
 for a public hearing on a proposed additional appropriation and a public hearing was held on

May 15, 2024, by the Danville Town Council regarding the same:  
 (Date) (Year) (Adopting Body)

**THEREFORE, BE IT ORDAINED (RESOLVED)** by the Danville Town Council of  
 (Adopting Body)

Town of Danville, Hendricks County, Indiana that a need now exists for an additional  
 (Taxing Unit) (Name of County)

appropriation out of the following fund or funds named, and for the purposes specified, subject to laws  
 governing the same:

| <b>FUND INFORMATION</b>                                  |                                    |                                  |
|--|------------------------------------|----------------------------------|
| Fund Name: EDIT – Economic Development Income Tax Credit |                                    |                                  |
| <b>Budget Classification</b>                             | <b>Additional Amount Requested</b> | <b>Additional Amount Adopted</b> |
| Personal Services  | \$                                 | \$                               |
| Supplies   | \$                                 | \$                               |
| Other Services and Charges                               | \$67,500                           | \$67,500                         |
| Township Assistance                                      | \$                                 | \$                               |
| Debt Service   | \$                                 | \$                               |
| Capital Outlays  | \$                                 | \$                               |
| <b>Total:</b>  | <b>\$67,500</b>                    | <b>\$67,500</b>                  |



Duly adopted by the following vote of the members of said Danville Town Council this 15th day of May, 2024.  
 (Adopting Body)

| ADOPTION INFORMATION |     |                    |           |
|----------------------|-----|--------------------|-----------|
| Official Vote        |     | Name               | Signature |
| Nay                  | Aye |                    |           |
|                      |     | Christopher Gearld |           |
|                      |     | Michael Chatham    |           |
|                      |     | Gregory Irby       |           |
|                      |     | Bret Doub          |           |
|                      |     | David Potter       |           |

|  |  |
|--|--|
| Attestation by Secretary of Governing Body |  |
| Date                                       |  |

**ORDINANCE 13 - 2024**

**An Ordinance to amend Ordinance 2 - 2024  
"2024 Salaries and Other Compensation for Officials, Employees  
and Appointees of the Town of Danville".**

**Whereas**, the Danville Town Council approved and adopted Ordinance 2 - 2024 which established wages and salaries of employees of the Town of Danville;

**Whereas**, the salary ordinance needs amended to Section 12: Full-Time Police Officer Field Training to be effective May 11, 2024;

**Whereas**, the Wage & Salary Section can be amended.

**Now, Therefore**, be it ordained that Ordinance 2 - 2024 be amended as follows:

**The Town will provide each Field Training Officer with a \$3.00 per hour stipend when training.**

So approved this 15<sup>th</sup> day of May, 2024.

TOWN OF DANVILLE

Attest:

\_\_\_\_\_  
Carrie E Lofton, Clerk – Treasurer

\_\_\_\_\_  
Christopher Gearld

\_\_\_\_\_  
Michael Chatham

\_\_\_\_\_  
Gregory Irby

\_\_\_\_\_  
Bret Doub

\_\_\_\_\_  
David Potter

## AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and Town of Danville Town Council, hereinafter called "Client," located at 49 N Wayne Street, Danville, Indiana, 46122.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire THE CONSULTANT to perform Design Services for the construction of Main Street Trail, a 10-foot wide, asphalt multi-use path along the north side of Main Street between Wayne Street and County Road 200 E in the Town of Danville, Hendricks County, Indiana. A total length of 1.89 miles of trail, as set forth herein; and

WHEREAS, THE CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and THE CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

### I. SCOPE OF SERVICES

THE CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

### II. TERM

This agreement shall be effective upon approval of the Client and shall remain in effect through December 31, 2027.

### III. COMPENSATION

A. THE CONSULTANT shall be compensated as set forth in Exhibit B and Exhibit B-1 for services rendered under this Agreement.

- a. Phase 1 – 30% Design services, as set forth in Exhibit B-1, upon written "Notice to Proceed for Phase 1 – 30% Design services."
- b. Total services, as set forth in Exhibit B, upon written "Notice to Proceed for Total services."
- c. "Notice to Proceed for Phase 1 – 30% Design services" does not obligate the Client to issuance of "Notice to Proceed for Total services."

- B. THE CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to THE CONSULTANT within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to THE CONSULTANT within 90 days of the date of an invoice, THE CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, THE CONSULTANT will continue its services.

#### IV. PERIOD OF PERFORMANCE

THE CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." For Client recognizes that THE CONSULTANT's work and the completion thereof may be conditioned upon Client's review of THE CONSULTANT's work and/or the timely performance and completion of certain activities by Client. THE CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond THE CONSULTANT's reasonable control and without its fault or negligence.

#### V. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that THE CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide THE CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by THE CONSULTANT to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate Will Lacey, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide THE CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

#### VI. INDEPENDENT CONTRACTOR

It is understood and agreed that THE CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, THE CONSULTANT's employees shall not be considered employees of the Client.

#### VII. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from

receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. THE CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay THE CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VIII. INSURANCE

THE CONSULTANT shall maintain at THE CONSULTANT's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by THE CONSULTANT hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

IX. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond THE CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

X. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

XI. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to THE CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to: Will Lacey Assistant Town Manager & Parks Director, 49 North Wayne St, Danville, IN 46122.

XIII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This

agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

#### XIV. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, THE CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

#### XV. NON-DISCRIMINATION

THE CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;

- C. That the Client may deduct from the amount payable to THE CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XVI. EMPLOYMENT ELIGIBILITY VERIFICATION

THE CONSULTANT affirms it does not knowingly employ unauthorized aliens. THE CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. THE CONSULTANT is not required to participate should the E-Verify program cease to exist. THE CONSULTANT shall not knowingly employ or contract with any unauthorized alien. THE CONSULTANT shall not retain an employee or contract with a person whom THE CONSULTANT learns is an unauthorized alien. THE CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to THE CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. THE CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

TOWN OF DANVILLE

VS ENGINEERING, INC.

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

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

Sanjay B. Patel, P.E., CEO & President

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
April 26, 2024

(Date)

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

By: Christopher L. Waidner

Christopher L. Waidner, P.E., Indiana Transportation Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
April 26, 2024

(Date)

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

\_\_\_\_\_  
(Date)



## EXHIBIT A

THE CONSULTANT is pleased to present this proposal to the CLIENT for Design Services for developing contract bid documents for the Main Street Trail, a 10-foot wide, asphalt multi-use path along the north side of Main Street between Wayne Street and County Road 200 E in the Town of Danville, Hendricks County, Indiana.

### PROJECT DESCRIPTION

THE CONSULTANT will provide services of qualified CONSULTANTS, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Work items will include design documents, bidding, and construction administration.

The Main Street Trail project includes construction of a 10-foot wide, asphalt multi-use path along the north side of Main Street between Wayne Street and County Road 200 E, in the Town of Danville, Hendricks County, Indiana. A total length of 1.89 miles of trail, as shown in Exhibit A-1. The project includes the installation of a pedestrian bridge over the West Fork While Lick Creek, and ADA accessibility improvements to existing signalized intersection at Main St. (US 36) and Old Farm Rd.

### SCOPE OF WORK

#### TOPOGRAPHIC SURVEY

CONSULTANT shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. CONSULTANT shall prepare and record a Location Control Route Survey. CONSULTANT work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

- I.C. 25-21.5,
- 865 I.A.C. 1-12, and
- Survey Manual

Electronic files including the following shall be prepared and submitted by CONSULTANT as directed by client:

- Finished plan view of topographic survey in AutoCAD .dwg format
- 1-foot contours in AutoCAD .dwg format
- TIN from Civil 3D in .xml format
- Electronic points file in .txt or .xml coordinate format.
- Location Control Route Survey Plat in .pdf format.
- Survey Book in .pdf format.

The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey Plat and survey book submitted. In addition, CONSULTANT shall complete the field survey as summarized below and as directed by the Client.

## Survey Area

- Main Street (US 36)  
Beginning at the centerline of Wayne Street, survey easterly 4,025 feet to the centerline of Old U. 36. The width varies throughout the project, but will be approximately 100 feet from the centerline of the roadway. The intent of the width is to pick up features (parking lots, road side ditches, embankments, etc..) that are within 50-75 feet of the closest edge of pavement of the travel lane, which is, on average, approximately 100 feet from the centerline of the roadway, at maximum.
- Main Street (Old US 36)  
Beginning at the centerline of Main Street (US 36), survey north and northeasterly approximately 5,775 feet. The width varies throughout the project, but will be approximately 100 feet from the centerline of the roadway. The intent of the width is to pick up features (parking lots, road side ditches, embankments, etc..) that are within 50-75 feet of the closest edge of pavement of the travel lane, which is, on average, approximately 100 feet from the centerline of the roadway, at maximum.
- White Lick Creek  
200 feet up and downstream will be surveyed of White Lick Creek. The limits will be 10 feet on each side of the top of bank. This amounts to four cross sections, up and downstream.
- **Total survey includes 9,800 lineal feet of roadway by the widths described above, and the 8 total cross sections along White Lick Creek.**
- Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. CONSULTANT shall provide a listing of all property information, deeds, plats, and maps.
- Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.
- Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The coordinate system will be the Hendricks County Zone of the Indiana Geospatial Coordinate System (InGCS).
- Establish on-site elevation using NGS, DNR benchmarks or Hendricks County benchmarks. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.

- Coordinate with all utility companies to locate and mark their utilities in field. CONSULTANT shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, CONSULTANT shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. Individual trees will not be identified in wooded/brush areas.
- Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- Provide a listing of all symbols, notations and legends used in the field survey. CONSULTANT shall furnish a hard copy together with all field survey information collected on electronic media. CONSULTANT shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D, and shall submit a hard copy together with electronic format. CONSULTANT shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements.
- Indicate spot elevations at all, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- Prepare and record a Location Control Route Survey Plat depicting existing alignments, right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

## TRAIL DESIGN

### Project Management

Project Management and Coordination: Provide overall direct project coordination stakeholders for the design, bidding, and construction of the project.

Project Management Control Schedule and Budget: CONSULTANT shall coordinate with the Contractor and prepare and submit for review and approval a detailed project management control schedule. CONSULTANT shall document any scope changes affecting baseline budget or schedule. Discuss and receive written approval of any scope changes prior to implementing.

Monthly Invoicing and Progress Reports: CONSULTANT shall submit project manager monthly invoices accompanied by written monthly progress reports. At a minimum for each task, the work completed during the past month and work anticipated during the next month by CONSULTANT shall be reported along with hours and direct costs expended on unit price, unit labor rate work tasks, and the percent complete on lump sum work tasks, and project costs and updates to the schedule. CONSULTANT shall also identify items requiring decisions or input. All work outside the contracted Scope of Services, which must be authorized in writing, shall be identified separately along with the invoice amount for the extra work. If no extra work was performed for the month,

CONSULTANT shall note in the monthly progress report. Invoicing shall indicate the project number, purchase order number, total contract amount, amount completed, amount previously invoiced, and current invoice amount.

Project Meetings: CONSULTANT shall conduct project meetings, as needed. For budgetary purposes, a total of 5 project meetings during design and construction are budgeted.

Meeting Minutes: CONSULTANT shall prepare and issue meeting minutes, and shall distribute the minutes within five calendar days of the meeting. CONSULTANT shall make meeting minutes corrections identified by OWNER and Contractor and distribute revised meeting minutes, if required. If comments are not provided on draft meeting minutes within five business days, CONSULTANT shall issue and distribute final meeting minutes.

Project Quality Control: The responsibilities of CONSULTANT include Quality Control (QC) of project deliverables. CONSULTANT shall review project deliverables prior to submittal, internally document comments and resolution, and assist in project quality assurance.

Public Outreach Coordination: CONSULTANT shall interface with OWNER and provide technical support and information for Public Outreach efforts, as requested.

#### Trail Design

CONSULTANT shall prepare preliminary plans for a 10-foot wide asphalt pedestrian trail and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions.

CONSULTANT shall coordinate and resolved conflicts with utilities impacted by the project.

CONSULTANT shall design safety systems to provide safe passage for pedestrians across public roads.

CONSULTANT shall design the systems to meet stakeholder needs and include:

- Pedestrian signs
- Striping
- Crosswalk signs

Following approval of the preliminary plans, and approval of the environmental permitting agencies, CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications, trail design, drainage, utility coordination and final cost estimates for the construction of the project.

Three submittals are anticipated to be made to OWNER.

1. 30% Plan submittal
2. 90% Plan submittal
3. Final Construction Document submittal

### Drainage

CONSULTANT shall conduct Engineering and analysis of drainage improvements that will be associated with the trail. CONSULTANT will identify and provide design, calculations, and quantities associated with this work. Major items include:

- Hydrology of the watershed
- Project release rates
- Conveyance design
- Peak flood elevations

### Signal

CONSULTANT shall conduct Engineering and analysis of existing signalized intersection at Main St. (US 36) and Old Farm Rd. of pedestrian ADA accessibility improvements that will be associated with the trail. CONSULTANT will identify and provide design, calculations, and quantities associated with this work. Major items include:

- Analysis of existing signal infrastructure
- Layout of pedestrian poles, push buttons and pedestrian heads in the NW and NE corners to facilitate protected crossing of the intersections north approach.
- Coordination with INDOT
- INDOT permit

### Bidding Services

CONSULTANT shall provide bidding assistance for one (1) construction contract letting. The elements associated with this task are as follows:

- Prepare bid advertisement to publish.
- Receive and respond to contractor inquiries regarding bidding documents.
- Issue addenda to Bid Documents
- Attend bid opening and prepare bid recommendation
- Receive and review bids for responsiveness.
- Prepare bid tabulation and make recommendation regarding award of construction contract.

### **BRIDGE DESIGN**

The proposed trail crosses the West Fork White Lick Creek. CONSULTANT shall provide services, as presented in Exhibit A-2, for the analysis and installation of a structure for this crossing.

### **UTILITY COORDINATION**

CONSULTANT will coordinate with utilities in accordance with the following tasks from Indiana Administrative Code (IAC) 105 Article 13: Utility Facility Relocations on Construction Contracts.

- Initial Notice of proposed improvement project
- Verification of existing utilities
- Work Plan development
- Relocation notification

Initial Notice will contain:

- Geographical limits of project and general description of work to be done.
- Anticipated Construction date
- CONSULTANT Utility Coordinator contact information

Verification of Existing Utilities will comprise of:

- Reviewing the accuracy of the field survey plan as to the location of existing facilities with utility.
- Acquire available depth information of underground facilities from utility.
- Revisions to plan depicting existing conditions based on direction from utilities.

Conflict Analysis will comprise of:

- Prepare, sign, and send to each utility a letter requesting they identify the conflicts between their facilities and the improvement project.
- Send letter to each utility with comments on recommended changes to the design.

Work Plan Development will comprise of:

- Prepare, sign, and send to each utility a letter requesting they prepare and submit their utility relocation work plan mapped on drawings.
- Follow up with each utility until work plans with the following information are received:
  - Work plan narrative;
  - Relocation drawing having station, offsets and elevations;
  - Cost estimate; and
  - Easement documents (if reimbursable).
- Review each utility relocation work plan to ensure that it is compatible and reasonable
- If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not.

Utility Relocation will comprise of:

- Prepare color coded Master Utility Relocation plan set.
- Prepare exhibits for each utility relocating showing the elements (if any) the relocation is contingent upon.
  - R/W Acquisition
  - R/W (Tree) clearing
  - R/W Staking
- Prepare Master schedule depicting when Utilities will be relocating.
- Coordinate with OWNER on issuance of relocation NTP.
- Confirm relocation of utility.
  - Location to be based on As-Built information provided by Utility and on-site visual inspection.

#### **ENVIRONMENTAL COORDINATION**

The project will follow State Environmental Policy Act (SEPA) process that requires State agencies to study the consequences of their actions, including permitting, and to take all feasible measures to avoid, minimize, and mitigate damage to the environment. CONSULTANT shall provide services associated with SEPA. Services include:

- Analysis of three (3) potential hazmat sites.
- On-Site waters investigation and wetland delineation.
- Design shall take all feasible measures to avoid and discovered environmental items.
- Attendance at Section 106 State Review Board Meeting for Section 106 coordination and documentation.
- Environmental data collection for Indiana SEPA form.

Assume there are no below grade artifacts within the project limits. Mitigation services above and beyond those associated with planned permits, if deemed necessary, are not included in this proposal and would be an additional service. Red Flag Investigation and full Section 106 consultation are not included in the scope of this task.

### **GEOTECHNICAL INVESTIGATION**

This consists of drilling, soil sampling, laboratory testing and foundation support recommendations for the proposed bridge structure.

