

TOWN OF DANVILLE

Town Council Agenda

October 16, 2024

7:00pm

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes (x2)**
- IV. Public Comment** – 3 minutes per person
- V. Public Meeting**
 - A. Announcement of Executive Session – Council President**
 - B. Presentations for Municipal Finance Advisor (GO Bond) – Town Manager**
 - C. Presentations for Bond Underwriting (GO Bond) - Town Manager**
 - D. Budget Discussion – Clerk/Treasurer and Assistant Town Manager**
 - E. Resolution 16-2024: Fiscal Plan for Annexation – Town Planner**
 - F. Ordinance 21-2024: Super-Voluntary Annexation – Town Planner**
 - G. Resolution 17-2024: Fiscal Plan for Annexation – Town Planner**
 - H. Ordinance 22-2024: Super-Voluntary Annexation – Town Planner**
 - I. Ordinance 24-2024: Super-Voluntary Annexation – Town Planner**
 - J. Ordinance 25-2024: Super-Voluntary Annexation – Town Planner**
 - K. Ordinance 27-2024: Super-Voluntary Annexation – Town Planner**
 - L. Ordinance 28-2024: Super-Voluntary Annexation – Town Planner**
 - M. Ordinance 26-2024: 2025 Budget – Clerk/Treasurer**
 - N. CER: Pick-Up Truck – Public Works**
- 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:

10/2/24: Special Called Session. *Will require a Vote.*

10/2/24: Council Meeting. *Will require a Vote.*

- A. **Announcement of Executive Session** – Council President will make notice that an Executive Session was held prior to tonight’s Council Meeting. *Requires no further action.*
- B. **Financial Advisor Presentations** – Council will hear presentations from firms requesting to represent the Town during the GO Bond process. Council will need to determine which firm they wish to retain. *Will require a Vote. Council may elect to instruct the Town Manager or Clerk/Treasurer to sign on behalf of the Town.*
 - 1. Baker-Tilley
 - 2. Reedy Financial
 - 3. O.W. Krohn
- C. **Bond Underwriting Presentations** – Council will hear presentations from firms requesting to represent the Town during the GO Bond process. Council will need to determine which underwriter they wish to retain. *Will require a Vote. Council may elect to instruct the Town Manager or Clerk/Treasurer to sign on behalf of the Town.*
 - 1. Baird Financial
 - 2. Crews & Associates
- D. **Budget Discussion** – Clerk/Treasurer and Assistant Town Manager will lead a discussion with the Council to finalize the 2025 Budget and tie up any loose ends from our discussions on 10/2/24. *May require a Vote depending on changes.*
- E. **Resolution 16-2024: Fiscal Plan for Annexation** – Town Planner will present a fiscal study for the annexation of the Stultz property located at 501 Sycamore Lane as outlined in Ordinance 21-2024. *Will require a Vote.*
- F. **Ordinance 21-2024: Request for Super-Voluntary Annexation (Adoption)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 501 Sycamore Lane. The petitioners are Bubba & Amy Stultz. A timeline of the annexation process has been included in the packet. This is up for adoption tonight. *Will require a Vote.*
- G. **Resolution 17-2024: Fiscal Plan for Annexation** – Town Planner will present a fiscal study for the annexation of the Witte property located at 556 Sycamore Lane as outlined in Ordinance 22-2024. *Will require a Vote.*
- H. **Ordinance 22-2024: Request for Super-Voluntary Annexation (Adoption)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 556 Sycamore Lane. The petitioners are Larry and Kathy Witte. A timeline of the annexation process has been included in the packet. This is up for adoption tonight. *Will require a Vote.*
- I. **Ordinance 24-2024: Request for Super-Voluntary Annexation (Public Hearing)** – Town Planner will present a request for Super-Voluntary Annexation of the property located on the west side of CR 300 E, 0.64 miles south of U.S. 36. The petitioner is the Board of Hendricks County Commissioners. A timeline of the annexation process has been included in the packet. This is a public hearing. *Will require public hearing to be gavelled open – comments taken – public hearing to be gavelled closed. Requires no further action.*
- J. **Ordinance 25-2024: Request for Super-Voluntary Annexation (Public Hearing)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 577 N C.R. 50 E. The petitioners are Olivia & Gabriel Seigny/Karen & Ed Lewis/Amanda Babinec. A timeline of the annexation process has been included in the packet. This is a public hearing. *Will require public hearing to be gavelled open – public comments taken – public hearing to be gavelled closed. Requires no further action.*
- K. **Ordinance 27-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 1150 Money Lane. The petitioners are Michael J. and Katrina S. Stultz. A timeline of the annexation process has been included in the packet. This is up for introduction only tonight. *Requires no further action.*
- L. **Ordinance 28-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 2949 East Main Street. The petitioner is Tony Presley. A timeline of the annexation process has been included in the packet. This is up for introduction only tonight. *Requires no further action.*
- M. **Ordinance 26-2024: 2025 Budget (Adoption)** – Clerk/Treasurer will present an ordinance outlining the 2025 Budget for the Town of Danville. This is up for adoption tonight. *Will require a Vote.*
- N. **Capital Expenditure Request: New Pick-Up Truck** – Public Works Superintendent will present a request to expend funds on a new Pick-Up truck to replace an older one in fleet. *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



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October 8, 2024

Town of Danville, Indiana
Ms. Carrie Lofton, Clerk-Treasurer
49 North Wayne Street
Danville, IN 46122

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by Town of Danville, Indiana (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under IC 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

Ms. Carrie Lofton, Clerk-Treasurer
Town of Danville, Indiana

October 8, 2024
Page 5

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

Ms. Carrie Lofton, Clerk-Treasurer
Town of Danville, Indiana

October 8, 2024
Page 6

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Heidi L. Amspaugh, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: Debt Issuance, Continuing Disclosure – 2024 General Obligation Bonds

DATE: October 8, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Danville, Indiana (the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

SCOPE OF WORK

BTMA agrees to furnish and perform the following services for the Client.

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.



5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

BTAG agrees to furnish and perform the following services for the Client.

C. Continuing Disclosure Services

BTAG will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations (CDU) that the Client will execute upon settlement. Annually, the Firm will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTAG shall do the following:

1. Preparation and filing of annual reporting

The Client will provide BTAG with the executed CDU, including any master or supplemental CDUs.

BTAG will:

- a. Identify the Client's reporting obligations, assist, as needed, with any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
- c. Provide additional reporting to purchasers, as set forth in bond related agreements; and
- d. If not filed at the time of the annual report, file the audit as set forth in the CDU.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTAG will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTAG as soon as possible when they believe a reportable event has or may have occurred to enable BTAG to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTAG of the potential occurrence of a Reportable Event.

3. Compliance Check

- a) At the time that BTAG conducts services annually under item 1, BTAG will update the compliance check.
- b) If a deficiency is found and the bonds remain outstanding at the time of BTAG's compliance check, BTAG will prepare any necessary reporting or notices to meet the CDU obligations. BTAG will provide the Client with documentation that the EMMA filing has occurred.

4. Other post issuance services (Upon Request)

If requested, BTAG will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, rating surveillance support, and debt management.

Client agrees to provide BTAG with the audit and accurate information with respect to the annual report in a timely manner and to fully disclose to BTAG any Reportable Events as they occur.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed as follows:

Scope Section(s)	Fee	Not to Exceed
A – B	Time and Expense*	\$35,000
C	Time and Expense*	

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, budgeting, continuing disclosure, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Heidi L. Amspaugh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



September 13, 2024

Members of the Danville Town Council
49 North Wayne Street
Danville, IN 46122

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

Re: Proposed Property Tax Bonds

Dear Members of the Town Council,

Per your request, we have prepared this financing analysis to assist you in the discussion and consideration of the issuance of property tax bonds. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page

2	Historical Net Assessed Values and Tax Rates of the Town
3	Town Debt Limit
4	Controlled Project and Referendum Threshold Calculation
5	Illustrative Sources and Uses
6	Illustrative Amortization of \$8,330,000* Principal Amount of Ad Valorem Property Tax Lease Rental Bonds, Series 2024

*Preliminary, subject to change.