- Explore the subsurface soil and groundwater conditions at the proposed site by drilling borings at the proposed bridge abutments.
- Split-spoon samples will be obtained for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon samples. Groundwater observations will be made during, immediately and after about 24 hours (at selected locations) after completion of the drilling.
- Both boreholes will be backfilled in accordance with the specifications set forth by the INDOT "Aquifer Protection Guidelines".
- Exploration will include limited laboratory testing on representative soil samples to determine its classification and understand strength, compressibility and other Engineering characteristics.
- The results of the field exploration and laboratory tests will be utilized in the Engineering analysis in formulation of recommendations and will be presented in a written geotechnical report.

### **PERMITTING**

CONSULTANT will provide agency coordination and submittals to obtain permits necessary for the proposed project. The West Fork White Lick Creek is a FEMA detailed floodway. Efforts assume that project impacts will result in a hydrologic and hydraulic analysis showing surcharges greater than 0.00 feet. fall within the guidelines to comply with the following permits.

#### IDEM Construction Stormwater General Permit (former Rule 5 permit)

Coordinate, develop, and submit erosion control plans and Stormwater Pollution Prevention Plan (SWPPP) in accordance with IDEM's Storm Water Quality Manual, and Town of Danville preferences.

- Coordinate and resolve comments from resource agencies
- Obtain approval of the SWPPP from the Hendricks County (IN) Soil and Water Conservation Service. Upon approval of the SWPPP, CONSULTANT shall satisfy public advertisement requirements, complete the IDEM Construction Storm Water General Permit Notice of Intent Form and submit the completed package to IDEM. Efforts assume that mitigation or a monitoring plan will not be necessary.

#### IDNR Construction in a Floodway (CIF) Permit-Modeling

Coordinate, prepare, and obtain approval of an IDNR Construction in a Floodway Permit utilizing IDNR's modeling worksheets.

- Coordinate with resource agencies, including IDNR and US Coast Guard, to determine permitting needs.
- Prepare application packet to include State Form, Modeling Worksheets; Change in Effective Cross Section Flow Area State Form, Public Notice State Form 50354, Adjacent Property Owners Listing State Form, project description, location and floodplain mapping, site photos, preliminary plans with erosion and sediment control, agency coordination, and other supporting documentation.
- Submit final application for signature and forwarding to resource agencies. Respond to any IDNR comments, excluding mitigation requirements.
- Address comments from adjacent landowners as notified through Public Notice.

- Submit final application for signature and forwarding to resource agencies. Respond to any IDNR comments regarding mitigation requirements.

#### FEMA Conditional Letter of Map Revision (CLOMR)

Coordinate, prepare, and obtain a FEMA CLOMR prior to construction.

- Evaluate alternatives to the development that would meet the requirements of the designated floodway.
- Obtain concurrence of the Chief Executive Officer of any other community impacted by the proposed development.
- Certify that no structures would be impacted by the increased base flood elevations.
- Submit final application for signature and forwarding to resource agencies. Respond to any IDNR comments, excluding mitigation requirements.
- Address comments from adjacent landowners as notified through Public Notice.
- Submit final application for signature and forwarding to resource agencies. Respond to any FEMA comments regarding mitigation requirements.

#### FEMA Letter of Map Revision (LOMR)

Coordinate, prepare, and obtain a FEMA LOMR after construction.

- Develop maintenance program for altered channel.
- Submit final maintenance agreement for signature and forwarding to resource agencies. Respond to any FEMA comments regarding mitigation requirements.
- Post construction maintenance evaluation

#### USACE 404 Regional General Permit

Coordinate, prepare, and obtain approval of an USACE 404 Regional General Permit (Indiana Regional General Permit No.1).

- In the event that a site-specific Individual Section 404 Permit becomes required, an addendum to this Agreement shall be required.
- Demonstrate via letter from the United States Fish and Wildlife Service that no federal endangered, threatened, or rare species are documented on a permanent or seasonal basis within ½ mile radius of the proposed project site.
- Submit final application for signature and forwarding to resource agencies. Respond to any USACE comments regarding mitigation requirements.

#### IDEM 401 Regional General Permit

Coordinate, prepare, and obtain approval of an IDNR 401 Regional General Permit.

- In the event that a site-specific Individual Section 401 Water Quality certification becomes required, an addendum to this Agreement shall be required.
- Demonstrate via letter from the IDNR, division of Nature Preserves, that no state endangered, threatened, or rare species are documented on a permanent or seasonal basis within ½ mile radius of the proposed project site.
- Submit final application for signature and forwarding to resource agencies. Respond to any USACE comments regarding mitigation requirements.

#### **R/W ENGINEERING**

CONSULTANT will provide the following R/W Engineering services:

#### Title Research Services – T&E Reports

CONSULTANT will conduct 20-year chain of title search and prepare T&E reports



### **Right of Way Plan Development Services – R/W Engineering (Permanent)**

CONSULTANT will produce legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way. Major items include.

- Review LCRSP against design plans and generate report
- Review T&E report
- Create parcel worksheet
- Confirm property lines and coordinate geometry
- Prepare Exhibit "A"
- Prepare Exhibit "B"
- Review parcel packet and certify

### **Additional Description**

CONSULTANT will produce additional Legal Descriptions as required for conveyance of acquisition.

### **Right of Way Staking**

CONSULTANT will stake the proposed Right of Way at all Design Bend Point and at Property Lines with a 12-inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

### **R/W Acquisition**

CONSULTANT will manage all land acquisition procedures in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA), using the Indiana Department of Transportation (INDOT) fee schedule for the following services:

### **R/W Management**

Provide Project Management for Right-of-way Acquisition Services for the right of way to be acquired in accordance with the requirements of Hendricks County, Indiana.

### **Appraisal Problem Analysis (APA)**

Prepare Appraisal Problem Analysis to be used in the acquisition of the right of way in accordance with the Indiana Department of Transportation (INDOT) Real Estate Division Manual, the Uniform Standards for Professional Appraisal Practice, current edition and the requirements of Hendricks County, Indiana.

### **Appraisals**

Prepare Appraisals to be used in the acquisition of the right of way in accordance with the Indiana Department of Transportation (INDOT) Real Estate Division Manual, the Uniform Standards for Professional Appraisal Practice, current edition and the requirements of Hendricks County, Indiana.

### **Review Appraisals**

Prepare Review Appraisals to be used in the acquisition of the right of way in accordance with the Indiana Department of Transportation (INDOT) Real Estate Division Manual, the Uniform Standards for Professional Appraisal Practice, current edition and the requirements of Hendricks County, Indiana.

### **Negotiation & Buying**

Provide Negotiation Services to acquire the right of way in accordance with the Indiana Department of Transportation (INDOT) Real Estate Division Manual, current edition and the requirements of Hendricks County, Indiana.

### **Recording**

Prepare Conveyance Documents to be used in the acquisition of the right of way in accordance with the requirements of Hendricks County, Indiana.

**Contingency**

A contingency item is proposed to budget for inflation and other unknown real estate costs that may occur between now and when real estate services are necessary.

**CONSTRUCTION ADMINISTRATION**

CONSULTANT shall provide construction administration assistance and design coordination during project construction for the following items.

- Attend, administer, and document Pre-Construction meeting.
- Assist with responses to reasonable inquiries concerning the accuracy and intent of the design plan and contract documents.
- Review all applicable shop drawings in conformance to the standard specifications and special provisions.
- Revise design plans during construction phase if unforeseen conditions arise.

**SCHEDULE**













The tentative schedule developed for major milestones is as follows:

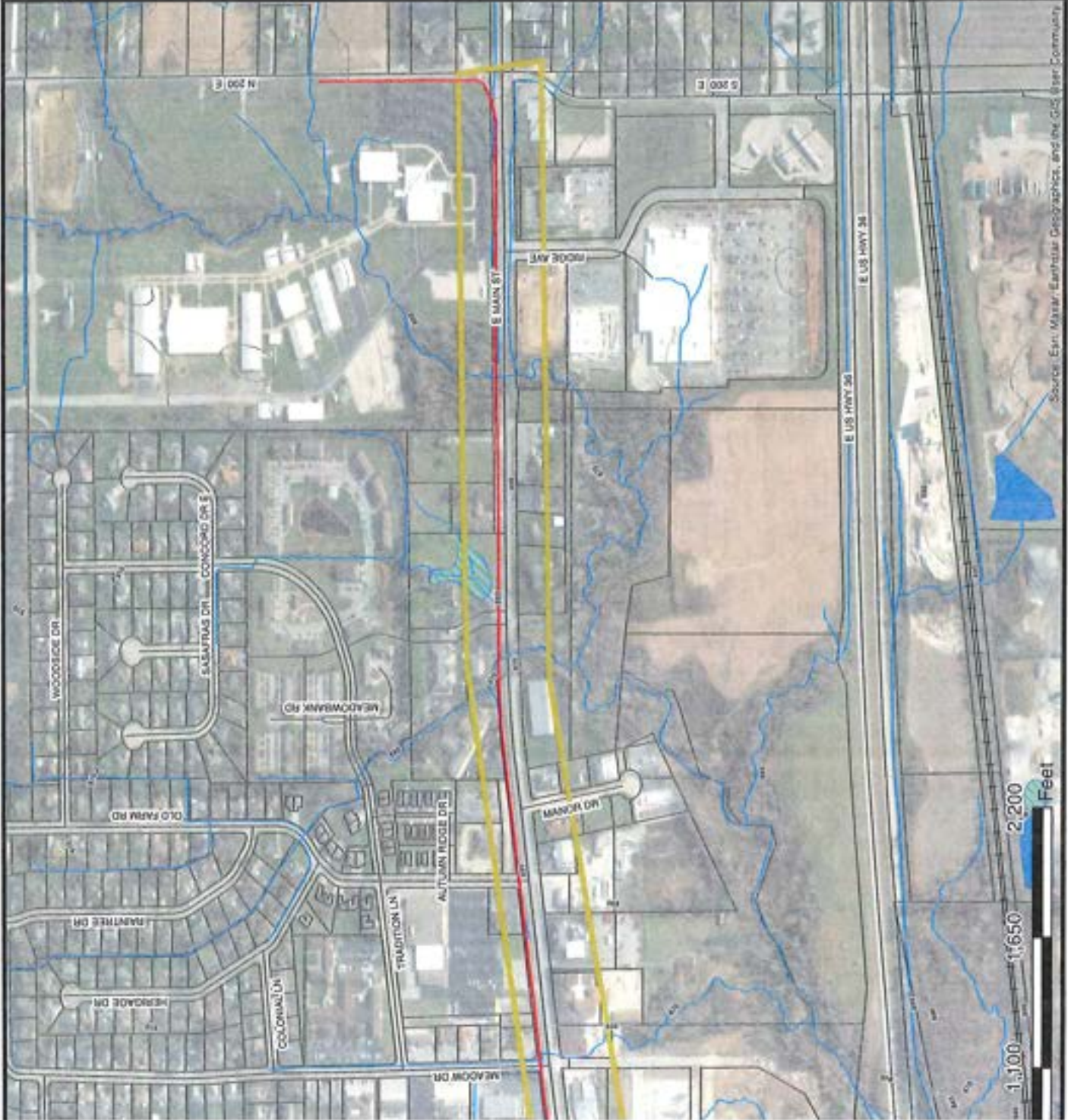
| <u>TASK</u>       | <u>COMPLETION DATE</u> |
|-------------------|------------------------|
| Notice to Proceed | June 2024              |
| 30% Plans         | June 2025              |



**TOWN OF DANVILLE  
MAIN STREET TRAIL**

**Legend**

-  WASTE WATER FACILITY
-  ALTERNATE 1
-  PROJECT AREA
-  MINOR CONTOURS
-  MAJOR CONTOURS
-  RAILROAD
-  STREAM/DITCH
-  WETLANDS
-  RIVERS
-  LAKES AND PONDS
-  STREET CENTERLINE
-  PARCEL LINES



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**EXHIBIT A-2**

March 23, 2024

VS Engineering, Inc.  
Attn: Chris Waidner, PE  
4275 N. High School Rd.  
Indianapolis, IN 46254  
Email: [cwaidner@vsengineering.com](mailto:cwaidner@vsengineering.com)

Re: **Town of Danville – Main Street Trail Project**  
Scope & Fee Proposal – Hendricks 178 Truss Relocation

Dear Mr. Waidner,  
Kurdziel Barker Engineering, Inc. (KB) is thankful to work with VS Engineering, Inc. (VS) to provide historic bridge design services for the Main Street Trail Project in the Town of Danville. Please find our Scope of Services and Associated Fees below.

**Project Description**

The Main Street Trail project would like to use the Baltimore truss known as Twin Bridge, located approximately 0.5 miles the trail project, as a pedestrian crossing. The Twin Bridges include one Baltimore Through Truss and a three-span concrete open spandrel arch bridge, also known as the Big Four Railroad bridge.

The Baltimore truss, identified as Hendricks Co. Br. 178 was built in 1886 by the Indiana Bridge Company, which advertised themselves as the successor to the Indianapolis Bridge Company, which had closed its doors the same year. The Indiana Bridge Company constructed many bridges in Indiana and the region up until the early 1910s, at which point, moved into building construction. As World War I started up, the Indiana Bridge Company focuses on steel production for the war effort. There are very few remaining bridges constructed by the Indiana Bridge Company. This bridge is likely to be one of two remaining bridges from this builder and only one of three surviving Baltimore trusses in Indiana, which makes this particular bridge, a significant part of Indiana's history.

The truss spans 150 feet, is 16 feet wide and is a pin-connected through truss with fixed end connections. As with all Baltimore trusses, the bridge has half-hip bracing, with mid-panel pins that connect the counters and mid-height bracing passing through the main diagonals. The truss maintains most of its original members, and the repair work that has been done has maintained much of its historic authenticity.

**Scope of Services**

The purpose of this work is to assess the feasibility of relocating and rehabilitating a historic truss (Task 1) onto Main Street Trail. If found to be feasible, then the historic bridge would be designed (Tasks 2 & 3) and contract documents would be provided. A prefabricated bridge alternate (Task 4) can be included in the scope to either supersede the historic bridge design or be included as a bid alternate for the owner to select between once the bids are obtained. Regardless of the structure used, the proposed substructure will be designed (Task 5) to be included in the contract plans.

**Task 1 – Historic Bridge Feasibility Report**

The engineer's report will include site visits to the bridge to measure the overall bridge dimensions, inventory the members and assess the condition of each bridge element. Each member will have their material properties assessed, as the age of the bridge could include both steel and wrought iron. Photo documentation will be included during the site visit to be included in the report to showcase specific areas that need to be rehabilitated. Contractors will be contacted who specialize in relocating metal truss bridges to prepare the preliminary cost estimate. Separate contractors will be contacted for the actual repairs, the crane operations, bridge cleaning and painting and general contracting. This will all be summarized in a brief report for the client to assess whether relocating the bridge is practical.

**Task 2 – Historic Bridge Design & Relocation**

If relocating the historic bridge is pursued, then KB would move forward with designing the relocation and rehabilitation of the truss. Additional site visits will be required to assess the section loss of each member, which will affect the design of the structure. KB will perform the load calculations on the bridge and will prepare a finite element analysis model of the bridge to determine the forces acting throughout each member of the bridge. Each element will be designed for maximum loading effects, which will include partial live load cases across the bridge to create the maximum loading effect on the diagonals and counters. An existin

bridge load rating of the bridge can be provided, upon request. The structural analysis will then be modified to accommodate replaced and rehabilitated members to obtain the desired loading capacity of the structure. This will be a specific approach to modify only what is necessary to maintain as much historic integrity as possible. It is assumed that a new bridge deck and stringers supporting the deck will be replaced, but that will be determined during the initial site visit.

As with the design, the detailing will be very specific. The bridge detailing will include a general plan that includes all the data collected from the site visits as well as a legend, identifying each element that requires rehabilitation or replacement. The detail sheets will clearly show the necessary repairs and in such a way to maintain historic authenticity. All rehabilitation details will be designed to mitigate obtrusive or heavy-handed repairs and will favor repairs that are historically accurate.

In addition to the traditional bridge design tasks, KB will also calculate the lifting loads that contractors will use to lift the bridge off the original abutments and onto the proposed abutments. KB has a lot of experience relocating metal truss bridges and will identify several ways to lift the structure that can be used by the contractor at their discretion.

### **Task 3 – Historic Bridge Specifications & Bidding**

The construction specifications of metal truss bridges is very important, as there are not standards for this work that can be relied on. As such, KB will use its extensive history with these structures to build the necessary structural specifications to ensure that all work is completed to provide a quality project that will last. The specifications will explain the necessary repairs clearly to contractors, without being subjective, to increase contractor confidence and mitigating their risk, which commonly is reflected in lower bid prices.