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC



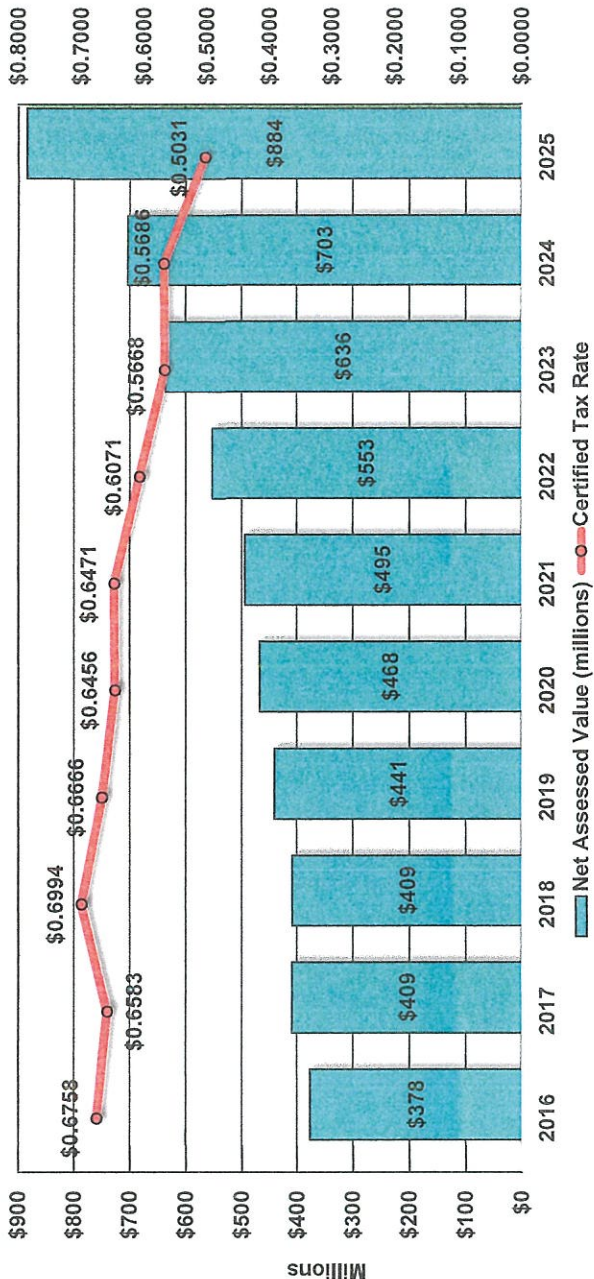
Heidi L. Amspaugh, Principal

TOWN OF DANVILLE, INDIANA

Proposed Property Tax Financing

HISTORICAL NET ASSESSED VALUES AND TAX RATES OF THE TOWN (1)

Year	Net Assessed Value	% Change	Town Tax Rate	% Change	Town of Danville Taxing District Tax Rate Total	% Change
			(2)		(3)	
2016	\$377,564,180		\$0.6758		\$2.4602	
2017	409,223,779	8.39%	0.6583	-2.59%	2.4561	-0.17%
2018	408,639,840	-0.14%	0.6994	6.24%	2.6497	7.88%
2019	441,230,392	7.98%	0.6666	-4.69%	2.4478	-7.62%
2020	468,402,812	6.16%	0.6456	-3.15%	2.4234	-1.00%
2021	494,860,711	5.65%	0.6471	0.23%	2.4065	-0.70%
2022	552,943,503	11.74%	0.6071	-6.18%	2.3683	-1.59%
2023	636,319,894	15.08%	0.5668	-6.64%	2.2849	-3.52%
2024	703,408,942	10.54%	0.5686	0.32%	2.2046	-3.51%
2025	884,008,107	25.67%	0.5031 (4)	-11.52%		



(1) Based on historical information, per the Department of Local Government Finance.
(2) Represents the Town of Danville taxing unit certified tax rate.
(3) Represents the total certified tax rate for the Town of Danville (003) taxing district.
(4) Represents the illustrative 2025 Town of Danville tax rate assuming the maximum levy growth appeal is successful.

(Subject to the attached letter dated September 13, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

TOWN OF DANVILLE, INDIANA

Proposed Property Tax Financing

TOWN DEBT LIMIT

Net assessed value (1)	\$884,008,107
Times 2% debt limit	<u>2%</u>
Subtotal	17,680,162
Divided by 3	<u>3</u>
Town Debt limit	5,893,387
Less: Outstanding debt service subject to debt limit (2):	<u>(2,393,000)</u>
Available Town debt limit	<u><u>\$3,500,387</u></u>

- (1) Represents the Pay 2025 Certified Net Assessed Valuation of the Town per the Indiana Gateway CNAV Report.
- (2) Represents the outstanding principal amounts of the Park Bonds of 2014 and the General Obligation Bonds of 2023, as of September 13, 2024.

(Subject to the attached letter dated September 13, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

TOWN OF DANVILLE, INDIANA

Proposed Property Tax Financing

CONTROLLED PROJECT AND REFERENDUM THRESHOLD CALCULATION (1)

Controlled Project Threshold

Pay 2024 Gross Assessed Value (1)	\$1,192,665,220
Lesser of: (2)	
\$6,350,466	6,350,466
1% of Gross Assessed Value	<u>11,926,652</u>
Controlled Project Threshold	<u><u>\$6,350,466</u></u>

Referendum Threshold

Pay 2024 Gross Assessed Value (1)	\$1,192,665,220
Lesser of: (3)	
\$19,051,397	19,051,397
1% of Gross Assessed Value	<u>11,926,652</u>
Referendum threshold	<u><u>\$11,926,652</u></u>

- (1) Per the Department of Local Government Finance.
- (2) A project is subject to petition/remonstrance if the project cost is more than the lesser of
(a) 1% of the City's gross assessed value or (b) \$6,350,466.
- (3) A project is subject to the referendum process if the project cost is more than the lesser
of (a) 1% of the Town's gross assessed value or (b) \$19,051,397.

(Subject to the attached letter dated September 13, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

TOWN OF DANVILLE, INDIANA

Proposed Property Tax Financing

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:

Net proceeds available for Projects (1)	\$8,195,000
Allowance for Bond Bank Fee	35,000
Allowance for bond issuance costs and contingencies	<u>100,000</u>
Total Illustrative Project Costs	<u><u>\$8,330,000</u></u>

Illustrative Project Funding:

Illustrative Ad Valorem Property Tax	
Lease Rental Bonds, Series 2024	<u><u>\$8,330,000</u></u>

- (1) Represents Bond proceeds, net of issuance costs, that will be available for capital expenditures related to the Project.

(Subject to the attached letter dated September 13, 2024)

(Preliminary - Subject to Change)

(For Internal Use Only)

TOWN OF DANVILLE, INDIANA

Proposed Property Tax Financing

**ILLUSTRATIVE AMORTIZATION OF \$8,330,000* PRINCIPAL AMOUNT OF
AD VALOREM PROPERTY TAX LEASE RENTAL BONDS, SERIES 2024**
Assumes Bonds dated December 19, 2024

Bond Payment Date	Principal Outstanding*	Principal*	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Bond Year Debt Service	Illustrative Lease Rentals (2)	Illustrative Debt Service Tax Rate (3)
06/30/25	\$8,330,000	\$140,000	3.73%	\$173,188	\$313,188			
12/31/25	8,190,000	155,000	3.73%	160,603	315,603	\$628,791	\$634,000	\$0.0681
06/30/26	8,035,000	155,000	3.73%	157,712	312,712			
12/31/26	7,880,000	165,000	3.73%	154,821	319,821	632,533	638,000	0.0686
06/30/27	7,715,000	165,000	3.73%	151,744	316,744			
12/31/27	7,550,000	165,000	3.73%	148,667	313,667	630,411	636,000	0.0683
06/30/28	7,385,000	170,000	3.73%	145,590	315,590			
12/31/28	7,215,000	170,000	3.73%	142,419	312,419	628,009	634,000	0.0681
06/30/29	7,045,000	175,000	3.73%	139,249	314,249			
12/31/29	6,870,000	180,000	3.73%	135,985	315,985	630,233	636,000	0.0683
06/30/30	6,690,000	185,000	3.73%	132,628	317,628			
12/31/30	6,505,000	185,000	3.73%	129,178	314,178	631,805	637,000	0.0685
06/30/31	6,320,000	190,000	3.73%	125,727	315,727			
12/31/31	6,130,000	195,000	3.73%	122,184	317,184	632,911	638,000	0.0686
06/30/32	5,935,000	195,000	3.73%	118,547	313,547			
12/31/32	5,740,000	200,000	3.73%	114,910	314,910	628,457	634,000	0.0681
06/30/33	5,540,000	205,000	3.73%	111,180	316,180			
12/31/33	5,335,000	205,000	3.73%	107,357	312,357	628,537	634,000	0.0681
06/30/34	5,130,000	210,000	3.73%	103,534	313,534			
12/31/34	4,920,000	215,000	3.94%	99,617	314,617	628,151	634,000	0.0681
06/30/35	4,705,000	220,000	3.94%	95,382	315,382			
12/31/35	4,485,000	225,000	3.94%	91,048	316,048	631,430	637,000	0.0685
06/30/36	4,260,000	225,000	3.94%	86,615	311,615			
12/31/36	4,035,000	235,000	3.94%	82,183	317,183	628,798	634,000	0.0681
06/30/37	3,800,000	240,000	3.94%	77,553	317,553			
12/31/37	3,560,000	240,000	3.94%	72,825	312,825	630,379	636,000	0.0683
06/30/38	3,320,000	245,000	3.94%	68,097	313,097			
12/31/38	3,075,000	255,000	3.94%	63,271	318,271	631,368	637,000	0.0685
06/30/39	2,820,000	255,000	3.94%	58,247	313,247			
12/31/39	2,565,000	265,000	4.15%	53,224	318,224	631,471	637,000	0.0685
06/30/40	2,300,000	265,000	4.15%	47,725	312,725			
12/31/40	2,035,000	275,000	4.15%	42,226	317,226	629,951	635,000	0.0682
06/30/41	1,760,000	280,000	4.15%	36,520	316,520			
12/31/41	1,480,000	285,000	4.15%	30,710	315,710	632,230	638,000	0.0686
06/30/42	1,195,000	290,000	4.15%	24,796	314,796			
12/31/42	905,000	295,000	4.15%	18,779	313,779	628,575	634,000	0.0681
06/30/43	610,000	300,000	4.15%	12,658	312,658			
12/31/43	310,000	310,000	4.15%	6,433	316,433	629,090	635,000	0.0682
Totals		<u>\$8,330,000</u>		<u>\$3,643,130</u>	<u>\$11,973,130</u>	<u>\$11,973,130</u>	<u>\$12,078,000</u>	

(1) Represents the current indicative rate from the Indiana Bond Bank, plus 0.30%, as of September 2, 2024. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that may be material.

(2) Represents the annual debt service payments rounded up to the next \$1,000 plus \$5,000 for the trustee and administrative fee.

(3) Represents the illustrative tax rate required if the illustrative Debt Service is paid from property taxes. Assumes license excise/financial institutions factor of 5%, with 95% payable from a property tax levy. Tax rate impact is shown per \$100 of net assessed value. The Pay 2025 certified net assessed value rate impact is shown per \$100 of net assessed value. The Pay 2025 certified net assessed value for the Town of Danville is \$884,008,107.

* Preliminary, subject to change.

(Subject to the attached letter dated September 13, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)



Mark Morgan, Town Manager
Town of Danville
49 N. Wayne St.
Danville, IN 46122

October 4, 2024

Reedy Financial Group, PC ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to the **Town of Danville** (the "Client") in connection with the potential issuance of **2024 General Obligation Bonds** (the "Project"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagements as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

1. Scope of Services.

(a) ***Services to be provided.*** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the computations of various debt capacity computations as set forth in **Appendix A** (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any computation or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

3. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

(a) **Fees and expenses.** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor along with expenses incurred in preliminary preparation of the issue, in connection with any services provided hereunder shall be reimbursed, as set forth below:

In the event the Client elects not to move forward with the Project at any given point, the Municipal Advisor will charge based on hours billed and at the rates outlined as follows:

(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to

be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

6. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Indiana and the United States of America. The parties agree to submit to the exclusive jurisdiction and venue of the state courts serving Jackson County, Indiana, and the federal courts serving the Southern District of Indiana for any action arising out of, connected with, related to or incidental to the relationship established in connection with this Agreement, and each party expressly waives any objections to jurisdiction or venue in such courts.

7. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

8. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

9. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

10. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

Mark Morgan, Town of Danville Town Manager

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Reedy Financial Group, PC

By: _____
Title: Partner

ACCEPTED AND AGREED:

Mark Morgan, Town of Danville Town Manager

By: _____

APPENDIX A – SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of Client's municipal securities (the "Issue").

Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue in carrying out this engagement, as directed by Client.

Provide some or all of the following services with respect to Client's new Issue:

1. Evaluate options or alternatives with respect to the proposed new Issue
2. Review recommendations made by other parties to Client with respect to the new Issue
3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
5. Assist Client in establishing a plan of financing
6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
7. Prepare the financing schedule
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
10. Attend meetings of Client's governing body, as requested
11. Advise Client on the manner of sale of the Issue
12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement or other offering documents
13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
16. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
17. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
18. In a negotiated sale, assist Client in the selection of underwriters
19. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
20. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase

21. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
22. Review required underwriter disclosures to Client
23. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, etc.) to work on the Issue
24. Respond to questions from bidders, underwriters or potential investors
25. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
26. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
27. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
28. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
29. Provide such other usual and customary financial advisory services as may be requested by Client

**DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

This Disclosure Statement is provided by Reedy Financial Group, PC ("Municipal Advisor") to the **Town of Danville** (the "Client") in connection with the Municipal Advisor Engagement Letter dated **October 4, 2024** (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest - Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations - As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interest of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interest, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interest of various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationship would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.

PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at: <https://www.sec.gov/edgar/browse/?CIK=1623997>

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART C – Other Information for Municipal Advisory Clients

RFG is a Municipal Advisory firm, registered with both the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). As such, after the establishment of a municipal advisory relationship RFG must provide the website address for the MSRB and a link to an online brochure on educational information for municipal advisory clients from the MSRB.

- <https://www.msrb.org/>
- <https://www.msrb.org/-/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?>

Dated: **October 4, 2024**

Ms. Carrie Lofton, Clerk-Treasurer
Mr. Mark Morgan, Town Manager
Town of Danville
49 N Wayne Street
Danville, IN 46122
Dear Ms. Lofton:

October 9, 2024

We are pleased to confirm our understanding of the services we are to provide for the Town of Danville in connection with the proposed issuance of General Obligation Bonds of 2024 (the "Bonds").

In our role as Municipal Advisors for this engagement, we will provide some, or all, of the following services to determine suitability of the bond offering for the Town of Danville (the "Town"):

- a. Evaluate options or alternatives with respect to the new Bonds.
- b. Review financial and other information regarding the Town, the proposed Bonds and any source of repayment of or security for the Bonds.
- c. Assist Town in establishing the structure, timing, terms and other similar matter concerning the Bonds.
- d. Consult and meet with representatives of the Town and its agents or consultants with respect to the Bonds.
- e. Advise the Town on the manner of the sale of the Bonds. If a negotiated sale is pursued, coordinate the selection process for underwriters/placement agents.
- f. Assist in the gathering of information with respect to financial, statistical and factual information relating to the Town in connection with the preparation of the offering documents and the coordination of the bond sale.
- g. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Bonds.
- h. Respond to questions from bidders, underwriters or potential investors.
- i. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Town and other documents necessary to finalize and close the Bonds.
- j. Prepare a closing memorandum or transaction summary, together with general guidance for the Town with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service.
- k. Assist with required updates on the DLGF Gateway Debt Management module with respect to the Bonds.
- l. Provide such other usual and customary financial advisory services as may be requested by the Town.

- m. Assist in preparation and/or review of the offering documents.
- n. In a competitive sale, assist Town in collecting and analyzing bids and with the selection of a winning bidder. In a negotiated sale, advise the Town with respect to recommendations made by the underwriters/placement agents and other interactions between the Town and the underwriters.

Municipal Advisor's Regulatory Duties

MSRB Rule G-42 requires that the Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Town's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Town. The rule also requires that the Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the Town and the authority of each person acting on the Town's behalf.

MSRB Rule G-42 also requires that municipal advisors provide to their clients, disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist by the municipal advisor, municipal advisors are required to provide a written statement to that effect. Compensation and other municipal advisor relationships could potentially be conflicts of interest under the Rule. As general mitigations of the Municipal Advisors conflicts, we mitigate such conflicts through an adherence to the fiduciary duty to our Clients, which includes a duty of loyalty to our Clients in performing all municipal advisory activities. This duty of loyalty obligates us to deal honestly and with the utmost good faith and to act in our Client's best interests without regard to our financial or other interests.

Compensation based conflicts: Fees in this agreement are based upon a range. The amount is usually based upon an analysis of the expected duration and complexity of the scope of services to be performed. This form of compensation presents a potential conflict of interest because, if the scope of services requires more work than originally contemplated, the Municipal Advisor may suffer a loss. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Municipal Advisor Relationships: We serve a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interest of our Clients. This conflict of interest is mitigated by the general mitigations described above.

The Town agrees to cooperate, and to cause its agents to cooperate, with the Municipal Advisor in carrying out these regulatory duties, including providing to the Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Town agrees that, to the extent the Town seeks to have the Municipal Advisor provide advice with regard to any recommendation made by

a third party, the Town will provide to the Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

MSRB Rule G-42 requires that municipal advisors provide, to their clients, certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, we have set out below required disclosures and related information in connection with such disclosures.

I. *Material Legal or Disciplinary Event.* There are no legal or disciplinary events that are material to the evaluation of our Firm, or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. *How to Access Form MA and Form MA-I Filings.* The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany &CIK=0001621113](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001621113).

III. *Most Recent Changes in Legal or Disciplinary Event Disclosures.* The Firm has not made any material or disciplinary event disclosure on Form MA or any Form MA-I filed with the SEC.

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflict of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of this agreement.

MSRB Rule G-10 requires that municipal advisors notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm provides the required information below.

The Firm is registered as a Municipal Advisor with the Securities Exchange Commission (867-00766) and the Municipal Securities Rulemaking Board (K0378).

The website address for the Municipal Securities Rulemaking Board is www.msrb.org. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

Our Responsibilities

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial projections without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the projections in order

for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to and will not verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial projections.

Our engagement cannot be relied upon to identify or disclose any financial reporting misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial information in accordance with the accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial information.
2. The preparation and fair presentation of financial information in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
3. To ensure that the organization complies with the laws and regulations applicable to its activities.
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

5. To provide us with:
 - a. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial information, such as records, documentation, and other matters.
 - b. Additional information that we may request from you for the purpose of the compilation engagement.
 - c. Unrestricted access to persons within the organization of whom we determine it necessary to make inquiries.
6. Including our compilation report in any document containing financial information that indicates that we have performed a compilation engagement on such financial information and, prior to the inclusion of the report, to as our permission to do so.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial projections and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial projections, we will not issue a report on such financial information as a result of this engagement.