KB will provide quantity calculations and a cost estimate for the owner to review prior to bidding the work. Cost estimate data will use many of the recently bid projects for historic metal bridges that KB has completed. These referenced prices will reflect mostly locally funded projects.

Once the project is advertised, KB will reach out to their trusted contractors near the area or that are known to have interest in this work to inform them of the project and request their review and bid. Contractors solicited by KB all have a long and successful history repairing and relocating metal trusses. Once the bids come in, KB will assist in the review of the bids to identify any discrepancies or errors among the bids.

### **Task 4 – Prefabricated Bridge Alternate**

This task only applies if the historic bridge option is not pursued, or if the owner desires to include a prefabricated bridge alternate in the project. KB has found that including a prefabricated option in the bid protects the client from being in a position subjected to prohibitively high costs without an alternative option. If both bid alternates are obtained, then the owner can select which option to go with based on the needs of the project once bids are received.

The prefabricated bridge will require a design provision that ensures that the proper structure is being ordered and that all the desired options are included in the contractor's bids. Quantity calculations of the deck and railing, which may not be included in the costs of the bridge, depending on material selections, will be provided. A cost estimate of the prefabricated bridge alternate will be provided so the owner can anticipate the costs of this option. General plan sheets will be provided for the contractor to review and base their bid on.

### **Task 5 – Substructure Design & Detailing**

Regardless of the structure that is selected, the proposed location will require a new abutment. The foundation that will be designed will be based on a geotechnical report provided by others. KB will request a shallow and deep foundation option from the geotechnical engineer. It is common for a pedestrian bridge to use a spread footing if the soils are good; however, if they are not, then deep foundations may be necessary.

Once the foundation is established and designed, KB will design the reinforcing to resist the internal forces in the abutment. The reinforcing and abutments will be detailed to include bar bending diagrams, section views, a plan view and an elevation. It is anticipated that both abutments will be identical, so only one will be designed. Quantity calculations and a bill of materials will be provided on the plan sheets so that contractors all bid on the same quantities for the abutment work.

**Fees for Services Provided**

The work associated with the aforementioned Scope of Services is as follows:

|  | <u>Itemized Cost</u> | <u>Task Cost</u>               |
|--|----------------------|--------------------------------|
| <b>Task 1 – Historic Bridge Feasibility Report</b>           |                      | <b>\$14,000</b>                |
| a. Site Visits, Data Collection, Photo Documentation         | \$ 3,000             |                                |
| b. Data Processing & Condition Assessment                    | \$ 4,000             |                                |
| c. Construction Cost Estimate                                | \$ 3,000             |                                |
| d. Report Preparation & Submission                           | \$ 4,000             |                                |
| <b>Task 2 – Historic Bridge Design &amp; Relocation</b>      |                      | <b>\$78,000</b>                |
| a. Measuring Cross-Sections & Lengths of Each Member         | \$ 6,000             |                                |
| b. Load Calculations & Finite Element Analysis               | \$17,000             |                                |
| c. Design Capacity of Each Member                            | \$22,000             |                                |
| d. Bridge Detailing incl. General Plan                       | \$23,000             |                                |
| e. Pick Point Analysis & Lifting Loads                       | \$10,000             |                                |
| <b>Task 3 – Historic Bridge Specifications &amp; Bidding</b> |                      | <b>\$16,000</b>                |
| a. Construction Specifications                               | \$ 8,000             |                                |
| b. Quantity Calculations & Cost Estimate                     | \$ 5,000             |                                |
| c. Bid Solicitation & Review                                 | \$ 3,000             |                                |
| <b>Task 4 – Prefabricated Bridge Alternate</b>               |                      | <b>\$12,000</b>                |
| a. Design Specifications                                     | \$ 2,000             |                                |
| b. Quantity Calculation & Cost Estimate                      | \$ 3,000             |                                |
| c. General Plan & Layout                                     | \$ 7,000             |                                |
| <b>Task 5 – Substructure Design &amp; Detailing</b>          |                      | <b>\$16,000</b>                |
| a. Foundation Design   | \$ 5,000             |                                |
| b. Reinforcing Design  | \$ 4,000             |                                |
| c. Substructure Detailing                                    | \$ 5,000             |                                |
| d. Quantity Calculations & Bill of Materials                 | \$ 2,000             |                                |
|  |                      | <b><u>TOTAL: \$136,000</u></b> |

Tasks 2 & 3 are optional and at the discretion of the owner. Once Task 1 is complete, the owner can weigh the costs and benefits of relocating the truss and decide whether or not they want to continue with the historic bridge option.

Task 4 is also optional if the historic bridge is decided to be used. However, with fluctuating market prices, KB has found it prudent to pursue both the historic bridge option and the prefabricated bridge alternate in the bid for many recent projects. This helps insulate the owner from risk if one option is prohibitively more expensive during bidding than the other. With the use of Next Level Trails funding, the contract book can be structured to accommodate this option.

Kurdziel Barker Engineering shall receive as payment for all work identified a total fee, not to exceed, \$136,000 unless a modification to this agreement is approved in writing. This work will be billed as a lump sum contract on a percent to complete basis. Any tasks eliminated from the project or not performed, will not be billed to the client.

KB Engineering looks forward to working with you. Please review this proposal and feel free to call (651.271.2568) or email me ([dkurdziel@kbengr.com](mailto:dkurdziel@kbengr.com)) with any questions you may have.

Sincerely,



Daniel Kurdziel, PE  
Principal, Structural Engineer  
Kurdziel Barker Engineering, Inc.

**EXHIBIT B**

In consideration for the scope of services stated in Exhibit A, THE CONSULTANT requests to be compensated on a Lump Sum basis as follows:

| <b>LUMP SUM ITEMS</b>                      | <b>COST</b>      |
|--|------------------|
| Topographic Survey                         | \$117,500        |
| Trail Design                               | \$351,600        |
| - Project Administration                   | \$42,400         |
| - Trail Design                             | \$256,100        |
| - Drainage                                 | \$26,500         |
| - Signal                                   | \$20,300         |
| - Bidding                                  | \$6,300          |
| Bridge Design                              | \$136,000        |
| - Historic Bridge Feasibility Report       | \$14,000         |
| - Historic Bridge Design & Relocation      | \$78,000         |
| - Historic Bridge Specifications & Bidding | \$16,000         |
| - Prefabricated Bridge Alternative         | \$12,000         |
| - Substructure Design & Detailing          | \$16,000         |
| Permitting                                 | \$130,500        |
| - Constr. Stormwater General Permit        | \$10,400         |
| - 401 / 404 Permits                        | \$10,300         |
| - FEMA CLOMR                               | \$58,200         |
| - FEMA LOMR                                | \$40,700         |
| - IDNR CIF Permit                          | \$10,900         |
| Environmental Coordination                 | \$19,300         |
| Geotechnical Investigation                 | \$17,500         |
| Utility Coordination                       | \$25,400         |
| <b>SUB-TOTAL</b>                           | <b>\$797,800</b> |

The CONSULTANT shall be paid for Engineering services performed on a unit price basis per the schedule of values below:

| <b>R/W ENGINEERING - UNIT PRICE ITEMS</b> | <b>UNITS</b> | <b>UNIT COST</b> | <b>COST</b>     |
|---|--------------|------------------|-----------------|
| T&E Reports                               | 13           | \$800            | \$10,400        |
| R/W Engineering (Permanent)               | 13           | \$4,100          | \$53,300        |
| Additional Description                    | 13           | \$800            | \$10,400        |
| R/W Staking                               | 26           | \$800            | \$20,800        |
| <b>SUB-TOTAL</b>                          |              |                  | <b>\$94,900</b> |



| <b>R/W ACQUISITION - UNIT PRICE ITEMS</b> | <b>UNITS</b> | <b>UNIT COST</b> | <b>COST</b>      |
|---|--------------|------------------|------------------|
| R/W Management                            | 13           | \$1,500          | \$19,500         |
| APA's                                     | 13           | \$300            | \$3,900          |
| Appraisals                                | 13           | \$3,400          | \$44,200         |
| Review Appraisals                         | 13           | \$1,600          | \$20,800         |
| Contingency                               | 13           | \$2,000          | \$26,000         |
| Buying / Negotiation                      | 13           | \$2,500          | \$32,500         |
| Recording of R/W Documents                | 13           | \$400            | \$5,200          |
| <b>SUB-TOTAL</b>                          |              |                  | <b>\$152,100</b> |

The CONSULTANT shall be paid for Engineering services performed on an hourly not to exceed basis per the schedule of values below:

| <b>HOURLY FEES ITEM</b>     |                 |
|-----------------------------|-----------------|
| Construction Administration | \$10,000        |
| <b>SUB-TOTAL</b>            | <b>\$10,000</b> |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$1,054,800</b> |
|--------------|--------------------|

**EXHIBIT B-1**

CONSULTANT compensation shall be phased with Phase 1 covering design of the trail, utility impacts, property impacts, drainage, and bridge analysis are determined to a 30% design stage submittal to facilitate the Client to secure additional funding for the project. The Phase 1 - 30% Design includes the following tasks:

| <b>LUMP SUM ITEMS (Phase 1 – 30% Design)</b> | <b>COST</b>      |
|--|------------------|
| Topographic Survey                           | \$117,500        |
| Trail Design                                 | \$116,200        |
| - Project Administration                     | \$6,400          |
| - 30% Trail Design                           | \$83,300         |
| - Drainage                                   | \$26,500         |
| Bridge Design                                | \$14,000         |
| - Historic Bridge Feasibility Report         | \$14,000         |
| Utility Coordination                         | \$10,300         |
| <b>TOTAL (Phase 1 – 30% Design)</b>          | <b>\$258,000</b> |

Services provided by CONSULTANT beyond Phase 1 - 30% Design services will only be conducted under written Notice to Proceed by the Client.

Any services provided by CONSULTANT beyond those specified will be considered additional services and will only be conducted under written Notice to Proceed by the Client.

REQUESTING DEPARTMENT: Wastewater

**FUNCTION OR NEED OF REQUESTED PURCHASE:**

The current Plant PLC is failing due to age, This upgrade will start the process of having a trust orthy system again tha we can trust to give good results on what is going on in the plan.

**IMPORTANT:**

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

**FINANCIAL ANALYSIS:**

|                        |              |
|------------------------|--------------|
| COST PER ITEM          | \$ -         |
| # OF ITEMS REQUESTED   | 0            |
| TOTAL AMOUNT REQUESTED | \$ 48,188.00 |

PURPOSE OF REQUEST New

**REVENUE IMPACTS:**

IS THIS A REVENUE PRODUCING ITEM? NO

IF YES, AVERAGE EXPECTED ANNUAL CHANGE N/A

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

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

**OTHER CONSIDERATIONS:**

IS RENOVATION REQUIRED no  
IS ADDITIONAL SPACE NEEDED no  
EXPECTED LIFE                      YEARS

Replacement of OLD

*Carrie E. Lofton*  
*Mark R. [Signature]*  
COUNCIL NOTES:

**FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:**

|                  | AMOUNT       |
|------------------|--------------|
| HOST (709)       |              |
| RAINY DAY (510)  |              |
| EDIT (102)       |              |
| GENERAL ( )      |              |
| 6207-5-500-73110 | \$ 48,188.00 |

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST: Yes / No

REQUESTED BY: Tony Kirkpatrick

DATE 5/8/2024

# Freelance Service

6151 Canterbury Ct. Pittsboro IN 46167-9679

[hbeckley@freelanceservice.us](mailto:hbeckley@freelanceservice.us)

317-727-2669

# Invoice # FS04182402

First Invoice Date: 05/02/2024

Customer PO:

Verbal Tony K.

Total Due:

\$ 27,587.00

## BILL TO:

Tony Kirkpatrick

Town of Danville WWTP

49 N Wayne St, Danville IN 46122

317-626-9019

[tkirkpatrick@danvilleindiana.org](mailto:tkirkpatrick@danvilleindiana.org)

## SHIP TO:

Tony Kirkpatrick

Town of Danville WWTP

49 N Wayne St, Danville IN 46122

## Project:

Replace WWTP control room PLC with ControlLogix PLC system

| DESCRIPTION  | QTY | UNIT PRICE  | TOTAL       |
|--|-----|-------------|-------------|
| WWTP Control Room PLC replacement  | 1   | \$27,587.00 | \$27,587.00 |
| Project consists of demolishing existing control room PLC and replacement with new Allen Bradley CompactLogix processor and IO cards. The project scope includes PLC hardware installation, wiring, programming and startup. Also included is required programming for each remote PLC and SCADA PC insuring proper communication with all remote PLCs over new plant PLC network. |     |             |             |

Thank you for your business!

Quote Total: \$ 27,587.00

## Terms & Conditions

Purchase Order required before project work may begin.

Customer's issuance of Purchase Order serves as agreement to Freelance Service Terms & Conditions.

Scheduling established after receipt of Purchase Order.

All quoted parts subject to availability. Substitutions may be necessary affecting schedule and final project amount.

Orders cancelled after PO issued are subject to charges based on amount of work performed.

Control panels are NON-Refundable

All shipping and handling charges are extra and added to final invoice.

Full manufacturers warranty on parts, 90 days labor

Payment due on receipt.

Invoice # FS04182402

# Freelance Service

6151 Canterbury Ct. Pittsboro IN 46167-9679

[hbeckley@freelanceservice.us](mailto:hbeckley@freelanceservice.us)

317-727-2669

# Invoice # FS04182401

First Invoice Date: 05/02/2024

Customer PO:

Verbal Tony K.

Total Due:

\$ 20,601.00

Invoice # FS04182401

### BILL TO:

Tony Kirkpatrick

Town of Danville WWTP

49 N Wayne St, Danville IN 46122

317-626-9019

[tkirkpatrick@danvilleindiana.org](mailto:tkirkpatrick@danvilleindiana.org)

### SHIP TO:

Tony Kirkpatrick

Town of Danville WWTP

49 N Wayne St, Danville IN 46122

### Project:

Replace WWTP radio system with new 900Mhz radio PLC Network

| DESCRIPTION   | QTY | UNIT PRICE  | TOTAL       |
|---|-----|-------------|-------------|
| WWTP Radio System Replacement   | 1   | \$20,601.00 | \$20,601.00 |
| Project consists of demolishing existing radio system and replacement with new 900Mhz radio plant PLC network. The project scope includes new radio & antenna installation at remaining remote PLC panels (6 total), installation of new antenna at plant office radio, re-locate control room antenna, radio network programming and troubleshooting. Also included is reprogramming old hardware and software allowing existing hardware to communicate over new PLC network to SCADA PC and between remote PLCs. |     |             |             |

Thank you for your business!

Quote Total: \$ 20,601.00

### Terms & Conditions

Purchase Order required before project work may begin.

Customer's issuance of Purchase Order serves as agreement to Freelance Service Terms & Conditions.

Scheduling established after receipt of Purchase Order.

All quoted parts subject to availability. Substitutions may be necessary affecting schedule and final project amount.

Orders cancelled after PO issued are subject to charges based on amount of work performed.

Control panels are NON-Refundable

All shipping and handling charges are extra and added to final invoice.

Full manufacturers warranty on parts, 90 days labor.

Payment due on receipt.

# Capital Asset Notification Form

Department: \_\_\_\_\_

This Notification is for:    Addition    Update    Transfer    Disposal

Acquisition is by: (Attach Copy)    Purchase    Donation    Lease    Transfer

Date of Transaction: \_\_\_\_\_

Account No: \_\_\_\_\_    PO No: \_\_\_\_\_

Estimated Life Expectancy: \_\_\_\_\_    Mileage or Hours: \_\_\_\_\_

CIP Number: \_\_\_\_\_    Location: \_\_\_\_\_

Serial or VIN Number: \_\_\_\_\_

Total/Partial Value of Asset: \_\_\_\_\_

Please attach or forward copy of check(s) to document costs. If assets were Donated, attach documentation of fair market value of asset, how to determined, and date board approved.

Description of Asset: \_\_\_\_\_

(Building description must include square footage, building materials, roof Type and if equipped with sprinkler systems or boiler)

Brand Make: \_\_\_\_\_    Model No: \_\_\_\_\_

Year: \_\_\_\_\_    License No: \_\_\_\_\_

Gross Vehicle Weight (trucks only): \_\_\_\_\_    Type of Fuel: \_\_\_\_\_

Disposal of Capital Asset: \_\_\_\_\_

Method of Disposition:    Sale    Trade-in    Scrapped    End-of-Lease    Stolen/Wreck

Transferred To: \_\_\_\_\_

Amount of Cash Received or Trade-in Value (if applicable) \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

If Transferred- Receiving Persons Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk-Treasurer's Use Only    Received \_\_\_\_\_

Enter Capital Asset \_\_\_\_\_

Insured \_\_\_\_\_

Clerk Treasurer's Initial \_\_\_\_\_



**CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE**  
**PROTECTED COMMUNICATION**

April 26, 2024

**VIA EMAIL & U.S. MAIL**

Mark Morgan  
Town of Danville  
49 North Wayne Street  
Danville, IN 46122

**Re: ACTION REQUIRED – Opioid PBM Update**

Dear Mark Morgan:

Over the course of the last eight years, your opioid consortium has now recovered approximately \$60 billion from pharmaceutical manufacturers, distributors, and pharmacies. These funds will go a long way to helping abate the opioid crisis, but our work is not done.

As part of our continued efforts to help remedy the effects of the opioid crisis in your community, our consortium has been investigating the role that pharmacy benefit managers (PBMs) played in contributing to the crisis. PBMs are companies who administer prescription drug plans for health insurers, self-insured employers, and governments; negotiate drug prices and availability with drug manufacturers; process and pay claims; review drug utilization data and operate mail-order pharmacies.

Judge Polster recently opened a new bellwether track of cases against Express Scripts and OptumRx, two of the three PBMs with the largest market share in the United States<sup>549</sup>. We are in the process of drafting a motion that would give all plaintiffs in the MDL the right to amend their claims by opting-in to a master pleading which follows the existing bellwether complaints (available here) and sets forth the legal and factual basis for claims against the PBMs. In connection with this effort, we are recommending that, subject to our obtaining Court approval, you agree to amend your current complaint to add claims against Express Scripts and OptumRx and their relevant subsidiaries (the PBM Defendants) concerning their role in fueling the opioid crisis<sup>550</sup>.

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<sup>549</sup> The other of the three largest PBMs in the country, CVS Caremark/Caremark Rx, is a subsidiary of CVS Health. Caremark was included in the recent national CVS settlement.

<sup>550</sup> The relevant Express Scripts entities are: Express Scripts, Inc.; Express Scripts Administrators, LLC; Medco Health Solutions, Inc.; ESI Mail Order Processing, Inc.; ESI Mail Pharmacy Service, Inc.; Express Scripts Pharmacy, Inc.; Evernorth Health, Inc. (formerly Express Scripts Holding Company); and Express Scripts Specialty Distribution Services, Inc. The relevant OptumRx entities are: UnitedHealth Group, Inc., Optum, Inc., OptumInsight, Inc., OptumInsight Life Sciences, Inc., OptumRx, Inc., OptumRx Discount Card Services, LLC; Optum Perks, LLC; OptumHealth Care Solutions, LLC; OptumHealth Holdings, LLC; and Optum Health Networks, Inc.



# NATIONAL OPIOID LITIGATION

To understand the PBM Defendants' ability to impact the opioid crisis, one need look no further than the statements of their own employees who, in internal emails, stated as follows:

*"No component of our healthcare system is in a better position to deliver more immediate and more impactful changes to the current course of this crisis than our nation's PBMs. . . . PBM's are in a very powerful position to deploy systems-based claims edits that can ensure that physician prescribing and pharmacy dispensing is in line with the most-up-date scientific evidence and national consensus guidelines . . . PBMs also bring enormous clinical and analytic horsepower to the table to be able to more effectively screen for aberrant prescribing and dispensing of opioids by our nation's physicians and pharmacies; to risk stratify patients based upon potentially for dependency, addiction and overdose; and the ability to deploy numerous interventions targeted at both the provider and the patient themselves to clinically intervene in a more timely and effective manner to decrease such risks. As an intermediary between the physician, pharmacist, patient, pharmaceutical manufacturer, health systems, and other components of the industry, the PBM is also in an ideal position to drive improvements in education and awareness of the dangers of opioid therapy and the various tools available for all constituents to contribute to positive change in the course of this epidemic."*

Despite all these resources and a raging epidemic, one can only wonder why the PBM Defendants failed to act. Again, to answer this question, we need look no further than their own documents. For example, in 2017, when clients and government agencies were "demanding" change to limit the flow of pills, Express Scripts concluded that if they "were to implement either the 7 day or 10 day limit on short acting opioids which are most profitable for us we are looking to lose \$10-\$20 Million in margin." In other words, Express Scripts knew that if they put tools in place to restrict short acting opioid prescription fills to seven or ten days, it would cost them \$10 to \$20 million per year.

The PBM Defendants' role in creating and sustaining the opioid epidemic has been largely hidden from public scrutiny. However, evidence recently developed in the MDL, including the documents described above, reveals that the PBM Defendants, hired by third party payors, insurers, and health plans to design formularies and administer prescription drug programs and colluded with the Opioid Manufacturers to make opioids more available. The PBM Defendants had a broad scope of knowledge concerning the opioid crisis by virtue of their access to opioid utilization data for the individuals covered by the insurance plans they administer, their contracts with over 98% of the retail pharmacies in the country, and the detailed dispensing data they collect with respect to the opioid prescriptions filled at every pharmacy in their networks.

Instead of using this data, however, to identify concerning red-flag opioid prescriptions and implement restrictions that would have curtailed the flow of pills, the PBM Defendants knowingly ignored this information and, to increase their profits, they permitted their pharmacy networks to dispense billions of opioid pills into communities across the country. These actions by the PBM Defendants allowed the market to be flooded with prescription opioids and facilitated the opioid epidemic. Based on their conduct, the PBM Defendants would be sued in their



The logo for National Opioid Litigation features two vertical yellow bars of varying heights on the left, followed by the text "NATIONAL OPIOID LITIGATION" in a bold, blue, sans-serif font.

# NATIONAL OPIOID LITIGATION

capacities as: (1) PBMs; (2) data, analytics, research, and marketing providers; and (3) mail-order pharmacies.

If the Court permits it, amending your complaint will ensure that you have the opportunity to participate in any recovery if there is a favorable resolution of claims against the PBMs. Public entities that amend their complaints potentially could recover from the PBMs, while cities and counties who do not amend may be unable to participate in any recovery.

**Please respond by Friday, May 17, 2024 confirming that you agree to the amendment of your complaint to add the PBM Defendants, including related subsidiaries. Alternatively, if you have any questions about the case against the PBMs or the proposed amendment process, let us know.**

Send all responses and inquires on this topic to Aaron Harrah at Hill, Peterson, Carper, Bee & Deitzler, PLLC at [amendmycomplaint@hpcbd.com](mailto:amendmycomplaint@hpcbd.com).

For your convenience and to assist us with tracking responses, if your subdivision agrees to amend its complaint to add the PBM Defendants, in the subject line of your responsive email, please use the following format: [State abbreviation]\_[Subdivision name]\_[Subdivision type (County, Tribe, Parish, City, Town)]\_[Agree].

As an example, if Greenbrier County, West Virginia, agrees to amend its complaint to add the PBM Defendants the subject line of its responsive email would be: WV\_Greenbrier\_County\_Agree.

A Tribe's response would be: MT\_Blackfeet\_Tribe\_Agree.

A Parish's response would be: LA\_St. John's\_Parish\_Agree.

The same format would apply similarly to Cities and Towns.

We look forward to hearing from you. Thank you for the continued opportunity to serve your community.

Thank you,

**Aaron Harrah**

[amendmycomplaint@hpcbd.com](mailto:amendmycomplaint@hpcbd.com)

Hill, Peterson, Carper, Bee & Deitzler, PLLC | Attorney

800.822.5667

304.414.4198 Direct Dial

[www.hpcbd.com](http://www.hpcbd.com)

**Mark Pifko**

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310.467.7799 mobile

818.839.2325 direct

818.839.2333 main

[www.baronandbudd.com](http://www.baronandbudd.com)

## **IMPORTANT INFORMATION REGARDING EMAIL COMMUNICATIONS**

Our Consortium regularly sends communications to our clients via email. However, we have noticed that our emails have a very low open rate, meaning that you are potentially not receiving the most up-to-date information in the case, often due to email security settings or SPAM filters.

The attached letter was also sent via email from [OpioidLitigation@LevinLaw.com](mailto:OpioidLitigation@LevinLaw.com), with a subject line of: *ACTION REQUIRED - Opioid PBM Update - PROTECTED - CONFIDENTIAL - ATTORNEY CLIENT PRIVILEGED*. We ask that you take a moment to ensure you received that email.

To ensure prompt delivery of our emails, we ask that you work with your IT staff to “whitelist” or add [OpioidLitigation@LevinLaw.com](mailto:OpioidLitigation@LevinLaw.com) to your safe senders list.

We also strongly recommend whitelisting or adding the following domain names to your safe senders list:

**LevinLaw.com**

**BaronBudd.com**

**FarrellFuller.com**

**McHughFuller.com**

**GreeneKetchum.com**

**HPCBD.com**

**PowellMajestro.com**

Whitelisting varies by email client, internet security provider, and service provider. Please ask your IT staff to assist you in this process.

Please keep us informed of any changes to contact information, so that our communications get to the right people.

**PUBLIC PRIVATE AGREEMENT**  
**(Phase 1 – Eastside Interceptor Sewer Capital Improvements Project BOT)**

This Public Private Agreement (Eastside Interceptor Sewer Capital Improvements Project BOT) (the "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Bowen Engineering Corporation, (the "Developer"), and the Town of Danville, Indiana (the "Town").

Recitals

WHEREAS, the Town has adopted the necessary resolution to enable the Town to procure projects via Indiana Code § 5 – 23 *et seq.* (the "Act").

WHEREAS, the Act grants the Town the authority to enter into agreements with private entities for the planning, design, development, reconstruction, or repair of any public facility;

WHEREAS, pursuant to the Act, the Town issued a Request for Proposals and Qualifications to Design, Build, Operate, and Transfer the Phase 1 – Eastside Interceptor Sewer Capital Improvements Project Through a Public Private Agreement on January 1st 2024 (the "RFPQ").

WHEREAS, on January 18, 2024, the Town received responses to the RFPQ;

WHEREAS, after conducting a thorough analysis of all responses to the RFPQ, the Town's evaluation committee (the "Committee") determined that the Developer's proposal met the selection criteria set forth in the RFPQ and recommended to the Town Council that a public private agreement be awarded to Developer;

WHEREAS, as required by the Act, after receiving the recommendation of the Committee and after publishing notice on February 29, 2024, the Town Council held a public hearing on March 6, 2024, at which it accepted the recommendation of the Committee and determined that the Developer should be designated as the preferred offeror for the final negotiation and execution of this Agreement;

WHEREAS, this Agreement, along with any Ancillary Agreements (as hereinafter defined), collectively constitute a public-private agreement as contemplated under the Act, and is hereby entered into in accordance with the Act and the provisions of the RFPQ;

WHEREAS, the Town and the Developer desire to enter into this Agreement to formalize the terms and conditions upon which the Project shall be delivered.

Agreement

**1. Defined Terms.**

**Ancillary Agreements** shall mean the agreements necessary to complete the Project, which may include but shall not be limited to, Development Easements, Disbursement Agreements, and if applicable, Financing Documents.

**Assessments** shall mean all general and special governmental and utility assessments levied on, against, or with respect to the Project Site.

**Available Funds** shall mean the Town funds to be used for the design, development, and construction of the Project, which shall be any duly appropriated and legally available funds identified by the Town in its sole discretion, and which may include, without limitation, local funds, bond proceeds, and/or state or federal grant funds.

**BIM** shall mean Building Information Modeling.

**Bonds** shall mean surety bonds provided on behalf of Developer for the construction of the Project, specifically: (a) a performance bond in the amount of 50% of the portion of the respective Project Budget for the design and construction of the respective Project; and (b) payment bond for 100% of the respective Project Budget; including any contingency, consulting, construction management, and/or developer fees. The Bonds shall be effective within 30 days of the respective Notice to Proceed.

**Books and Records** shall mean all of the books and records pertaining to: (a) the acquisition of materials to construct, and the construction of, the Project in accordance with this Agreement and the respective Construction Contract; and (b) the operating of the completed Project during the Operating Period.

**Change Order** shall mean a change order executed by Developer and Town finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved; provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Developer.

**Change Order Request** shall mean a written request for a change to Final Plans.

**Claims** shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees).

**Closing** shall mean the date on which the Developer: (a) executes the Ancillary Documents; and (b) the Available Funds are available for disbursement pursuant to this Agreement and the Disbursement Agreement and/or the Trust Indenture, as the case may be. At the Closing, the Developer and Town execute the Closing Documents.

**Closing Date** shall mean the date of the Closing.

**Closing Documents** shall mean the documents described in Section 7.

**Commissioning** shall mean the process by the Town and its Commissioning Agent shall have the opportunity to inspect, test, and operate the Project and its systems.

**Commissioning Agent** shall mean the company or person selected by Town, which may include Town personnel, to assist it in performing the Commissioning.

**Construction Commencement** shall mean the date construction commences on the Project.

**Construction Commencement Notice** shall mean the written notice of the respective Construction Commencement provided by Developer to Town.

**Construction Contract** shall mean the contract executed by and between Developer (or Developer's assignee under Section 20 of this Agreement) and General Contractor for construction of the Project in accordance with the respective Final Plans, the approved Project Budget, and the terms and conditions of this Agreement.

**Construction Drawings** shall mean construction drawings completed for the Project, which shall be consistent with the Design Development Documents and the Laws.

**Construction Manager** shall mean an employee of the Developer, its affiliate, or the respective General Contractor that shall fulfill the requirements of Section 5(b).

**Construction Schedule** shall mean a reasonably detailed schedule for construction of the Project, which shall cause such Project to be completed no later than the dates listed in the respective GMP Report and Construction Schedule.

**Construction Trade** shall mean any trade or other discrete aspect of construction of the Project.

**Cure Period** shall mean a period of 30 days after a party failing to perform or observe any term or condition of this Agreement to be performed or observed by it receives notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite the exercise of reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (a) commences to remedy the failure within the 30-day period; and (b) diligently pursues such remedy to completion.

**Design Development Documents** shall mean reasonably detailed design development drawings that are consistent with the Schematic Design Drawings and the Laws.

**Development Easement** shall mean the access and construction easement on the Project Site granted by Town in favor of Developer for the purpose of constructing the Project.

**Development Work** shall mean the work to be performed by Developer in accordance with the terms of this Agreement as detailed in Final Documents and Drawings and GMP Report both of which are attached hereto as Exhibit F.

**Disbursing Agent** shall mean the Town, unless Developer and Town expressly agree to identify another disbursing agent.

**Disbursement Agreement** shall mean, if required by the source of the Available Funds, an agreement executed by and between Town and Developer that shall outline the process for approval and payment of Disbursement Requests.

**Disbursement Request** shall mean a written request by Developer for a disbursement of Available Funds, which request shall: (a) specify the total amount of Available Funds being requested; (b) include invoices to be paid (or amounts to be reimbursed to Developer) with the disbursed funds; and (c) include such supporting documentation as would be required for Developer to obtain a disbursement of construction loan proceeds (other than any supporting documentation: (i) specific to investment of Developer equity; or (ii) related to updating any policy of title insurance).

**Documentation Costs** shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated by this Agreement to be executed in connection with the Project.

**Encumbrances** shall mean any Liens, leases, mortgages, security interests, charges, judgments, judicial awards, attachment or encumbrance of any kind with respect to the Project.

**Engineer of Record** shall mean a firm which employs persons licensed to practice engineering in Indiana who have or will have prepared, signed, and sealed the Final Plans for a Project. The Engineer of Record for the Project is Banning Engineering, Inc.

**Event of Default** shall have the meaning set forth in Subsection 18(a).

**E-Verify Program** shall mean: (a) the program currently operated by the U.S. Department of Homeland Security that electronically confirms an individual's eligibility to work in the United States, authority for which is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, 110 Stat. 3009 (USC §1324a), as amended; or (b) any successor work authorization program designated by the U.S. Department of Homeland Security or such other federal agency as may be authorized to verify the work authorization status of newly-hired employees. The E-Verify Program is the "E-Verify Program" defined in Indiana Code § 22-5-1.7-3.

**Final Documents and Drawings** shall mean the specifications dated \_\_\_\_\_, Construction Drawings dated \_\_\_\_\_, the final Construction Schedule, and the GMP Report.

**Final Observation** shall mean an observation of the Project by Town after substantial completion thereof.

**Final Plans** shall mean the aggregated Final Documents and Drawings.

**Final Project Budget** shall mean the \$\_\_\_\_\_,000 final Project Budget agreed to by Developer and Town for the Project, as identified and outlined in the GMP Report.