Other Relevant Information

Jarrold Hall is the engagement partner and is responsible for supervision of the engagement and signing the report or authorizing another individual to sign it.

We certify that there is no direct or indirect compensation made to any individuals at O.W. Krohn and Associates LLP as a result of participation in this engagement. Further, we certify that there are no known conflicts of interest with respect to our participation on this engagement. To ensure that O.W. Krohn and Associates' independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our invoices for professional services will be based upon hourly time charges and out of pocket expenses. Hourly time charges will fall within a range of \$100 to \$280 per hour, depending upon the level of experience necessary for the various tasks to be performed. Total fees for this engagement are estimated to range from \$25,000 to \$35,000.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

O. W. Krohn & Associates, LLP

By: *Jarrold Hall*

Name: Jarrod Hall

Title: Partner

Acknowledged:
Town of Danville, Indiana

Ms. Carrie Lofton, Clerk-Treasurer

Date

October 4, 2024

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

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole/senior bookrunning managing underwriter or placement agent for the Town of Danville, Indiana (“you” or the “Issuer”) on its proposed offering and issuance of approximately \$2,800,000* General Obligation Bonds, Series 2024 (or other designations, security structure or transaction format, issued in one of multiple series, including issuance of Bond Anticipation Notes, as applicable) (the “Securities”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement or placement agreement or term sheet to be entered into by the parties (the “Agreement”) if and when the Securities are priced following successful completion of the offering or placement process. The Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities.

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

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

Robert W. Baird & Co.
10 West Market Street
Indianapolis, IN 46204
Main 317-578-4725

www.rwbaird.com

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

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

2. Fees and Expenses. If Baird is acting as underwriter, Baird's proposed underwriting fee is estimated to be 0.650% of the principal or par amount of the Securities issued. If underwriting, the underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. If Baird is acting as a placement agent, Baird's placement agent fee is estimated to be 0.650% of the principal or par amount of the Securities. This estimate contemplates an issuance in the investment grade rating category.

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

If Baird's efforts to undertake underwriting of the Securities exceeds the scope initially estimated, the Issuer agrees to engage in best efforts negotiation with Baird for fair adjustment of Baird's underwriting or placement agent fee/spread. An undertaking involving a higher level of credit risk may require a higher underwriting fee/spread or placement agent fee – Baird will communicate the nature of such compensation at the time the undertaking is identified.

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

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

- Disclosures Concerning the Underwriter's or Placement Agent's Role:
 - MSRB Rule G-17 requires an underwriter or placement agent to deal fairly at all times with both issuers and investors.
 - An underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. A placement agent's primary role is to place or facilitate or arrange for the placement of the Securities by the Issuer and for the benefit of the Obligor with one or more purchasers in an arm's length commercial transaction. An underwriter or placement agent has financial and other interests that differ from those of the Issuer and Obligor.

- o Unlike a municipal advisor, an underwriter or placement agent does not have a fiduciary duty to the Issuer or Obligor under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- o The Issuer and/or Obligor may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's and/or Obligor's interest in this transaction.
- o An underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, and, if all of the conditions to its obligations for the placement of the Securities have been satisfied, a placement agent has a duty to facilitate or arrange for the placement of the Securities at a fair and reasonable price to the Issuer and Obligor, but in each case an underwriter or placement agent must balance that duty with its duty to sell or arrange for the sale of the Securities to investors at prices that are fair and reasonable.
- o A placement agent is not required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to facilitate or arrange for the sale of the Securities to one or more purchasers, each of which is a "qualified institutional buyer" or an "accredited investor," as defined in the Securities Act of 1933.
- o An underwriter or placement agent will review the official statement, private placement memorandum or other offering documents for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:

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

- Baird-Specific Conflicts of Interest Disclosures:

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

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

- Disclosures of Material Financial Characteristics and Material Financial Risks.

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

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering or placement, which shall be deemed to include all separately identified projects contained under the scope of this letter. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty.

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

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

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

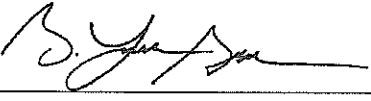
If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer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

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

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

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Landon Boehm, Managing Director

Accepted this ____ day of _____, 20__

TOWN OF DANVILLE, INDIANA

By: _____

Title: _____

**Disclosures of Material Financial Characteristics
and Financial Risks of Proposed Offering of General Obligation Bonds**

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

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

Financial Characteristics

The Securities will be general obligations of the Issuer. The Issuer’s full faith and credit and unlimited taxing powers will be pledged to the payment of principal of and interest on the Securities when due. Under current law, taxes may be levied by the Issuer on all taxable property in the county without limitation as to rate or amount.

Maturity and Interest. The Securities are interest-bearing debt securities that the Issuer will issue. Maturity dates for the Securities will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. The state may impose limitations on the final maturity date. At each maturity, the scheduled principal or par amount of the Securities will have to be repaid.

The Securities will pay fixed rates of interest typically semi-annually on scheduled payment dates. The interest rates to be paid on the Securities may differ for each series or maturity date of the Securities. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Securities. Securities with longer maturity dates will have interest rates that are greater than securities with shorter maturity dates.

Redemption. The Securities may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Securities on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. The Securities will be subject to optional redemption only after the passage of a specified period of time, to be negotiated with investors and reflected in the official statement. The amount and maturities of the Securities to be redeemed will be selected by the Issuer. The redemption price will be equal to 100% of the principal amount being redeemed, plus accrued interest. The Issuer will be required to send out a notice of optional redemption to the holders

of the Securities at a certain period of time prior to the redemption date.

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

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

Tax Status. If the Securities are tax-exempt, counsel will provide an opinion that the interest on the Securities will be excluded from gross income for federal income tax purposes. If the Securities (or a portion thereof) are taxable, interest on the Securities will be included in gross income for federal and state income tax purposes.

Security

The Securities are general obligations of the Issuer. “General obligations” are debt securities to which your full faith and credit is pledged to pay principal and interest when due. The basic security for payment of the Securities is the requirement that the Issuer levy ad valorem (property) taxes, which taxes are unlimited as to rate and amount, as needed to pay the debt service on the Securities. The Issuer’s full faith and credit pledge also means that other funds of the Issuer may be used to pay debt service, except if such funds are prohibited from use by state or federal law or specifically limited to another use.

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

Financial Risk Considerations

Certain risks may arise in connection with your issuance of the Securities, including some or all of the following:

Issuer Default Risk

You may be in default if the funds pledged to secure the Securities are not sufficient to pay debt service on the Securities when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the Securities may be able to exercise a range of available remedies against you. For example, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the Securities. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to

consider available alternatives under state law, including bankruptcy or receivership. Bond holders will also have the right of mandamus or other actions to require you to levy, collect and apply taxes to pay principal and interest on the Securities.

The State of Indiana may impose debt and/or revenue limits on the Issuer. The Issuer's payment of debt service on the Securities may be subject to such limits.

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

Redemption Risk

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

Refinancing Risk

If your financing plan contemplates refinancing some or all of the Securities at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those Securities when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the Securities to take advantage of lower interest rates.

Reinvestment Risk

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

Tax Compliance Risk (applicable if the Securities are tax-exempt bonds)

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

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

Continuing Disclosure Risk.

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

October 11, 2024

Mr. Mark Morgan, CMO
Town Manager
Town of Danville
49 N Wayne Street
Danville, Indiana 46122

Re: **Disclosures by Underwriter**
Pursuant to MSRB Rules G-17 & G-23

Town of Danville, Indiana
General Obligation Bonds of 2024

Dear Mark:

The Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") enacted regulations on the financial industry in July 2014. Under these and existing regulations, Crews & Associates Inc. ("Crews") is prevented from providing its clients certain information related to a municipal debt financing without first providing required disclosures and having acknowledgement of a preliminary engagement letter. As such, Crews provides Tell City, Indiana ("Issuer/Obligated Party") this preliminary engagement letter and proposes to serve as underwriter in connection to the issuance of the above captioned debt ("Debt"). If engaged as underwriter by acknowledgement of this letter, Crews may provide advice concerning the structure, timing, terms, and other similar matters regarding the issuance of the Debt. **This preliminary engagement letter is subject to: formal approval by the appropriate boards and authorities; the finalized structure of the Debt; and the execution of a mutually agreed upon purchase agreement. This engagement letter is preliminary in nature, nonbinding, and may be terminated by the Issuer/Obligated Party or Crews at any time prior to the Debt being issued without any fees being owed by the Issuer/Obligated Party.**

The MSRB further requires Crews to provide you with certain disclosures, particularly in distinguishing our proposed role as underwriter in connection with the Debt, and therefore, not a financial advisor or municipal advisor. The primary role of an underwriter, as distinguished from a financial advisor or municipal advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction with an Issuer/Obligated Party.

I. Disclosures Concerning the Underwriter's Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) the underwriter's primary role is to purchase the Debt with a view to distribution in an arm's-length commercial transaction with the Issuer/Obligated Party. Underwriters have financial and other interests that differ from those of the Issuer/Obligated Party.
- (iii) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer/Obligated Party under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer/Obligated Party to the exclusion of their own financial or other interests.
- (iv) the issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interests in the transaction.

- (v) the underwriter has a duty to purchase debt from the Issuer/Obligated Party at a fair and reasonable price, but must balance that duty with its duty to sell the debt to investors at prices that are fair and reasonable.
- (vi) the underwriter will review the official statement for the Debt in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of each transaction.

In the event Crews is serving as the senior Managing Underwriter, it is providing this letter on behalf of the other underwriters in the syndicate for the Debt. You may also receive additional separate disclosures letters from one or more co-underwriters, if any, for the Debt. Crews makes no representations with respect to any conflict disclosures provided, or required to be made to you as the Issuer / Obligated Party, by any of the other underwriters pursuant to MSRB Rule G-17 or otherwise.

II. Disclosures Concerning the Underwriter's Compensation:

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

III. Additional Conflicts Disclosures:

Crews, its Parent Company, and its Affiliates comprise a full service Broker Dealer Securities firm and Commercial Bank. Crews et-al are involved in a wide range of securities transactions, relationships and financial services that from time to time involve interests that may differ from those of the Issuer or Obligor. In the normal course of its business dealings Crews et-al may (a) hold long or short positions in securities of the Issuer and through employees who do not possess non-public information relating to the particular issue relating to this letter (b) may trade or affect transactions for its own account or for the accounts of its customers in securities of the Issuer and (c) may at any time pursue or arrange or provide financing or other transaction services to other prospective participants or to other issuers. Crews acts and may be acting or act in the future, as an underwriter, placement agent, municipal financial adviser, investment banker, broker dealer, investor, or in other capacities for other clients who wish to pursue financing transactions. Crews also may contact the same potential investors or transaction counterparties on behalf of multiple persons or entities. Crews has no specific obligation to disclose to the Issuer any of such interests, transactions, activities or financial services.

IV. Dealer Specific Disclosures:

Crews has not identified any additional potential or actual dealer specific material conflicts that require disclosure. However, if any conflict arises, additional disclosure will be made at that time.

V. Transaction Specific Disclosures:

Crews has not identified any additional potential or actual dealer specific material conflicts that require disclosure. However, if any conflict arises, additional disclosure will be made at that time.

VI. Disclosures Concerning Municipal Fixed Rate Securities Financing:

Crews anticipates the Issuer/Obligated Party to pursue a fixed rate financing structure. Therefore it has attached a description of the material financial characteristics of a fixed rate bond financing and a description of the material financial risks of the financing that are known or reasonably foreseeable at this time.

We are required to seek your acknowledgement of this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this engagement letter to me at the address set forth below. It is our understanding that you have the authority, subject to the official approval by the appropriate Board or Committee, to execute this engagement letter with us and are not a party to any conflict of interest relating to the Debt. If our understanding is incorrect, or if you or any other parties have questions or concerns about these disclosures, please notify the undersigned immediately.

Sincerely,



Susan Reed
Crews & Associates, Inc.
3815 River Crossing Parkway #100
Indianapolis, IN 46240

ACKNOWLEDGED on this _____ day of _____ 2024 by
Danville, Indiana

By:

Mr. Mark Morgan, Town Manager

Fixed Rate Bonds

The following is a general description of the material aspects and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of

debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

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

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

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

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

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

Redemption Risk Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

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

This description is only a brief summary of issues relating to tax compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the tax implications of issuing the bonds.

Future Financing Risk and Covenant Compliance Your ability to issue additional bonds prior to maturity may be limited, depending on the terms of any financial covenants included in your financing plan. In the event you do not meet financial covenants in the future prior to maturity, such as debt service coverage ratios, you may be prohibited from issuing additional bonds under terms, conditions, or security that you might desire. In addition, you may be required to implement increases in fees charged to your customers in order to comply with the terms of specific rate covenants included in your financing plan.

This description is only a brief summary of issues relating to future financing risk and covenant compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the covenants and other conditions of issuing the bonds and additional bonds.

RESOLUTION NO. 16-2024

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

**Bubba & Amy Stultz
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 "Bubba & Amy Stultz" Super-Voluntary Annexation" proposed by Ordinance 21-2024.

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 16th day of October 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
BUBBA & AMY STULTZ
SUPER-VOLUNTARY ANNEXATION**

**ANNEXATION FISCAL PLAN
FOR THE
TOWN OF DANVILLE, INDIANA
*WITTE & STULTZ PROPERTIES***

SEPTEMBER 5, 2024

Prepared by:

KROHN
— ASSOCIATES —
CPAS AND CONSULTANTS

INTRODUCTION

The following fiscal plan (the "Fiscal Plan") is for the proposed super voluntary annexation of three parcels to the north side of the existing corporate limits of the Town (the "Annexation Area"). The Annexation Area is adjacent to the Town of Danville (the "Town"). The requirements of the Indiana Code mandate the development and adoption of a written Fiscal Plan and the establishment of a definite policy by resolution of the Town Council. Pursuant to Indiana Code Section 36-4-3-13(d), the Fiscal Plan will include the following:

1. The cost estimates of planned services to be furnished to the territory to be annexed;
2. The method or methods of financing the planned services;
3. The plan for the organization and extension of services;
4. That 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 annexed territory within one (1) year after the effective date of annexation and that they 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 similar topography, patterns of land use, and population density;
5. That services of capital improvement nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, 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 similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures and planning criteria;
6. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies for four (4) years after the effective date of the annexation;
7. The estimated effect the proposed annexation will have on municipal finances for four (4) years after the effective date of the annexation; and
8. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.

INTRODUCTION

(Cont'd)

9. A list of all parcels of property in the annexation territory and the following information regarding each parcel:

- The name of the owner of the parcel;
- The parcel identification number;
- The most recent assessed value of the parcel; and
- The existence of known waiver of the right to remonstrate on the parcel.

This Fiscal Plan may include additional materials in connection with the foregoing. This Fiscal Plan was developed through the cooperative efforts of the Town's various administrative staff, consulting engineer, attorney and O.W. Krohn & Associates LLP. This Fiscal Plan is the result of an analysis of the proposed Annexation Area.

The Annexation Area is contiguous to the Town for purposes of Indiana Code 36-4-3-1.5, and there is a written Fiscal Plan, herein provided, that has been approved by the Town Council.

AREA DESCRIPTION

Location, Area Size and Contiguity

The proposed Annexation Area is located on the north side of the existing corporate boundaries of the Town. A legal description is included with the Annexation Resolution and as part of Appendix I herein. The Annexation Area totals approximately 3.08 acres. At least 1/8th of the external boundaries of the Annexation Area are contiguous to the existing corporate boundaries of the Town.

Current Land Use

The Annexation Area consists of residential land and currently has two occupied residential properties.

Zoning

The existing zoning for the parcels is Single Family Residential. The proposed zoning for the Annexation Area is to remain Single Family Residential.

Current Population

The estimated current population of the Annexation Area is 4, as there are two occupied homes within the Annexation Area.

Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$765,500. This represents the assessed value as of January 1, 2024, for taxes payable in 2025.

Plan for the Area

The plan for the Annexation Area is for the current homeowners to have access to Town utility services.

NON-CAPITAL SERVICES

The current standard and scope of non-capital services being delivered within the Town and the Annexation Area were evaluated by each municipal department to determine the personnel and equipment necessary to provide such non-capital services in a manner equivalent in standard and scope to the services that are currently provided within the existing Town's municipal boundary.

The Town will provide all non-capital services to the Annexation Area within one (1) year after the effective date of annexation regardless of topography, patterns of land use, and population density.

Police Protection

The Town operates and maintains a Police Department. The Annexation Area is already serviced by the Danville Police Department. No incremental costs are anticipated.

Fire Protection and Emergency Medical Services

The Town operates and maintains a Fire Department and EMS services. The Annexation Area is already serviced by the Danville Fire Department and EMS services. No incremental costs are anticipated.

Street Maintenance

The Annexation Area is currently three parcels with no roads running through the land. All non-capital services of the Danville Street Department will be made available in the Annexation Area within one (1) year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town. The plan for the Annexation Area does not include the addition of any new streets. Therefore, the annexation should have no impact on street maintenance within the Town's current budget.

Trash Collection and Recycling

The Town and the Annexation Area currently do not have trash collection services. If trash and recycling services become available in the future, the Annexation Area will receive the same service as the residents of the Town.

NON-CAPITAL SERVICES

(Continued)

Street Lighting

The Annexation Area does not currently have any streetlights. The Town of Danville maintains some public streetlights within the corporate boundaries of the Town. The plan for the Annexation Area does not currently include the installation of streetlights. Therefore, there will be no additional costs to the Town for maintaining streetlights after the annexation is completed.

Governmental Administrative Services

The Town does not anticipate that the addition of the Annexation Area will result in a demand for Governmental Administrative Services that cannot be met by the existing staffing of the Town's offices and departments. The Town Administration currently includes a five (5) member Town Council, a Clerk-Treasurer and a Town Manager. All non-capital services of the administration of the Town will be made available in the Annexation Area on the date the annexation becomes effective and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

CAPITAL IMPROVEMENTS

The Annexation Area was evaluated to determine the services and facilities required to provide the same type of service in the same manner as services that are currently provided within the existing Town's corporate limits.