**Force Majeure** shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; and (iii) utility or energy shortages or acts or omissions of public utility provider.

**GMP Report** shall mean a report including the: (a) inclusions, exclusions, and qualifications not otherwise addressed in this Agreement; (b) Project Budget and Construction Schedule; (c) allowances and contingencies; and (d) list of plans and specifications; related to the Project, which has been accepted by the Town and which report is incorporated herein by reference and attached as Exhibit F.

**In Balance** shall mean that the total of Available Funds, as presented by Developer to Town at Town's request, shall equal or exceed (without duplication) the aggregate of: (a) the amount required to be paid as retainage to persons who have supplied labor, services, or materials to the Project, including without limitation, the General Contractor, engineers and/or design professionals, and all subcontractors; (b) the amount required for any additional contingencies; and (c) the amount necessary to pay for all unpaid Project Costs incurred or to be incurred in the completion of the construction of the Project.

**Incurred Costs** shall mean the costs and expenses incurred by Developer in connection with complying with the terms and conditions hereof, including but not limited to: (a) the cost to develop and prepare the Final Plans for that respective Project; and (b) costs and expenses related to preparation and improvement of the Project Site prior to execution of this Agreement.

**Key Personnel** shall mean the key members, including but not limited to the Project's executive, manager, and site superintendent, for the Project.

**Latent Defect** shall mean those material defects in the construction of the Project that: (a) are not discovered; and (b) reasonably are not discoverable; by Town during a Permitted Observation or the Final Observation.

**Laws** shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

**Lien** shall mean any and every lien against the Project or against any monies due or to become due from the Town to Developer under this Agreement, for or on account of the Development Work, including but not limited to: (a) mechanics' liens; (b) materialmen's liens; (c) laborers' liens; (d) architect's liens; (e) engineer's liens; (f) land surveyor's liens; and/or (g) lenders' liens.

**Material Defect** shall mean any item or component of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Plans; or (c) has not been constructed materially in accordance with the terms and conditions of this Agreement.

**Non-Compliance Notice** shall mean a written notice from Town that identifies Material Defects with respect to the Project discovered by Town during a Permitted Observation or the Final Observation.

**Nonconforming Work** means Development Work which is not conforming to the terms of this Agreement or the Final Plans and for which Town gives notice to Developer and an opportunity to cure in accordance

with Section 12(b)(v) hereof. Damage or defect to the Development Work caused after the Transfer by abuse, alterations to the Project not performed by Developer or its subcontractors and/or vendors, improper or insufficient maintenance, improper operation, or normal wear and tear or normal usage that directly and materially contributes to such nonconformity shall not constitute Nonconforming Work.

**Notice to Proceed** shall mean the written notice, which form of notice may include electronic mail, from the Town to the Developer in accordance with Section 10(f).

**Observation** shall mean a Permitted Observation or the Final Observation, as applicable.

**Operating Period** shall mean the period: (a) commencing on the Substantial Completion Date; and (b) ending on the earlier of the date: (i) that is 10 days after the Substantial Completion Date; or (b) that is specified in a written notice delivered by Town to Developer; unless the Town and Developer agree to a longer operating period by executing a separate operating agreement.

**Owner's Representative** shall mean a person or persons designated by Town in writing to observe performance of the Development Work for the Project. If so designated, the Owner's Representative shall have the authority to act for and on behalf of Town on all decisions required by Town under this Contract. In the event the Town does not designate an Owner's Representative, the Board of Town Council shall act for and on behalf of Town under this Contract and shall be the intendand hereunder.

**Permitted Change** shall mean any change proposed by Developer or Town to the Final Plans of the Project, so long as such change: (a) is not inconsistent with the specifications or Final Plans approved by Town for the Project; (b) does not result in the Final Plans containing structurally flawed elements; (c) is in conformity with the Laws; (d) does not reduce the quality or the finish level of the Project; and (e) does not make it unlikely, impracticable, or impossible for Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule for the Project.

**Permitted Encumbrances** shall mean, from time to time, any one or more of the following: (a) utility charges, taxes, rates, and assessments not yet delinquent or otherwise appealed; (b) any encumbrance arising out any judgment rendered which is being contested diligently and in good faith by Developer; (c) any encumbrance arising in the ordinary course of business imposed by law dealing with Liens, the validity of which is being contested diligently and in good faith by Developer and against which Developer has established appropriate reserves; (d) licenses, easements, encumbrances, restricts, or other rights-of-way which shall not in the aggregate materially and adversely impair the construction of the Project; (e) applicable zoning and building bylaws and ordinances, municipal bylaws and regulations, and restrictive covenants, which do not materially interfere with the construction of the Project; (f) encumbrances created on or before the Effective Date; (g) encumbrances created by a change in law on or after the Effective Date; and (h) any encumbrance created by an act or omission of any governmental entity or with respect to which the Town has given its consent.

**Permitted Observation** shall mean an observation by Town of any item or component of the Project when reasonably deemed to be necessary or appropriate by Town.

**Plan Refinement Process** shall mean the process set forth in Section 10 for completion of the Final Plans and the Project Budget.

**Plan Schedule** shall mean the schedule in accordance with which Developer shall prepare and provide to Town the Construction Schedule and any other schedules related to the Project, which schedules shall be set forth in the GMP Report.

**Project** shall mean the Phase 1 – Eastside Interceptor Sewer Capital Improvements Project, and shall include construction, repair, and/or transfer of utility, infrastructure, and related site work and sewer upgrades on the Project Site, along with all related appurtenances and improvements, as further described in the Reference Information Documents.

**Project Approvals** shall mean the approvals required by Town, its agencies, or its departments related to construction of the Project, including but not limited to plan commission approvals.

**Project Budget** shall mean the budget for the Project Costs, as further described in the GMP Report. The Project Budget for the Project is as set forth in Exhibit F.

**Project Costs** shall mean the fees, costs, and expenses to be incurred in connection with the Project, including but not limited to: (a) the Documentation Costs; (b) the costs incurred in connection with determining that all of the conditions set forth in Section 8 have been satisfied and/or will be waived by Developer and/or Town; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (e) the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement; (f) contingencies in the amount approved within the Project Budget; (g) the developer fee in the amount approved within the Project Budget; (h) a construction management fee in the amount approved within the Project Budget; and (i) any other obligations set forth in the Reference Information Documents, provided that in no event shall the Project Costs exceed the Project Budget approved by the Town in the GMP Report unless approved and authorized by the Town pursuant to Section 10(f) hereof.

**Project Funding** shall mean, for the Project, the Available Funds approved for use to pay the Project Costs of that particular Project.

**Project Site** shall mean only that portion the real estate on which the Project is to be constructed, as further identified on Exhibit A.

**Real Estate Taxes** shall mean all real estate taxes that may be attached to a property tax bill in the same manner as real estate taxes, levied on, against, or with respect to the Project Site and/or the Project.

**Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

**RFPQ** shall mean that certain Request for Proposals and Qualifications issued by the Town on January 1st, 2024.

**Sales Tax Exemption Form** shall mean Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which Town shall represent that the acquisition of the materials to construct the Project is exempt from Indiana sales and use tax.

**Substantial Completion Date** shall mean the date on which: (a) Developer delivers to Town a copy of the certificate of substantial completion of the Engineer of Record which indicates that the Project has been completed substantially in accordance with the Final Plans, subject to "punch-list" items to be identified in connection with the Final Observation, which "punch-list" items do not materially affect the use of the Project for its intended use.

**Town** shall mean the Town of Danville, Indiana, and, unless otherwise expressly stated, any promise by or obligation of the Town hereunder shall be carried out by and through the Town Council of the Town of Danville, Indiana, or its designated representatives.

**Town Approvals** shall mean the approvals required by the Town of Danville, Indiana, its agencies, or its departments related to the design and construction of the Project, including but not limited to zoning approvals.

**Town Funds** shall mean legally available, duly appropriated funds of the Town for payment of Project Costs for a Project in accordance herewith.



**Transfer** shall mean the conveyance of the Project and all Project Documents by Developer to Town in a form acceptable to Town that transfers all Developer's rights in that Project to Town or its designee free of all Liens and/or Encumbrances at: (a) the expiration of the Operating Period; or (b) upon termination of this Agreement in accordance with the terms and conditions of Section 22.

**Trust Indenture** shall mean a trust indenture executed by and between the Town or its designee and the Trustee relative to the issuance of municipal bonds, if municipal bonds are the source of Available Funds for the Project.

**Trustee** shall mean the "Trustee" under the respective Trust Indenture.

**Unauthorized Alien** shall have the meaning set forth in 8 U.S.C § 1324a(h)(3).

**Utility Services** shall mean gas, electricity, telephone, water, storm and sanitary sewer, fiber and/or internet access, and other utility services.

## 2. General Obligations.

(a) **Developer.** Subject to the terms and conditions of this Agreement, Developer shall: (A) enter into the Ancillary Documents; (B) perform the Development Work; (C) provide pre-construction services of design-assist, estimating services and constructability review in an amount not to exceed \$25,000 (which services and amount will not be reimbursed if a respective project is not commenced) (E) construct the Project on the Project Site; (F) operate the Project until the expiration of the Operating Period; and (G) upon the expiration of the Operating Period, execute the Transfer.

(b) **Town.** Subject to the terms and conditions of this Agreement, Town shall: (A) enter into the Ancillary Agreements; (B) design the Project; (C) take such action as necessary or reasonably appropriate to provide for the Town Approvals; (D) upon Closing, obtain and make available the Project Funding, if applicable; and (E) upon the end of the Operating Period, execute the Transfer.

(c) **Cost of Performance.** All obligations undertaken by each party shall be performed at the cost of the party undertaking the obligation or responsibility, unless the other party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other party, or through a Change Order.

(d) **Utility Availability.** Town, at its cost and expense, shall ensure that there are Utility Services in adjoining public rights-of-way or properly granted and recorded utility easements that serve the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, that Town, at its cost and expense, shall make any improvements outside the Project Site that are necessary for Town to satisfy the foregoing obligation with respect to Utility Services, unless otherwise negotiated by the parties in the Project Development Proposal. Developer shall notify Town of any deficiency in the Utility Services serving any Project Site prior to providing the Final Project Budget.

(e) **Required Permit and Project Approvals Fees.** Town shall, where possible to reduce the potential fee assessed, complete an application as the "Owner" of the Project for the Required Permits, the Town Approvals, and/or Project Approvals.

(f) **Project In Balance.** Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that the Project at all times shall be In Balance relative to the

Final Budget and Available Funds. Developer and Town agree that Developer will be responsible for paying all costs for completing the Development Work which exceed the Project Budget, as such Project Budget may be adjusted in accordance with the Contract Documents.

3. **Term.** This Agreement shall be effective as of the Effective Date and shall continue until the earlier to occur of: (a) termination of this Agreement by either party pursuant to its terms and conditions; or (b) the Transfer of the last Project.

4. **[Intentionally Omitted.]**

5. **Development Work.**

(a) **Staffing Requirements.** All persons engaged by Developer for Development Work shall have requisite skills for the tasks assigned. Developer shall employ or engage and compensate professionals and other consultants to perform all services required for the Development Work. All firms and personnel performing Development Work, including all professionals and consultants, the General Contractor, subcontractor firms, and other personnel, shall meet the licensing and certification requirements imposed by applicable Laws.

(b) **Construction Manager.** Developer shall designate a Construction Manager, who shall be present on the Project Site when the Developer is performing the Development Work as necessary to ensure the complete and accurate development of the Project. The Construction Manager shall, among other things, attend all meetings with the Town relative to the development of the Project.

(c) **Compliance with Laws.**

(i) **Compliance Obligations.** Developer shall perform the Development Work in compliance with all applicable Laws and shall cause each General Contractor and its subcontractors to comply with the Laws.

(ii) **Governmental Approvals.** Town shall make all filings, applications, and reports necessary to be made to obtain and maintain all governmental approvals required for the performance of the Development Work (except for those governmental approvals that are the responsibility of the Developer as specified herein) and shall comply with the terms of such governmental approvals.

(iii) **Registration, Licensing, and Certification Requirements.** Developer shall ensure that all persons performing the Development Work, including each General Contractor and all subcontractors, comply with all registration, licensing, and certification requirements imposed by the Laws.

(d) **Right of Entry.** On or after the issuance of the Project Request Notice for the Project, and pursuant to the terms of the respective Development Easement, Developer and its authorized subcontractors shall have the right and a non-exclusive license to enter on the respective Project Site, and other lands as may be specified in writing by the Town and that are owned by or in possession and control of the Town or subject to a right of entry or access in favor of the Town, for the purpose of carrying out Developer's obligations under this Agreement. The Development Easement may be subject to interim limits on activities as directed by the Town. Absent agreement by the parties to a later date, the Development Easement for the Project shall automatically terminate upon the earlier to occur of: (i) the respective Substantial Completion Date; or (ii) at the end of the Term.

(e) **Developer Control of Development Work; No Town Responsibility.** Developer shall have total control of the Development Work and shall effectively direct and supervise the Developer Work so that it is undertaken in compliance with the terms of this Agreement. Developer shall have the sole and exclusive responsibility and liability for the design, construction, and performance of the

Project during the Term. Nothing in this Agreement shall be interpreted as giving any responsibility for the Development Work to the Town or its advisors. The Town may, at its cost, retain an Owner's Representative or advisors prior to and during the period of the Development Work to consult with and advise the Town, but the Town's advisors shall have no authority to render decisions for or otherwise bind the Town. Town may, via written notice to Developer, delegate its decision-making authority to its Owner's Representative for a respective Project or a series of Projects. Town may share with its advisors all information which the Town receives and/or develops with respect to the Project and the Town's advisors may, at the request or direction of the Town, attend all meetings related to the development, design, and construction of the Project to which the Town has the right to be present. Town's advisors shall be retained solely for the benefit of the Town and the Town's advisors do not owe any duty or responsibility to the Developer. The Town's decision to retain advisors shall in no manner change, affect, limit, or otherwise diminish the duties and responsibilities of the Developer as established in this Agreement.

(f) **Materials, Labor, and Services.** Developer shall furnish all necessary, labor, materials equipment, supplies, tools, scaffolding, transportation, utilities, insurance, temporary facilities and utilities, completed structures, assemblies, fabrications, acquisitions installations, testing, and things and services reasonably inferable from and in accordance with the Final Documents and Drawings. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Development Work shall be new, of recent manufacture, and of good quality.

(g) **Standards of Workmanship and Materials.** Where this Agreement does not specify any explicitly quality or standard for construction material or workmanship, the Developer shall use only workmanship and new materials of a quality consistent with that of construction workmanship and those methods, means, techniques, standards, and practices, which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of public or institutional facilities serving purposes similar to the Project.

(h) **Quality Assurance and Quality Control.** The Developer shall have the full responsibility for quality assurance quality control of the Development Work.

(i) **Laydown Areas.** Laydown and staging areas for construction materials shall be as approved in the GMP Report. Developer shall bear all responsibility for arranging and, if necessary, paying for the laydown and staging area indicated in the GMP Report. If required, Developer shall also provide construction office space at its own cost and expense. If at any time during the Developer's work on the Project Site the Town should require that Developer's laydown and staging areas be relocated, Town shall bear all responsibility for arranging and, if necessary, paying for the new laydown and staging area and the relocation of materials thereto.

(j) **Security of the Project Site.** During performance of the Development Work, the Developer shall be responsible for the and security of the Project Site. The Developer shall keep the Project Site neat and orderly at all times, and shall clean up and remove all rubbish and construction debris from the Project Site as they accumulate.

(k) **Title and Risk of Loss.** Title to the structures, improvements, fixtures, machinery, equipment, and materials constituting the Project shall pass to the Town upon incorporation into the Project, free and clear of all Liens as provided in this Agreement. The Developer shall bear all risk of loss concerning the Development Work during the term of the Development Work, regardless of the extent to which the loss was insured or the availability of insurance proceeds.

(l) **Encumbrances.** The Developer shall not directly or indirectly, without the Town's consent, create or permit to be created or to remain, and shall promptly discharge or bond over any Encumbrance arising on the Project, the Project Site, or the Development Work, other than the Permitted Encumbrances, arising out of the Developer's construction of the Project. To the extent permitted by the Laws, the Developer waives any right or claim to any Lien or Encumbrance upon

the Project or the Project Site that may exist under the Laws or in equity for failure of the Town to pay amounts due to the Developer.

(m) [Intentionally Deleted.]

(n) [Intentionally Deleted.]

(o) **Commissioning.** During the period between substantial completion of the Project and the Transfer, Developer shall: (a) coordinate the Commissioning of the Project with Town and its Commissioning Agent; (b) provide all relevant documents, including any results of any Commissioning Tests; and (c) promptly address all issues identified by Town and its Commissioning Agent during such process.