The Town will provide the following capital services to the Annexation Area no later than three (3) years after the effective date of the annexation in the same manner as those capital services provided to areas within the Town 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. It is currently assumed that the annexation will be effective as soon as practically possible, but no later than November 25, 2024.

Water Service

The Town owns and operates a Municipal Water Utility (the "Water Utility") and has the capacity and capability to serve the Annexation Area. For any additional connections, and to the extent necessary, all capital services of the Water Utility will be made available to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits of the Town and in a manner consistent with federal, state, and local laws, procedures, and planning criteria. All new connections are required to pay tap, connection, and availability fees to the Town. The current tap and connection fees for the Town's municipal water utility total \$2,400.

CAPITAL IMPROVEMENTS

(Continued)

Wastewater Service

The Town owns and operates a Municipal Wastewater Utility (the “Wastewater Utility”) and will provide wastewater service to the Annexation Area and has capacity and capability to serve the Annexation Area. For any additional connections, and to the extent necessary, all capital services of the Wastewater Utility will be made available to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits and in a manner consistent with federal, state, and local laws, procedures, and planning criteria. All new connections will be required to pay tap, connection and availability fees to the Town. The current tap and connection fees for the Town’s municipal wastewater utility total \$4,500.

Storm Drainage

The Town is an MS4 (Municipal Separate Storm Sewer System). The current stormwater staff is sufficient to service the Annexation Area. There are no incremental costs anticipated to provide storm water management services to the Annexation Area. The Annexation Area will be subject to monthly stormwater fees currently charged by the Town.

Street Construction

The Annexation Area does not currently have any streets running through the property. The plan for the Annexation Area does not include the addition of any new streets. All capital services of the Street Department will be extended to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.

FISCAL IMPACT

As a result of this annexation, the assessed value for the Town will increase by \$765,500, initially. Property tax controls instituted by the 2002 Indiana General Assembly limit the Town to a property tax levy increase equal to the six-year average non-farm income (4.0% for 2024 budget year) annually for most funds. The net impact of increasing the Town’s assessed value could result in additional property tax revenues to the Town, however our estimates of overall growth in the Town are shown as the tax rate reductions in this illustration.

It is assumed that the effective date of this annexation will be as soon as practically possible, but no later than November 25, 2024. Based on the assumed effective date, Annexation Area property owners will not pay property taxes to the Town until 2025 payable 2026. However, the Town will begin providing non-capital municipal service to the property owners within one (1) year after the effective date of the annexation, and it will begin providing capital municipal services to the property owners within three (3) years after the effective date of this annexation.

The Town of Danville currently has \$3,388 of over 65 circuit breaker tax credits and \$193,205 of 1%-3% circuit breaker tax credits for 2024. We are projecting a decrease in the Town’s total tax rate of approximately \$0.0571, as a result of continued growth of the Town at the current rate of 6%. As a result of the tax rate deduction, the increase in net collections will exceed any additional circuit breaker tax credits. The enclosed illustration on page 12 shows that if the Town’s current

FISCAL IMPACT
(Continued)

rate of assessed value growth continues and the max levy is utilized, the tax rates will trend downward.

Center Township's current property tax rate of \$0.4728 / \$100 is for fire services provided to Township property outside of the corporate limits. Once the property is annexed, they will no longer pay this fire rate and will no longer be served by the Township for fire services. They will pay the Town rate to receive Town fire services. Therefore, after the initial annexation, the Township Tax Rate could increase by a fraction of a percent to \$0.4740 / \$100, other things being equal.

There should be no adverse impact on the other overlapping taxing units, as it is anticipated that growth in net assessed value will be equal to or exceed normal inflation in operating costs. Schools generate the majority of their operating funds from student population. And the County's AV remains intact with or without annexation.

APPENDIX I

Parcel Information

Legal Description

Summary of Estimated Additional Costs Due to Annexation

Estimated Assessed Value and Tax Rate Impact from Annexation

PARCEL INFORMATION

The Annexation Area consists of three parcels and two owners as shown below.

<u>Parcel ID</u>	<u>Owner</u>	<u>Net Assessed Value</u>	<u>Remonstrance Waiver</u>
32-11-03-300-012.000-002	Bubba & Amy Stultz	\$ 275,500	Yes
32-11-03-255-001.000-002	Larry & Kathleen Witte	\$ 487,900	Yes
32-11-03-200-013.000-002	Larry & Kathleen Witte	\$ 2,100	Yes

LEGAL DESCRIPTION

Parcel # 32-11-03-300-012.000-002

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Hendricks County, Indiana, bounded and described as follows, to wit:

Beginning at a point which is 286.33 feet West and 332.50 feet South of a stone at the center of said Section, and from said beginning point run thence North 44 degrees 52 minutes 12 seconds West a distance of 232.29 feet to a fence post; run thence North 22 degrees 50 minutes West a distance of 273.37 feet to the center of a county road; run thence South 76 degrees 15 minutes East a distance of 283.33 feet on and along the center of said road; thence run south 05 degrees 58 minutes 34 seconds West a distance of 114.11 feet to a hickory tree; thence run South at right angles to the North line of the Southwest Quarter of said Section a distance of 237.50 feet to the place of beginning, estimated to contain 1.10 acres, more or less and subject to all highways, rights-of-way and easements.

Parcel # 32-11-03-255-001.000-002

Lot #1 in Minor Plat #377, as per plat thereof, recorded August 7, 1990, in Plat Cabinet #1, Slide 87, page 1 in the Office of the Recorder of Hendricks County, Indiana.

Parcel # 32-11-03-200-013.000-002

A part of the Northeast quarter of Section 3, Township 15 North, Range 1 West, located in Center Township, Hendricks County, Indiana, being more particularly described as follows:

BEGINNING at a 3/8" rebar marking the Southeast corner of Lot #1 in Minor Plat #377 as recorded in Plat Cabinet 1, Slide 87, Page 1; thence North 00 degrees 35 minutes 53 seconds West 257.86 feet along the East line of said lot to a 3/8" rebar; thence North 89 degrees 34 minutes 05 seconds East 33.00 feet to a 5/8" rebar; thence South 00 degrees 35 minutes 53 seconds East 257.86 feet to a 5/8" rebar; thence South 89 degrees 34 minutes 05 seconds West 33.00 feet to the POINT OF BEGINNING. Containing 0.195 acres, more or less, being subject to all legal highways, rights-of-way and easements of record.

SUMMARY OF ESTIMATED ADDITIONAL COSTS DUE TO ANNEXATION

The Town does not anticipate any incremental operating costs to provide comparable services to the Annexation Area as already provided to the existing residents of the Town.

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT FROM ANNEXATION

Town of Danville

Estimated Assessed Value and Tax Rate Impact from Annexation
(Assumes first year tax collection from Annexation Area is 2025 payable in 2026)

Assessment Year	Estimated Net Assessed Value Annexation Area (1)	Estimated Town Net Assessed Value (2)	Total Net Assessed Value (3)	Town Levy (4)	CCD Levy (5)	Total Town Levy	Estimated Corporate Tax Rate (6)	Estimated CCD Tax Rate (5)	Estimated Total Corporate Tax Rate (7)
2023 Pay 2024	\$ -	\$ 703,408,942	\$ 703,408,942	\$ 3,647,878	\$ 351,704	\$ 3,999,582	\$ 0.5186	\$ 0.0500	\$ 0.5686
2024 Pay 2025	\$ -	\$ 745,613,479	\$ 745,613,479	\$ 3,757,314	\$ 372,807	\$ 4,130,121	\$ 0.5039	\$ 0.0500	\$ 0.5539
2025 Pay 2026	\$ 765,500	\$ 791,115,787	\$ 791,881,287	\$ 3,870,034	\$ 395,941	\$ 4,265,974	\$ 0.4887	\$ 0.0500	\$ 0.5387
2026 Pay 2027	\$ -	\$ 838,582,734	\$ 839,348,234	\$ 3,986,135	\$ 419,674	\$ 4,405,809	\$ 0.4749	\$ 0.0500	\$ 0.5249
2027 Pay 2028	\$ -	\$ 888,897,699	\$ 889,663,199	\$ 4,105,719	\$ 444,832	\$ 4,550,550	\$ 0.4615	\$ 0.0500	\$ 0.5115

(1) We added the existing assessed value of the Annexation Area in Pay 2026.

(2) Annual growth rate of 6% for the existing assessed value of the Town.

(3) Represents estimated net assessed value of the Town including development in the Annexation Area. Used to calculate estimated tax rates.

(4) Assumes that controlled property tax levy increases to an annual factor of 3.0%. This is the basis for the allowed increases to the controlled property fund levy which includes General and Park Funds.

(5) Cumulative fund levies are not subject to levy control. Amount represents current tax rate of \$0.0500 times the estimated assessed value of the Town including increases in the Annexed Area. The maximum allowed rate for the CCD fund by statute is \$0.05 and the rate can be maintained at this level by annual action of the Town Council. It is assumed that the Town Council will continue to re-establish the fund annually and maintain the same rate as in 2024.

(6) Represents the tax rate which produces the Town Levy with an estimate tax base shown under Total Net Assessed Value.

(7) Total of Town tax rate which includes the General Fund, Parks, Debt Service and CCD. Illustration demonstrates that the Corporate tax rate will decrease compared to the current rates with growth in the Town's current area.

Super-Voluntary Annexation Timetable
Bubba & Amy Stultz
501 Sycamore Lane

Aug 20th Petition was filed for annexation into the Town of Danville.

Aug 23rd Legal notice submitted to *The Republican*.

Petitioner submits public hearing notice for annexation to run one time in The Republican on August 29th

Aug 29th 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.

Sept 4th **Annexation ordinance is introduced.**

Sep 17th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Sep 18th **Town Council holds public hearing on annexation.**

Sept 19th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 2nd 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Oct 16th **Town Council adopts annexation ordinance.**
Fiscal plan is adopted by Town Council.

Oct 18th Clerk-Treasurer submits public notice on approved annexation to paper.

Oct 24th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Nov 23rd 30-day waiting period ends.

Nov 25th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.*

ORDINANCE NO. 21-2024

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

BUBBA & AMY STULTZ 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 Part of the Northeast Quarter of the Southwest Quarter and Part of the Southeast Quarter of the Northwest Quarter of 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 501 Sycamore Lane 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 1.10 acres, and is contiguous to the existing Town limits; and

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

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

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

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

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

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 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 September 4th, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on October 16th, 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

2024-2201

PETITION FOR ANNEXATION

Common Address of Property: 501 Sycamore Lane, Danville, IN 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Bubba & Amy Stultz

Mailing Address of Petitioner: 501 Sycamore Lane, Danville, IN 46122

Petitioner's Phone Number: (765) 376-7872

Petitioner's Email: bstultz116@gmail.com

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

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-03-300-012.000-002

of Persons Living on Property: 2 Acreage: 1.1

Zoning Sought: _____ Current County Zoning: _____

Present Use of Property: Residential

Plans for Changes in Use of Property: None

Reasons for Seeking Annexation: Dewatering of our well system, no water.

Electrical Service Provider: Duke Energy Existing Sidewalks: ☒ Yes / No

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

Name(s) of Petitioner(s) - printed or typed
Bubba Stultz Amy Stultz

Signature(s) of Petitioner(s):
Bubba Stultz Amy Stultz

8/19/2024
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)]

Alexa Tomet
Received by

8-20-24
Date

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

We, Stultz, Bubba & Amy, owners of approximately
1.1 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 19th day of August, 2024

Bubba Stultz
Property Owner

Amy Stultz
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: Aug. 27, 2024

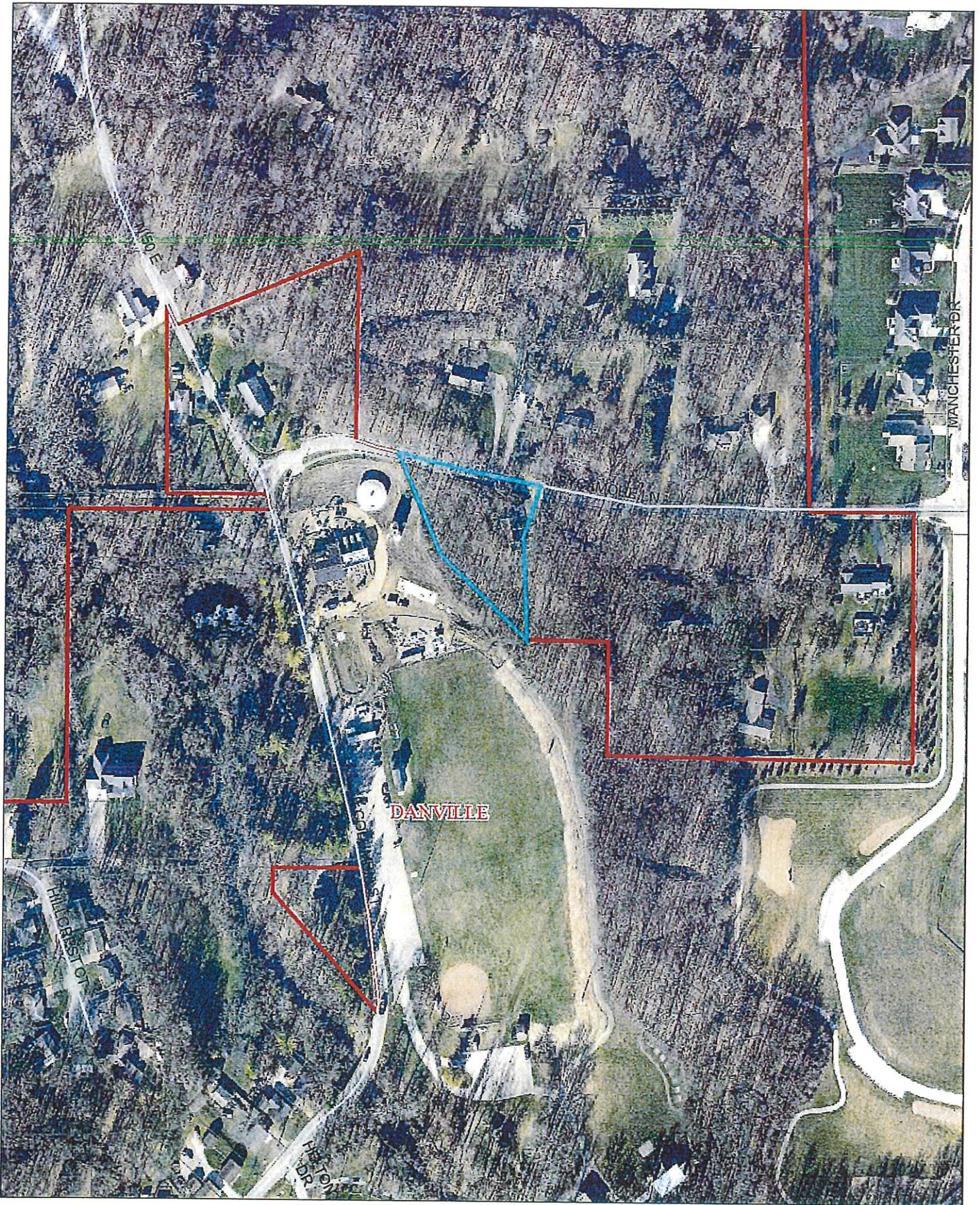
Exhibit A

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Hendricks County, Indiana, bounded and described as follows, to-wit:

Beginning at a point which is 286.33 feet West and 322.50 feet South of a stone at the center of said Section, and from said beginning point run thence North 44 degrees 52 minutes 12 seconds West a distance of 232.29 feet to a fence post; run thence North 22 degrees 50 minutes West a distance of 273.37 feet to the center of a county road; run thence South 76 degrees 15 minutes East a distance of 283.33 feet on and along the center of said road; thence run South 05 degrees 58 minutes 34 seconds West a distance of 114.11 feet to a hickory tree; thence run South at right angles to the North line of the Southwest Quarter of said Section a distance of 237.50 feet to the place of beginning, estimated to contain 1.10 acres, more or less and subject to all highways, rights-of-way and easements.

Exhibit B



RESOLUTION NO. 17-2024

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

**Larry & Kathy Witte
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 “Larry & Kathy Witte” Super-Voluntary Annexation” proposed by Ordinance 22-2024.

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 16th day of October 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
BUBBA & AMY STULTZ
SUPER-VOLUNTARY ANNEXATION**

ANNEXATION FISCAL PLAN
FOR THE
TOWN OF DANVILLE, INDIANA
WITTE & STULTZ PROPERTIES

SEPTEMBER 5, 2024

Prepared by:

KROHN
— ASSOCIATES —
CPAS AND CONSULTANTS

INTRODUCTION

The following fiscal plan (the "Fiscal Plan") is for the proposed super voluntary annexation of three parcels to the north side of the existing corporate limits of the Town (the "Annexation Area"). The Annexation Area is adjacent to the Town of Danville (the "Town"). The requirements of the Indiana Code mandate the development and adoption of a written Fiscal Plan and the establishment of a definite policy by resolution of the Town Council. Pursuant to Indiana Code Section 36-4-3-13(d), the Fiscal Plan will include the following:

1. The cost estimates of planned services to be furnished to the territory to be annexed;
2. The method or methods of financing the planned services;
3. The plan for the organization and extension of services;
4. That 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 annexed territory within one (1) year after the effective date of annexation and that they 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 similar topography, patterns of land use, and population density;
5. That services of capital improvement nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, 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 similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures and planning criteria;
6. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies for four (4) years after the effective date of the annexation;
7. The estimated effect the proposed annexation will have on municipal finances for four (4) years after the effective date of the annexation; and
8. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.

INTRODUCTION

(Cont'd)

9. A list of all parcels of property in the annexation territory and the following information regarding each parcel:

- The name of the owner of the parcel;
- The parcel identification number;
- The most recent assessed value of the parcel; and
- The existence of known waiver of the right to remonstrate on the parcel.

This Fiscal Plan may include additional materials in connection with the foregoing. This Fiscal Plan was developed through the cooperative efforts of the Town's various administrative staff, consulting engineer, attorney and O.W. Krohn & Associates LLP. This Fiscal Plan is the result of an analysis of the proposed Annexation Area.