**6. Closing.** Subject to the terms and conditions of this Agreement, the Project Closing shall occur on or before \_\_\_\_\_, 202\_. The Closing Date shall be established mutually by Developer and Town, and the Closing shall take place at such location as Developer and Town mutually agree. At Closing, the Available Funds (less any amount thereof to be disbursed at Closing) shall be available for disbursement in accordance with the terms and conditions of this Agreement and the Trust Indenture or the Disbursement Agreement, as the case may be.

**7. Closing Documents.** At each Closing, the documents and instruments set forth in this Section shall be executed and/or delivered, including:

(a) the Ancillary Agreements;

(b) a confirmation by each of Developer and Town of the applicable representations and warranties set forth in Section 9;

(c) an affidavit affirming that Developer: (i) is enrolled in the E-Verify Program; (ii) is participating in the E-Verify Program; and (iii) does not knowingly employ, or contract with, any Unauthorized Aliens;

(d) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or Town, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or Town of its obligations hereunder and under the foregoing documents, have been authorized by Developer or Town, as the case may be; and

(e) such other customary documents and instruments as either party reasonably may request in connection with each Closing.

**8. Conditions.**

(a) **Mutual.** Unless waived in writing by both of Developer and Town prior to each Closing, the obligation of each of Developer and Town to proceed to each Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Town and Developer have agreed on the form and substance of the Closing Documents.

(ii) Developer has obtained, or Developer and Town are satisfied that Developer will be able to obtain, all Required Permits, Project Approvals, and Town Approvals.

(ii) Developer shall have submitted to Town, and Town shall have approved, the GMP Report and related materials.

(iv) Developer is enrolled in the E-Verify Program.

(v) Developer has adopted or anticipates adopting all resolutions necessary to authorize the execution of, and the performance of its obligations under, the documents to be executed by it in connection with the Development Work and the Project.

(b) Developer. In addition to the conditions set forth in Subsection 8(a), the obligation of Developer to proceed to Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Developer has not discovered any condition with respect to the Project Site that would interfere with, or prohibit the construction of the Project in accordance with the terms and conditions of this Agreement.

(ii) There is no continuing breach by Town of this Agreement.

(c) Town. In addition to the conditions set forth in Subsection 8(a), and except to the extent waived by Town prior to the Closing, the obligation of Town to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) There is no continuing breach by Developer of this Agreement.

(ii) Town has obtained all necessary approvals for, and has determined that it will be able to sell any instruments required for, the availability of the Available Funds, including, but not limited to, legislative approval.

(iii) All of the representations and warranties of Developer set forth in Section 8 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement, as it relates to that respective Project, by a written notice to the other party; provided that, with respect to breaches of this Agreement by a party, the other party shall have the rights and remedies set forth in Section 13. Notwithstanding anything to the contrary set forth herein, Developer and Town shall work diligently and in good faith to satisfy the conditions set forth in this Section.

## 9. Representations and Warranties.

(a) Town. Town represents and warrants that: (i) it is a public body organized and existing under the laws of the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iv) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; and (v) this Agreement, once executed, is its legal, valid, and binding obligation.

(b) Developer. Developer represents and warrants that: (i) it is a corporation organized and existing under the laws of the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iv) it has been

authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; (v) this Agreement, once executed, is its legal, valid, and binding obligation; (vi) there is no legal proceeding in process, pending, or overtly threatened or publicly announced, that could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement; (vii) the Developer has carefully reviewed the whole of this Agreement and all Laws and as taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Developer from developing the Project in accordance with this Agreement; (viii) it is in compliance in all material respects with the Laws applicable to Developer's business and services.

(c) Continuing Accuracy of Developer Representations. During the Term, the Developer shall not take any action, or omit to perform any act, that results in a representation and warranty made in this Section 9 becoming untrue. Developer shall promptly notify the Town if any such representation and warranty becomes untrue.

#### 10. Plan Refinement Process.

(a) Design Considerations. The design of the Project undertaken and performed by the Town and its Engineer of Record shall be undertaken by a design team exercising such degree of care, skill, and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature, and complexity to the design, as of the date of this Agreement.

(b) Approvals. Developer, at its cost and expense, shall submit to Town for its approval, the Construction Schedule, and the GMP Report for the Project. Within ten days after Town receives the Construction Schedule, and GMP Report, Town shall deliver to Developer written notice of approval or rejection of the submitted documents, or schedule; provided that, in the case of a rejection, such notice shall: (i) specify the part or parts that the Town is rejecting; and (ii) include the specific basis for such rejection. Upon approval of each of the Construction Schedule, and the GMP Report, the respective Construction Schedule, and GMP Report, respectively, shall be final, subject to modifications by Change Orders. As of the effective date of this Agreement, the GMP Report and Construction Schedule are approved by the Town, and attached hereto and incorporated herein as Exhibit D & F.

(c) Re-submissions. If, at any stage of the Plan Refinement Process, Town rejects any drawings, documents, or schedules, then, within ten days after Developer receives notice from Town of such rejection, Developer shall revise, and submit to Town, the applicable drawings, documents, or schedules. Within ten days after Town receives the resubmitted drawings, documents, or schedules, Town shall deliver to Developer written notice of approval or rejection; provided that, in the case of a rejection, such notice shall: (i) specify the part or party that Town is rejecting; and (ii) include the specific basis for such rejection. Upon approval of the resubmitted drawings, documents, or schedules, the resubmitted drawings, documents, or schedules shall become part of the Final Plans subject to modifications by Change Orders.

(d) Final Plans. Upon completion of the Final Documents and Drawings through the Plan Refinement Process, the aggregated Final Documents and Drawings shall constitute the complete Final Plans, subject to modification by Change Orders. All references herein to the Final Plans shall be deemed to be references to the Final Documents and Drawings, until such time as all of the Final Documents and Drawings are completed; provided that, when all of the Final Documents and Drawings are completed, all references herein to the Final Plans shall be deemed to be references to the Final Plans, as modified by Change Orders.

(e) Budget/Costs.

(i) As of the Effective Date, Developer has established the Project Budget for the Project and committed to the delivery of the Project in accordance therewith.

The Project Budget shall be submitted by Developer and approved by the Town within the GMP Report.

(ii) The Project Budget shall be the Final Project Budget for the Project, subject to modifications by Change Orders. Final approval of the Project Budget by Town shall be evidenced by issuance of the Notice to Proceed.

(iii) Notwithstanding any other provision of this Agreement and unless otherwise set forth in the Project Development Proposal, the Project Budget shall not include any costs related to the mitigation or remediation of environmental or geotechnical conditions existing on, in, or at the Project Site prior to the commencement of construction by Developer, unless such funds related to unforeseen environmental or geotechnical conditions have been released by Town to Developer. In the event that Developer identifies any potential environmental or geotechnical issues at the Project Site, Developer shall: (A) immediately cease construction activity; and (B) provide written notice to Town of such environmental condition. Town shall, within 30 days of such written notice, commence remediation of such environmental or geotechnical condition, unless otherwise negotiated by the parties in an approved Project Development Proposal. The cost of such remediation shall be at the sole expense of the Town, unless otherwise negotiated by the parties in an approved Project Development Proposal. The Substantial Completion Date for such Project shall be extended on a day for day basis for every day construction is delayed by Town remediation activity, unless otherwise negotiated by the parties in an approved Project Development Proposal.

(g) Sales Tax.

(i) As soon as reasonably is practicable, Developer shall submit the Construction Contract for the Project to Town for its review.

(ii) Promptly after Town's receipt of the executed Construction Contract from Developer, Town shall deliver the Sales Tax Exemption Form to Developer at the notice address set forth in the Construction Contract.

(iii) Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and/or complete the Project, Developer promptly shall notify Town in writing. From and after receipt of the foregoing notice, Town shall provide such cooperation, information, and assistance as Developer and/or its contractor reasonably shall request.

(iv) Town shall indemnify and hold harmless Developer and the members, directors, officers, and employees of Developer, from and against any and all Claims arising from, or connected with: (A) the charging of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials incorporated into the Project; and/or (B) any interest and penalties assessed by the Indiana Department of Revenue with respect to the non-payment or late payment of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials to construct, install, and/or complete the Project; including, without limitation, reasonable attorneys' fees and court costs. Town shall not be responsible for the charging of any tax related to Developer's failure to cooperate with any audit or investigation of the Indiana Department of Revenue regarding the Town's sales tax exemption used as part of this Project. The obligations of Town under this clause shall survive the termination of this Agreement.

(h) Documents. Developer shall maintain: (a) at the Project Site all design and construction documents, including a complete set of record drawings; and (b) electronic access to all such documents through FTP or other project share site reasonably acceptable to Town. These documents shall be available to the Town for reference.

(i) Ownership of Design. All Final Plans are documents prepared for hire and are the property of the Town, including transfer of all intellectual property rights and all other tangible and intangible property interest.

## 11. Change Orders.

(a) Developer Changes. If Developer desires to make any changes to the Final Plans and/or scope of the Development Work, then Developer shall submit a Change Order Request to Town for review and approval, together with an estimate of any increases or decreases to the approved respective Project Budget that would result from the change proposed in the Change Order Request. Within ten days after Town receives the Change Order Request, the Town and Developer shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such Change Order Request provided that the Town shall have the final authority to reject or accept the proposed Change Request in its sole discretion. If Town approves a Change Order Request for a change that would result in an increase in the respective Project Budget, then, notwithstanding anything to the contrary set forth herein, the amount of such increase shall be paid by Town as such costs are incurred and in a manner consistent with the current payment procedure. If Town rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that Town is rejecting; and (ii) include the specific basis for such rejection. If Town approves a Change Order Request, then Developer and Town shall execute a Change Order.

(b) Town Changes.

(i) If Town desires to make any changes to the Final Plans or modification of the Development Work, then Town shall submit a Change Order Request to Developer for review and approval. Within ten business days after Developer receives the Change Order Request, Developer shall deliver to Town written notice stating whether the change proposed in the Change Order Request would result in an increase in the respective Project Budget; provided that, if the proposed change would result in an increase, then such notice also shall include an estimate of the amount of the increase.

(i) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the respective Project Budget, then, within five business days after delivery of such notice, Developer shall deliver to Town written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the respective Project Budget, then: (A) such notice also shall include an estimate of the amount of the increase; (B) within five business days after receipt of such notice, Town shall provide written notice to Developer as to whether Town would like to withdraw the Change Order Request. If Town does not elect to withdraw the Change Order Request, then, within five additional business days, Developer shall deliver to Town written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iv) If Developer approves a Change Order Request, then Developer and Town shall execute a Change Order. If the approved Change Order Request is for a change that will result in an increase in the Project Budget, then,



notwithstanding anything to the contrary set forth herein, the increase in the Project Budget shall be paid by Town in accordance with Section 10(a); provided that, in no event shall Developer have any obligations with respect to the payment of the amount of such increase.

(v) If Developer rejects all or any part of the Change Order Request, then such notice shall: (A) specify the part or parts that Developer is rejecting; and (B) include the specific basis for such rejection.

(vi) Notwithstanding any other provision of this Section, the Developer may pre-approve the cost of certain Town Change Order Requests, by including reference and the proposed amount of such Change Order Request within the GMP Report. For the avoidance of doubt, Town shall have the right to exercise any Change Order Request without further approval of Developer at the cost included within the GMP Report upon such Change Order being expressly referenced within the GMP Report.

(c) Permitted Change. Notwithstanding anything to the contrary set forth herein: (i) Developer shall not be required to obtain the approval of Town with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective if executed only by Developer.

## 12. Construction.

(a) Permits. Prior to commencing construction of the Project, Developer shall obtain and submit to Town for its review the Required Permits.

(b) Construction. Developer shall construct the Project: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; (iii) in compliance with the Laws and the Required Permits; (iv) and provide the Town with a warranty that: (A) the materials and equipment furnished will be of good quality and new unless the Final Plans require or permit otherwise; and (B) the Project has been constructed in compliance with the Final Plans; (v) provide the Town with as-built Plan and to the extent granted to Developer, grant to Town a license to use such Final Plans in the use, occupancy, operation, maintenance, repair, alterations, and additions to the Project; and (vi) provide the Town with an assurance that the Developer will, for a period of one (1) year from the date of Substantial Completion of the Development Work for the Project, correct or commence and continue a satisfactory correction of any Nonconforming Work within 7 days after receipt of written notice from the Town to do so, unless the Town has previously given Developer written acceptance of such Nonconforming Work, provided a Latent Defect in such previously accepted Nonconforming Work shall not have been deemed accepted unless such Latent Defect is expressly identified in such written acceptance. If the Town fails to: (i) notify the Developer of alleged Nonconforming Work with the one-year period; and (ii) provide the Developer the cure period described herein to correct the Nonconforming Work; then Town waives the right to require correction of the Nonconforming Work by the Developer and waives the right to make a claim for breach of the Developer's obligations under this section of the Agreement. If the Developer fails to correct Nonconforming Work within such time as prescribed above, the Town may: (i) correct the Nonconforming Work; and (ii) submit an invoice for reimbursement of the costs associated with such cure of the Nonconforming Work, which shall be paid by Developer within thirty (30) days of submission thereof. Notwithstanding any provision contained herein, restrictions on the length of warranties shall only apply to labor and/or workmanship. Developer acknowledges that it shall assign to Town the respective manufacturer's warranties, without limitation to time period. The provisions of this Section shall survive termination of this Agreement.

(c) Safety and Security. Developer shall maintain safety at the Project Site during the term and security at the Project Site during the period of the Development Work at a level consistent

with the standards for such similar projects in the immediate geographic area. Without limiting the foregoing, Developer shall:

- (i) take all necessary precautions for the safety and security of the Development Work and provide all reasonable protection to prevent damage, injury, or loss for: (A) workers at and visitors to the Project Site; (B) passersby, neighbors, and adjacent properties; and (C) materials and equipment under the care, custody, or control of Developer or its subcontractors on the Project Site;
- (ii) establish and enforce all necessary safeguards for safety and protections, including posting danger signs and other warnings against hazards;
- (iii) implement a comprehensive safety program in accordance with the Laws;
- (iv) give all notices and comply with the Laws relating to the safety of persons or property or their protection from damage, injury, or loss;
- (v) operate and maintain all equipment in a manner consistent with the manufacturer's safety requirements;
- (vi) provide for safe and orderly vehicular movements;

(d) **Operation.** Developer shall operate the completed Project during the Operating Period; provided that Town shall be responsible for the direct payment of all costs and expenses incurred in connection with such operation and Developer shall have no obligation to make any payment related to the operation of the Project during the Operating Period, unless otherwise agreed to by the parties in an approved Project Development Proposal. Notwithstanding the foregoing, the Parties mutually acknowledge that Developer is not a certified water/wastewater operator, and that nothing contained within this Agreement shall require the same. The Developer and Town agree that the Project shall be operated under the Town's certification.

(e) **Records.** Developer shall keep and maintain true, correct, accurate, and complete Books and Records. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. Town and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) free access to, and rights of inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from Developer originals or accurate copies of, the Books and Records. Nothing contained in this Section 12(e) shall be construed as making the Books and Records public records under the applicable Laws.

(f) **Bonds.** Upon the issuance of the Construction Commencement Notice for the Project and until that Project has: (i) achieved Substantial Completion; and (ii) Developer has demonstrated that all outstanding payments have been made to subcontractors performing work and those persons or entities providing labor, materials and services for the Project, subject to amounts withheld in dispute or in retainage, to the sole satisfaction of the Town; the Bonds for that respective Project shall be in effect. Notwithstanding the obligation of the Developer to provide the Bonds as provided for in this Agreement, the Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and service and to take all other action necessary to prevent the filing of Liens on the Project Site.

(g) **Warranties of Development Work.** Developer shall, for the protection of the Town, obtain from each General Contractor, all subcontractors, vendors, suppliers, and other persons from which Developer procures structures, improvement, fixtures, machinery, equipment, and materials to be incorporated in to the Project such warranties and guarantees as are normally provided with respect thereto and as are required under the Final Plans, each of which shall be assigned to the Town from and after the expiration of the Term to the full extent of the terms thereof. No such warranty

shall relieve Developer of any obligation hereunder, and no failure of any warranted or guaranteed structures, improvements, fixtures, machinery, equipment, or materials or a failure or refusal of a contractor or supplier to honor its warranty obligations shall be the cause for any increase in the respective Final Project Budget Costs or excuse any non-performance of the Development Work unless such failure is related to a breach of this Agreement by Town.

(h) Unauthorized Aliens. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. To the extent required by Indiana Code § 22-5-1.7, Developer shall require its contractor and each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor: (i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until the construction contract or the applicable subcontract expires or is terminated.

(i) No Discrimination. Developer shall not discriminate against any employee or applicant for employment because of race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Developer agrees to, or cause its contractor or its subcontractors to: (i) post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this Subsection; and (ii) state, in all solicitations or advertisements for employees placed or published by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status.

### 13. Observation.

(a) Observation. Upon reasonable written notice delivered to Developer, which notice shall specify the portion of the construction to be observed, Town may perform a Permitted Observation. If applicable after a Permitted Observation, Town shall deliver a Non-Compliance Notice to Developer.

(b) Final Observation. Developer shall deliver to Town a written request for the Final Observation of the Project at least five business days prior to the respective Substantial Completion Date. On or before the later of the date that is five business days after: (i) receipt by Town of such request; or (ii) the respective Substantial Completion Date; Town shall: (i) conduct the Final Observation; and (ii) deliver to Developer, if applicable, a Non-Compliance Notice. Upon: (i) correction of all Material Defects identified in the Non-Compliance Notice; or (ii) deemed acceptance pursuant to Subsection 13(c); Town shall have no further inspection rights pursuant to this Agreement with respect to the Project. Within five business days after Town conducts the Final Observation, Developer and Town shall identify the "punch-list" items. Developer shall complete all "punch-list" items within 60 days after the "punch-list" items are identified.

(c) Non-Compliance. If Town delivers to Developer a Non-Compliance Notice following an Observation in accordance with this Section or after deemed acceptance as provided for in Section 12(b), then Developer shall correct, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All items or components of the Project with respect to which: (i) an Observation is conducted; and (ii) no Material Defects are identified in a timely Non-Compliance Notice; shall be deemed to be accepted by Town.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by Town pursuant to this Section shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Observation pursuant to this Section, Town shall: (A) comply with all health and safety rules of which Town has been informed that have been established for personnel present on the construction site; and (B) coordinate the observations so that the observations do not interfere with the performance of construction. Developer shall have the right to accompany, and/or have its construction manager accompany, Town during any Observation.

(ii) An acceptance, or deemed acceptance, by Town pursuant to this Section shall not mean that Town has accepted, or Developer has been relieved of, responsibility for: (A) compliance with the Laws; (B) the proper application of construction means or methods; or (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the as-built plans as described in Section 11(b) or proper completion of a subsequent portion of the Project.

(iii) Performance of an Observation by Town shall not relieve Developer of its obligations to obtain all inspections required by the Laws.

**14. Disbursements.**

(a) Requests. Upon the receipt from the Developer of a Disbursement Request with respect to the respective Project Costs (including the required accompanying documents and in the form attached hereto as Exhibit E), Town shall request that the Disbursement Agent or the Trustee, as the case may be, disburse a corresponding amount of Available Funds to parties identified in the Disbursement Request pursuant to the terms and conditions of the Disbursement Agreement and/or the Trust Indenture, as the case may be, which may include the Developer if: (i) the Developer has previously paid costs identified in the Disbursement Request; or (ii) the Developer is owed fees, other expenses, or unused contingency pursuant to the respective Project Budget; provided that, the Town shall have the right to withhold payment of any amount in dispute, and/or in an amount reasonably sufficient to protect itself from a continuing Event of Default by Developer that is occurring beyond the applicable cure period.

(b) Frequency. Town shall make monthly progress payments to Developer on the basis of Developer's Disbursement Request. All such payment will be measured by the Project Schedule, as approved by Town in connection with the GMP Report. Town shall not be required to disburse Available Funds more frequently than monthly.

**15. Insurance.**

(a) Insurance Policies. During construction of the Project and terminating upon the respective Substantial Completion Date, Developer shall maintain the policies of insurance, including but not limited to Builder's Risk, General Commercial Liability, and Workers Compensation, reflected on the certificate attached hereto as Exhibit B. Each such policy shall be written by a company reasonably acceptable to Town, and Developer shall provide notice of any intended modification to, or cancellation of, such policy to Town at least 30 days in advance. The policies of insurance required by this Section to be maintained by Developer shall name Town as an additional insured except Workers Compensation and Professional Liability. Developer shall deliver to Town certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

(b)

**16. Key Personnel.**

(a) **Key Personnel Identified.** Developer shall make commercially reasonable efforts to retain, employ, and utilize the individuals specifically identified in Exhibit C to fill the corresponding positions listed therein for the Initial Project. Key Personnel for subsequent Projects shall include the individuals set forth as such in the approved Project Development Proposal. Developer shall not change or substitute such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the Town pursuant to Subsection 16(b).

(b) **Replacement.** Developer shall provide notice to the Town of any proposed replacement for any Key Personnel positions. The Town shall have the right to review the qualifications and character of each individual to be appointed to a key personnel position (including, personnel employee by contracts to fill any such position) and to state any basis for disapproving Developer's use of such individual in such position prior to the commencement of any services by such individual.

(c) **Commitment to Project.** Developer shall cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper prosecution and performance of the Development Work. Developer shall commit each of the Key Personnel identified in Exhibit C or an approved Project Development Proposal, as the case may be, to the respective Project such as to reasonably ensure that all such individuals shall be able to fulfill their respective duties on the Project.

**17. Transfer.** Upon the: (a) expiration of the applicable Operating Period; or (b) a termination of this Agreement pursuant to Section 22; Developer and Town shall execute the Transfer; provided that, a Transfer executed for the expiration of the applicable Operating Period shall only apply to the Project for which the Operating Period is expiring. At the Transfer, the following Project Documents and instruments shall be executed and delivered:

(a) any documents reasonably required by Town to evidence the conveyance of the Project to the Town or its designee;

(b) a confirmation by each of Developer and Town of the applicable representations and warranties set forth in Section 8;

(c) "as-built" drawings, in the form of marked-up drawings maintained by Developer or its subcontractors showing significant or material changes or deviations made from the respective Final Plans during construction. Developer shall compile a set of final drawings, incorporating the "as-built" information from the "as-built" drawings provided to it. Town shall be entitled to assume the information provided on the "as-built" drawings to be reliable and to accurately reflect the actual, as-built conditions of the Development Work so depicted;

(d) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or Town, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or Town of its obligations hereunder and under the foregoing documents, have been authorized by Developer or Town, as the case may be; and

(e) such other customary documents and instruments as either party reasonably may request in connection with the Transfer.

**18. Default.**

(a) **Events of Default.** It shall be an "Event of Default" if either party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the

obligation to pay money, if such failure is not cured within ten days after such payment is due; and (ii) with respect to any other obligation, if such failure is not cured within the Cure Period.

(b) Remedies. Whenever an Event of Default occurs, the non-defaulting party may take such actions at law or in equity as are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement (including, without limitation, reasonable attorneys' fees and court costs), then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), together with interest at the rate of 10% per annum.

(c) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Section or by the Laws.

(d) Waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

(e) No Special, Consideration, or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive, or similar losses or damages based upon claims arising out of or in connection with the performance or nonperformance of its obligations or otherwise under this Agreement, or any representation made in this Agreement being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty, or any other legal theory. This Section shall not limit the recovery of any such losses or damages under Section 19 (Mutual Indemnification) in respect of claims by third parties.

(f) Failure to Meet Schedule. If Developer does not obtain Substantial Completion of each respective Project by the earlier of the Substantial Completion Date, as specified in the approved Project Schedule, if applicable, and subject to Force Majeure, such failure shall constitute an Event of Default, with such Event of Default continuing each day until the respective Project is substantially complete. Developer acknowledges that failure to reach substantial completion by such date will have a material impact on the Town. For the purposes of this Subsection (f), "substantially complete" shall mean the issuance of a certificate of substantial completion by the respective Project engineer which indicates that the Project has been substantially completed in accordance with the Final Plans, subject to "punch-list" items to be identified in connection with the Final Observation, which "punch-list" items do not materially affect the use of the Project for its intended use. Any damages (whether actual or liquidated) resulting from such failure to achieve Substantial Completion for the Project shall not exceed an aggregate amount equal to 1% of the amount paid to Developer by the Town.

## **19. Mutual Indemnification.**

(a) Developer. Developer shall indemnify and hold harmless Town from and against any and all Claims arising from or connected with: (i) mechanics' liens filed against the Project or the Project Site for work performed by Developer or any party acting by, under, through, or on behalf of Developer but only to the extent that Town has paid all amounts due and not in dispute to the Developer; (ii) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iv) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; or (v) the breach by Developer of any term or condition of this Agreement, including but not limited to the failure of Developer to timely pay subcontractors, suppliers, laborers and service providers.

(b) Town. Town shall indemnify and hold harmless Developer from and against any and all Claims arising from or connected with: (i) the negligence or willful misconduct of Town or any party acting by, under, through, or on behalf of Town; or (ii) the breach by Town of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section shall survive the termination of this Agreement.

**20. Assignment.** Neither Town nor Developer shall assign this Agreement without the prior written consent of the other party, provided that: (a) without the prior written approval of Developer, Town may assign this Agreement to another agency or instrumentality of the Town that is legally able to perform the obligations of the Town hereunder; and (b) without the prior written approval of Town, Developer may assign this Agreement to any entity in which the principals of the Developer hold a controlling interest. Notwithstanding any assignment permitted under this Section, Developer or Town, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release Developer or Town, as the case may be, from such performance.

**21. Notice.** Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at [8802 North Meridian, Indianapolis IN 46260], Attn: John Deltman (VP of Operations), with a copy to Town at 49 N. Wayne Street, Danville, Indiana 46122, Attn: Town Manager, with a copy to Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204, Attn: Cameron Starnes. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

**22. Termination.** If this Agreement terminates pursuant to the terms and conditions of this Agreement, Developer shall: (a) assign to Town its right, title, and interest in and to the Final Plans and the materials obtained by it in connection with the due diligence undertaken by Developer, if any, which rights, title, and interest shall not prohibit Town from using the Final Plans and materials in connection with the construction of the Project; and (b) in accordance with the terms and conditions of this Agreement, cause and complete the Transfer, within 10 days of notice of such termination.

**23. Authority.** Each undersigned person executing this Agreement on behalf of Developer and Town represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of Developer and Town, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by Developer and Town, respectively.

**24. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or

condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**25. Taxes.** Town shall be solely responsible for, and shall pay and discharge when due all taxes, assessments, and other governmental charges that are lawfully imposed upon the Project Site, the Project, or any party thereof.

**26. [Intentionally Deleted.]**

**27. Non-Discrimination.** In accordance with Indiana Code § 22-9-11-10, the Developer shall not discriminate against any employee or applicant available for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, and conditions or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, or ancestry.

**28. Dealings with Iran.** In accordance with Indiana Code § 5-22-16.5, by executing this Agreement, Developer certifies that Developer is not engaged in investment activities with Iran.

**29. Debarment and Suspension.**

(a) Developer certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for the purposes of this Section means an officer, director, owner, partner, key employee, or other person with primary or supervisory responsibility, or a person who has a critical influence or substantive control over the operations of the Developer.

(b) Developer certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from the use of a suspended or debarred subcontractor. Developer shall immediately notify the Town if any subcontractor becomes debarred or suspended, and shall, at the Town's request, take all steps required by the Town to terminate Developer's contractual relationship with the subcontractor for work to be performed under this Agreement.

**30. Ownership of Project.** The Project and Project Site shall be owned by the Town at all times. Developer shall not have any legal, equitable, or other ownership interest in any Project.

**31. Relationship of the Parties.** Developer is an independent contractor of the Town and the relationship between the parties shall be limited to performance of this Agreement in accordance with its terms. Neither party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other party. Nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party. No liability or benefits, such as worker compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract employee as a result of this Agreement or the performance thereof.

**32. Developer Assumption of Risk.** Except to the extent expressly allocated to the Town or otherwise provided for under this Agreement, all risks, costs, and expenses in relation to the performance by the Developer of the obligations under this Agreement are allocated to, and accepted by, Developer as its entire and exclusive responsibility.



**33. Actions of the Town in its Governmental Capacity.** Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the Town (or any department or agency thereof) under the Laws in their governmental capacity.

**34. Wages.** Nothing in this Agreement shall require Davis Bacon or prevailing wages, unless otherwise expressly included within an approved Project Development Proposal.

**35. Tariffs/Impositions/Trade Restrictions.** Any tariffs, impositions, or trade restrictions on materials or equipment that result in a material price escalation and that are not in place at the time of the Project Development Proposal being approved shall cause a Force Majeure event, which Force Majeure event shall last the duration of that the tariff, imposition, or trade restriction causes a material price escalation on such materials or equipment.

**36. Miscellaneous.** Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, Developer and Town, and their respective successors and assigns. This Agreement constitutes the entire agreement between Developer and Town with respect to the subject matter hereof, and may be modified only by a written agreement signed by both Developer and Town. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice versa. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hendricks County, Indiana, or the federal courts with venue that includes Hendricks County, Indiana. Developer and Town waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Developer and Town have executed this Public Private Agreement (Phase 1 – Eastside Interceptor Sewer Capital Improvements Project BOT) as of the date set forth above.

DEVELOPER:

[Bowen Engineering Corporation]

By: CLM

Printed: CHRIS L. MANGES

Title: OPERATIONS MANAGER

[Public Private Agreement (Phase 1 – Eastside Interceptor Sewer Capital Improvements Project BOT) – Developer Signature Page]

TOWN:

Town of Danville, Indiana

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

[Public Private Agreement (Phase 1 – Eastside Interceptor Sewer Capital Improvements Project BOT) –  
Developer Signature Page]

## INDEX TO EXHIBITS

|           |   |
|-----------|---|
| Exhibit A | Depiction of Project Site                   |
| Exhibit B | Required Insurance Coverages (Developer)    |
| Exhibit C | Key Personnel (PM Resume)                   |
| Exhibit D | Project Schedule                            |
| Exhibit E | Form of Disbursement Request                |
| Exhibit F | Final Documents and Drawings and GMP Report |

EXHIBIT A

Depiction of Project Site

## EXHIBIT B

### Required Insurance Policies (Developer)

#### Obtaining Proper Insurance.

Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.6 and consistent with Article 5 of the General Conditions; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that (a) Owner is an additional named insured, and (b) such insurance coverage is in effect and will not be canceled or materially altered without thirty (30) calendar days prior written notice to Owner. All insurance provided by Contractor hereunder shall provide for a waiver of subrogation against Owner. In the event that permitted subcontractors are not covered by the Contractor's policies of insurance, each permitted subcontractor shall secure policies of insurance, which meet the requirements of this Section 3.6.

#### Amount of Insurance.

Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project. Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Contractor insurance shall be written on a "primary and non-contributory" basis.

#### **Worker's Compensation, Employer's Liability, and Occupational Disease Insurance.**

Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent provided by the Worker's Compensation Act and the Occupational Disease Act of the State of Indiana, on all of Contractor's employees engaged in the Project and shall include a Waiver of Subrogation endorsement in favor of the Owner;

#### **General Liability.**

Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations (for at least two (2) years following completion) coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

#### **Automobile Liability.**

Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

#### **Excess Liability**

Excess or umbrella liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per project or location aggregate (these limits apply in excess of each of the above-mentioned policies).

### **Builder's Risk Insurance.**

Contractor shall provide Builder's Risk Insurance for the benefit of Owner, Contractor, Engineer, Engineer's Subconsultants, any and all of the permitted subcontractors as their interest may appear, and for the benefit of all parties furnishing financing to the Owner for construction to be done hereunder, all of the same to be named insureds on the said Builder's Risk policy. The perils covered shall include fire and extended coverage, plus other perils (including theft, vandalism and malicious mischief) which extend coverages to the broadest form of "all risk" coverage. This "all risk" coverage shall be in the amount of 100% of the completed insurable value of the Project. Proceeds of such Builder's Risk insurance shall be payable to Contractor, as trustee for all interested parties, and Contractor shall adjust all losses and claims with the insurer, subject, however, to the rights of any mortgagee. Such coverage shall insure items of labor and materials connected with the Project, whether in or adjacent to the Facilities insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by Contractor, the cost of which is included in the cost of the work.

EXHIBIT C

Key Personnel





**Office:**

317.842.2616

**Mobile:**

317.697.5615

**Email:**

dbernath  
@bowenengineering.com

**25** YEARS OF  
EXPERIENCE

## Experience

### Project Manager

Bowen Engineering Corporation, 2006-Present

### Key Projects

- \$2.8M - Shelbyville WWTP & Sewer Improvements (3 GSCs) - Shelbyville, IN
- \$8.7M - Fishers WWTP & Sewer Improvements (4 GSCs) - Fishers, IN
- \$16.7M - Plainfield Public Safety Facilities (4 GSCs) - Plainfield, IN
- \$8M - Cheaney Creek WWTP Expansion - Fishers, IN
- \$1.7M - Lebanon Utilities Sugar Creek WTP (GSC) - Lebanon, IN
- \$0.7M - Kokomo WWTP Centrifuge - Kokomo, IN
- \$51M - Plainfield WWTP & WTP (17 GSCs) - Plainfield, IN
- \$1.2M - Yorktown Lift Station and Forcemain (GSC) - Yorktown, IN
- \$2.1M - Bremen WWTP Rehabilitation (GSC) - Bremen, IN
- \$8M - Oak Valley WRF, Illinois American Water - Homer Glen, IL
- \$8M - Happy Hollow WTF, Indiana American Water - West Lafayette, IN
- \$2.5M - Columbus WTF (GSC) - Columbus, IN
- \$10M - Westfield WWTP Expansion - Westfield, IN
- \$3.3M - Westfield Lift Station (GSC) - Westfield, Indiana
- \$1M - Westfield Grassy Branch Sewer, Westfield, IN
- \$0.8M - Wapakoneta WWTP (GSC) - Wapakoneta, OH
- \$6.3M - Blucher Poole WWTP, Bloomington, IN
- \$2.5M - Dillman Road Pump Station - Bloomington, IN
- \$0.7M - Dillman Road Disinfection and Dechlorination - Bloomington, IN
- \$2.7M - Cloverdale WWTP - Cloverdale, Indiana
- \$1M - Winchester WWTP (GSC) - Winchester, IN
- \$2.6M - City of Fishers Hague and Allisonville Road Lift Station Improvements - Fishers, IN

### Project Engineer

Bowen Engineering Corporation, 1999 - 2006

### Purdue University - West Lafayette, Indiana

B.S. Building Construction Management

### Vincennes University - Vincennes, Indiana

A.S. Land Surveying

A.S. Architectural Drafting

### Professional Associations

Associated General Contractors - Future Leaders Organization

### Bowen Achievements

BEC University 101 & 201

Bowen Leadership Challenge Graduate and Presenter

### Community

Run for Riley Children's Burn Unit - Creator

Disaster Relief Team Leader - White River Christian Church

EXHIBIT D  
Project Schedule

| Activity ID   | Activity Name  | Duration | Start      | Finish    | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 |
|---|--|----------|------------|-----------|------|------|------|------|------|------|------|------|------|------|------|
| <b>Danville Eastside Interceptor Sewer Improvements</b> |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| <b>Admin / Milestones</b>                               |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| A1312   | Contract Award                                       | 103      | 13-May-24  | 01-Oct-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1000   | NTP  | 0        | 15-May-24* |           |      |      |      |      |      |      |      |      |      |      |      |
| A1400   | Collector's Sanitary Abble                           | 0        | 08-Aug-24  |           |      |      |      |      |      |      |      |      |      |      |      |
| A1010   | Substantial Completion                               | 0        | 27-Sep-24  |           |      |      |      |      |      |      |      |      |      |      |      |
| A1020   | Punchlist  | 3        | 01-Oct-24  |           |      |      |      |      |      |      |      |      |      |      |      |
| A1030   | Final Completion                                     | 0        | 09-Oct-24  |           |      |      |      |      |      |      |      |      |      |      |      |
| <b>Procurement</b>                                      |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| A1290   | 36" PVC Pipe PO                                      | 20       | 15-May-24  | 13-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1290   | Manholes PO  | 20       | 15-May-24  | 13-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1300   | Sewer Project Setup / Purchase Orders / Subcontracts | 10       | 15-May-24  | 29-May-24 |      |      |      |      |      |      |      |      |      |      |      |
| <b>Construction</b>                                     |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| <b>Site Preparation</b>                                 |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| A1360   | Install Access Roads / Laydown / Erosion Control     | 3        | 15-Jun-24  | 17-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1360   | Mobile Equipment / Bores                             | 3        | 18-Jun-24  | 20-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1360   | Locators / Util Utilities / Layout                   | 3        | 18-Jun-24  | 20-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1320   | Unload Pipe / Manholes                               | 3        | 21-Jun-24  | 23-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| <b>Pipe Installation</b>                                |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| A1070   | Install Pipe EX-10 (9LUP)                            | 2        | 26-Jun-24  | 27-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1080   | Install MH 10  | 1        | 26-Jun-24  | 28-Jun-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1090   | Install Pipe 13-11 (48SLUP)                          | 7        | 01-Jul-24  | 15-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1100   | Install MH 11  | 1        | 11-Jul-24  | 11-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1110   | Install Pipe 11-12 (38LUP)                           | 1        | 12-Jul-24  | 12-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1120   | Install MH 12  | 1        | 13-Jul-24  | 15-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1130   | Install Pipe 12-13 (130LUP)                          | 4        | 16-Jul-24  | 19-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1140   | Install MH 13  | 1        | 20-Jul-24  | 20-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1150   | Install Pipe 13-14 (40LUP)                           | 7        | 20-Jul-24  | 31-Jul-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1160   | Install MH 14  | 1        | 01-Aug-24  | 01-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1170   | Install Pipe 14-15 (36LUP)                           | 4        | 02-Aug-24  | 07-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1180   | Install MH 15  | 1        | 08-Aug-24  | 08-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1200   | Install Pipe 15-16 (26LUP)                           | 4        | 09-Aug-24  | 14-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1210   | Install MH 16  | 1        | 15-Aug-24  | 15-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1220   | Install Pipe 16-17 (24SLUP)                          | 4        | 15-Aug-24  | 21-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1230   | Install MH 17  | 1        | 22-Aug-24  | 22-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1240   | Install Pipe 17-18 (20SLUP)                          | 4        | 23-Aug-24  | 28-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1250   | Install MH 18  | 1        | 28-Aug-24  | 28-Aug-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1300   | Install Pipe 18-19 (14SLUP)                          | 5        | 02-Sep-24  | 06-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1340   | Install MH 19  | 1        | 05-Sep-24  | 05-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1340   | Flow Grade Main 20 / A/T Test 18-19                  | 1        | 05-Sep-24  | 10-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1370   | Install Pipe 19-20 (11SLUP)                          | 4        | 11-Sep-24  | 16-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1380   | Install MH 20  | 1        | 17-Sep-24  | 17-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1270   | Install Lateral                                      | 2        | 19-Sep-24  | 20-Sep-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1480   | Final Grade  | 8        | 23-Sep-24  | 02-Oct-24 |      |      |      |      |      |      |      |      |      |      |      |
| A1510   | Hydrotest  | 2        | 01-Oct-24  | 02-Oct-24 |      |      |      |      |      |      |      |      |      |      |      |
| <b>Final Close</b>                                      |  |          |            |           |      |      |      |      |      |      |      |      |      |      |      |
| A1520   | Final Close  | 17       | 02-Oct-24  | 30-Oct-24 |      |      |      |      |      |      |      |      |      |      |      |



Danville Eastside Interceptor Sewer Improvements  
 Proposal Schedule  
 Run Date: 07-May-24 Page 1 of 2

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work

Remaining Work  
 Critical Remaining Work  
 Milestone

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work

Remaining Work  
 Critical Remaining Work  
 Milestone

| Activity ID | Activity Name                                     | Duration | Start     | Finish    | 2024 |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
|-------------|---|----------|-----------|-----------|------|-----|-----|-----|-----|-----|-----|-----|--|--|--|--|--|--|--|
|             |   |          |           |           | May  | Jun | Jul | Aug | Sep | Oct | Nov | Dec |  |  |  |  |  |  |  |
| A1450       | Air Test MH EX1 to MH 14                          | 5        | 25-Aug-24 | 26-Aug-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1410       | Install Curbs                                     | 10       | 27-Aug-24 | 10-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1240       | Pave Road Crossings                               | 5        | 11-Sep-24 | 17-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1460       | Air Test MH 14 to MH 18                           | 2        | 19-Sep-24 | 19-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1470       | Air Test MH 18 - MH 20                            | 1        | 20-Sep-24 | 20-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1420       | Fire Grates / Pave / Restore Firegrounds Entrance | 2        | 23-Sep-24 | 24-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1530       | Manhole Testing                                   | 3        | 25-Sep-24 | 27-Sep-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |
| A1550       | Demob   | 5        | 30-Sep-24 | 04-Oct-24 |      |     |     |     |     |     |     |     |  |  |  |  |  |  |  |

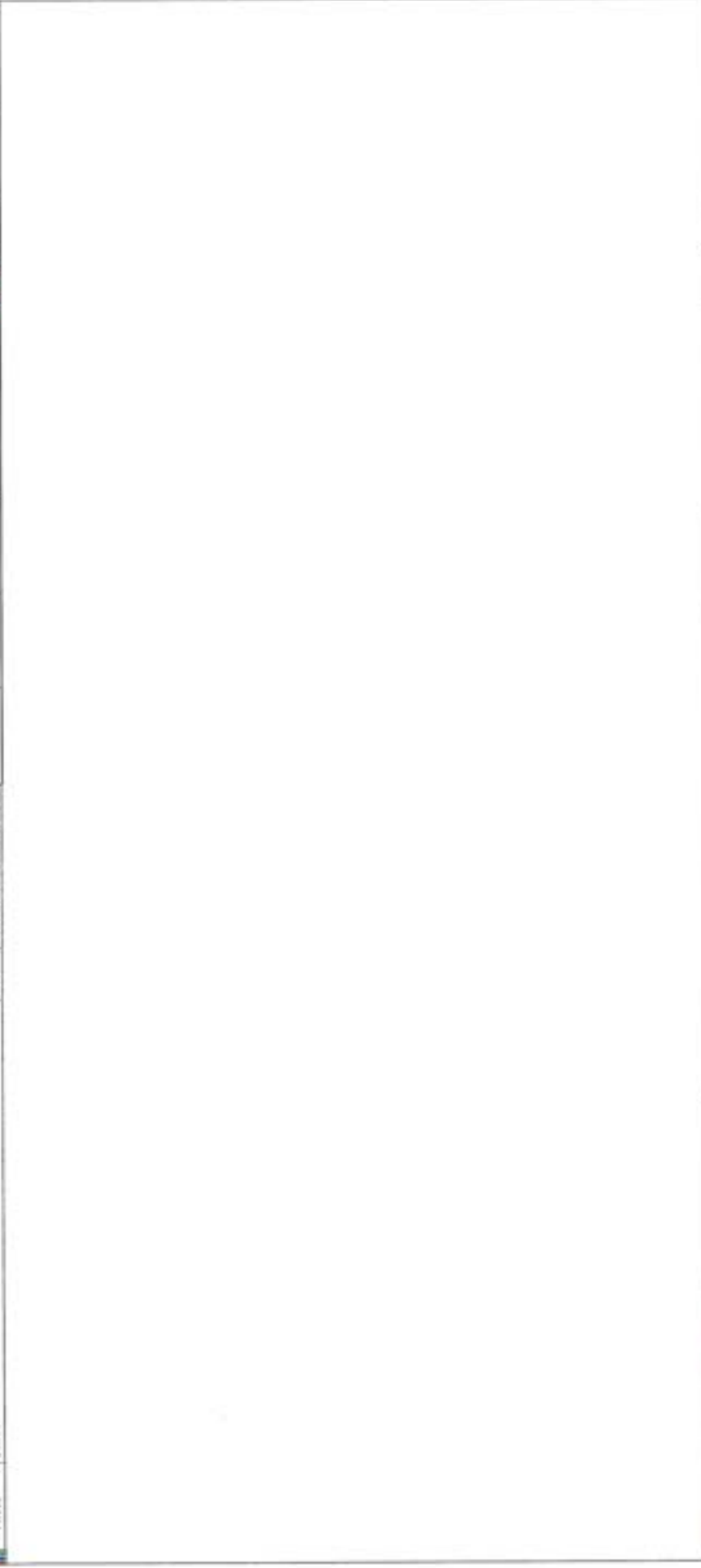


EXHIBIT E

Form of Disbursement Request

# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:** Town of Danville  
49 North Wayne Street  
Danville, IN 46122

**PROJECT:** Danville Eastside Interceptor Improverment  
Job#

**APPLICATION NO.:** \_\_\_\_\_  
**PERIOD FROM:** \_\_\_\_\_  
**PERIOD TO:** \_\_\_\_\_

**Distribution to:**  
 OWNER  
 ENGINEER  
 CONTRACTOR

**FROM CONTRACTOR:** Bowen Engineering Corporation  
8302 N. Meridian Street  
Indianapolis, IN 46280

**VIA ENGINEER:** Banning Engineering  
353 Columbia Road Suite #101  
Plainfield, IN 46168

**CONTRACT FOR:** General Construction

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** BOWEN ENGINEERING CORPORATION

1. ORIGINAL CONTRACT SUM .....
2. Net change by Change Orders .....
3. CONTRACT SUM TO DATE .....
4. TOTAL COMPLETED & STORED TO DATE .....

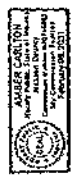
5. RETAINAGE:
  - a. 10% of Completed Work .....
  - b. 10% of Stored Material .....

6. TOTAL EARNED LESS RETAINAGE .....
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....
8. CURRENT PAYMENT DUE .....
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_

State of: Indiana  
County of: Marion  
Subscribed and sworn to before me this 5th day of April 2024

Notary Public: Amber Carlton  
My Commission expires: 2/8/2034



## CONSTRUCTION ADMINISTRATOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$ -      | \$ -       |
| Total approved this Month                          | \$ -      | \$ -       |
| <b>NET CHANGES by Change Order</b>                 | \$ -      | \$ -       |

Banning Engineering  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_

Town of Danville  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT F

GMP Report



March 26, 2024

**Town of Danville**  
49 North Wayne Street  
Danville, IN 46122

**RE: Guaranteed Maximum Pricing  
Eastside Interceptor Sewer Improvements**

**Mr. Barry Lofton (Director of Utilities):**

Bowen Engineering Corporation (Bowen) is pleased to submit a GMP Proposal for the Eastside Interceptor Sewer Improvements.

*Pricing is based on drawings dated Feb. 26, 2024 provided by Banning Engineering and site visits.*

|                                    |                   |
|------------------------------------|-------------------|
| Sanitary Sewer Construction Costs: | \$ 2,474,842      |
| Construction Contingency:          | \$ 111,367        |
| <u>Contractor Fixed Fee:</u>       | <u>\$ 206,896</u> |
| Total Construction Cost            | \$ 2,793,105      |

**General Proposal Clarifications and Exceptions:**

1. Geotech reports have not been provided for this pipeline. From previous visits this area is believed to have a high water table. Bowen has included drilling 29 dewatering wells, installation of a discharge forcemain, and dewatering equipment.
2. In an effort to be complete and roadways open prior to the Hendricks County Rib-fest on June 29<sup>th</sup> and the 4-H Fair on July 16<sup>th</sup>, Bowen has included costs to work 5-10's. Holiday and weekend costs are not included.
3. Bowen would like to offer the following VE option:
  - a. Elimination of MH 10. This manhole is very close to the existing manhole on the south side of the pipe route. Piping could be modified to run directly from MH 20 into the existing manhole. **Potential saving = \$26,000.**
4. Bowen has included costs to install up to five 6" lateral taps utilizing Inserta-Tees. These taps will be brought up to the desired elevation and capped for future connection.
5. The Town of Danville is to arrange for Bowen to disposal of clean spoils and at no charge to Bowen at the Twin Bridges Security Landfill. The landfill is to provide all knock-down services.
6. Existing storm inlets and castings, when removed for installation of the new sewer line, will be re-installed in their original position.
7. All state and regulatory permits are to be provided by others. Bowen will acquire all local permits as required.
8. Bowen will provide the permits needed for the discharge of temporary construction groundwater dewatering systems. This will be acquired via the Owner's Rule 5 permit.





Dewatering discharge will be taken to the retention pond on the south side of the Walmart parking lot and to the drainage ditch on the south side of Main Street.

9. Removal of contaminated soils and treatment of contaminated groundwater, if encountered, has not been included.
10. Heavy construction equipment has the potential to damage roadways. No considerations have been made for roadway/bridge bonds, roadway frost laws, or costs related to post road use damage bonds.

Respectfully submitted,  
**BOWEN ENGINEERING CORPORATION**

**Chris Manges**  
**Operations Manager**

CC:     *Teddy Deahl – Bowen Business Development*  
          *Chris Manges – Bowen Operations Manager*  
          *Alan Dale – Bowen Project Manager*  
          *Dan Bernath – Bowen Project Manager*  
          *Rob Morton – Bowen Sr. Estimator*