The Annexation Area is contiguous to the Town for purposes of Indiana Code 36-4-3-1.5, and there is a written Fiscal Plan, herein provided, that has been approved by the Town Council.

AREA DESCRIPTION

Location, Area Size and Contiguity

The proposed Annexation Area is located on the north side of the existing corporate boundaries of the Town. A legal description is included with the Annexation Resolution and as part of Appendix I herein. The Annexation Area totals approximately 3.08 acres. At least 1/8th of the external boundaries of the Annexation Area are contiguous to the existing corporate boundaries of the Town.

Current Land Use

The Annexation Area consists of residential land and currently has two occupied residential properties.

Zoning

The existing zoning for the parcels is Single Family Residential. The proposed zoning for the Annexation Area is to remain Single Family Residential.

Current Population

The estimated current population of the Annexation Area is 4, as there are two occupied homes within the Annexation Area.

Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$765,500. This represents the assessed value as of January 1, 2024, for taxes payable in 2025.

Plan for the Area

The plan for the Annexation Area is for the current homeowners to have access to Town utility services.

NON-CAPITAL SERVICES

The current standard and scope of non-capital services being delivered within the Town and the Annexation Area were evaluated by each municipal department to determine the personnel and equipment necessary to provide such non-capital services in a manner equivalent in standard and scope to the services that are currently provided within the existing Town's municipal boundary.

The Town will provide all non-capital services to the Annexation Area within one (1) year after the effective date of annexation regardless of topography, patterns of land use, and population density.

Police Protection

The Town operates and maintains a Police Department. The Annexation Area is already serviced by the Danville Police Department. No incremental costs are anticipated.

Fire Protection and Emergency Medical Services

The Town operates and maintains a Fire Department and EMS services. The Annexation Area is already serviced by the Danville Fire Department and EMS services. No incremental costs are anticipated.

Street Maintenance

The Annexation Area is currently three parcels with no roads running through the land. All non-capital services of the Danville Street Department will be made available in the Annexation Area within one (1) year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town. The plan for the Annexation Area does not include the addition of any new streets. Therefore, the annexation should have no impact on street maintenance within the Town's current budget.

Trash Collection and Recycling

The Town and the Annexation Area currently do not have trash collection services. If trash and recycling services become available in the future, the Annexation Area will receive the same service as the residents of the Town.

NON-CAPITAL SERVICES

(Continued)

Street Lighting

The Annexation Area does not currently have any streetlights. The Town of Danville maintains some public streetlights within the corporate boundaries of the Town. The plan for the Annexation Area does not currently include the installation of streetlights. Therefore, there will be no additional costs to the Town for maintaining streetlights after the annexation is completed.

Governmental Administrative Services

The Town does not anticipate that the addition of the Annexation Area will result in a demand for Governmental Administrative Services that cannot be met by the existing staffing of the Town's offices and departments. The Town Administration currently includes a five (5) member Town Council, a Clerk-Treasurer and a Town Manager. All non-capital services of the administration of the Town will be made available in the Annexation Area on the date the annexation becomes effective and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

CAPITAL IMPROVEMENTS

The Annexation Area was evaluated to determine the services and facilities required to provide the same type of service in the same manner as services that are currently provided within the existing Town's corporate limits.

The Town will provide the following capital services to the Annexation Area no later than three (3) years after the effective date of the annexation in the same manner as those capital services provided to areas within the Town 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. It is currently assumed that the annexation will be effective as soon as practically possible, but no later than November 25, 2024.

Water Service

The Town owns and operates a Municipal Water Utility (the "Water Utility") and has the capacity and capability to serve the Annexation Area. For any additional connections, and to the extent necessary, all capital services of the Water Utility will be made available to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits of the Town and in a manner consistent with federal, state, and local laws, procedures, and planning criteria. All new connections are required to pay tap, connection, and availability fees to the Town. The current tap and connection fees for the Town's municipal water utility total \$2,400.

CAPITAL IMPROVEMENTS

(Continued)

Wastewater Service

The Town owns and operates a Municipal Wastewater Utility (the “Wastewater Utility”) and will provide wastewater service to the Annexation Area and has capacity and capability to serve the Annexation Area. For any additional connections, and to the extent necessary, all capital services of the Wastewater Utility will be made available to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits and in a manner consistent with federal, state, and local laws, procedures, and planning criteria. All new connections will be required to pay tap, connection and availability fees to the Town. The current tap and connection fees for the Town’s municipal wastewater utility total \$4,500.

Storm Drainage

The Town is an MS4 (Municipal Separate Storm Sewer System). The current stormwater staff is sufficient to service the Annexation Area. There are no incremental costs anticipated to provide storm water management services to the Annexation Area. The Annexation Area will be subject to monthly stormwater fees currently charged by the Town.

Street Construction

The Annexation Area does not currently have any streets running through the property. The plan for the Annexation Area does not include the addition of any new streets. All capital services of the Street Department will be extended to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to the areas inside the corporate limits and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.

FISCAL IMPACT

As a result of this annexation, the assessed value for the Town will increase by \$765,500, initially. Property tax controls instituted by the 2002 Indiana General Assembly limit the Town to a property tax levy increase equal to the six-year average non-farm income (4.0% for 2024 budget year) annually for most funds. The net impact of increasing the Town’s assessed value could result in additional property tax revenues to the Town, however our estimates of overall growth in the Town are shown as the tax rate reductions in this illustration.

It is assumed that the effective date of this annexation will be as soon as practically possible, but no later than November 25, 2024. Based on the assumed effective date, Annexation Area property owners will not pay property taxes to the Town until 2025 payable 2026. However, the Town will begin providing non-capital municipal service to the property owners within one (1) year after the effective date of the annexation, and it will begin providing capital municipal services to the property owners within three (3) years after the effective date of this annexation.

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FISCAL IMPACT

(Continued)

rate of assessed value growth continues and the max levy is utilized, the tax rates will trend downward.

Center Township's current property tax rate of \$0.4728 / \$100 is for fire services provided to Township property outside of the corporate limits. Once the property is annexed, they will no longer pay this fire rate and will no longer be served by the Township for fire services. They will pay the Town rate to receive Town fire services. Therefore, after the initial annexation, the Township Tax Rate could increase by a fraction of a percent to \$0.4740 / \$100, other things being equal.

There should be no adverse impact on the other overlapping taxing units, as it is anticipated that growth in net assessed value will be equal to or exceed normal inflation in operating costs. Schools generate the majority of their operating funds from student population. And the County's AV remains intact with or without annexation.

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Parcel Information

Legal Description

Summary of Estimated Additional Costs Due to Annexation

Estimated Assessed Value and Tax Rate Impact from Annexation

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32-11-03-300-012.000-002	Bubba & Amy Stultz	\$ 275,500	Yes
32-11-03-255-001.000-002	Larry & Kathleen Witte	\$ 487,900	Yes
32-11-03-200-013.000-002	Larry & Kathleen Witte	\$ 2,100	Yes

LEGAL DESCRIPTION

Parcel # 32-11-03-300-012.000-002

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Hendricks County, Indiana, bounded and described as follows, to wit:

Beginning at a point which is 286.33 feet West and 332.50 feet South of a stone at the center of said Section, and from said beginning point run thence North 44 degrees 52 minutes 12 seconds West a distance of 232.29 feet to a fence post; run thence North 22 degrees 50 minutes West a distance of 273.37 feet to the center of a county road; run thence South 76 degrees 15 minutes East a distance of 283.33 feet on and along the center of said road; thence run south 05 degrees 58 minutes 34 seconds West a distance of 114.11 feet to a hickory tree; thence run South at right angles to the North line of the Southwest Quarter of said Section a distance of 237.50 feet to the place of beginning, estimated to contain 1.10 acres, more or less and subject to all highways, rights-of-way and easements.

Parcel # 32-11-03-255-001.000-002

Lot #1 in Minor Plat #377, as per plat thereof, recorded August 7, 1990, in Plat Cabinet #1, Slide 87, page 1 in the Office of the Recorder of Hendricks County, Indiana.

Parcel # 32-11-03-200-013.000-002

A part of the Northeast quarter of Section 3, Township 15 North, Range 1 West, located in Center Township, Hendricks County, Indiana, being more particularly described as follows:

BEGINNING at a 3/8" rebar marking the Southeast corner of Lot #1 in Minor Plat #377 as recorded in Plat Cabinet 1, Slide 87, Page 1; thence North 00 degrees 35 minutes 53 seconds West 257.86 feet along the East line of said lot to a 3/8" rebar; thence North 89 degrees 34 minutes 05 seconds East 33.00 feet to a 5/8" rebar; thence South 00 degrees 35 minutes 53 seconds East 257.86 feet to a 5/8" rebar; thence South 89 degrees 34 minutes 05 seconds West 33.00 feet to the POINT OF BEGINNING. Containing 0.195 acres, more or less, being subject to all legal highways, rights-of-way and easements of record.

SUMMARY OF ESTIMATED ADDITIONAL COSTS DUE TO ANNEXATION

The Town does not anticipate any incremental operating costs to provide comparable services to the Annexation Area as already provided to the existing residents of the Town.

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT FROM ANNEXATION

Town of Danville

Estimated Assessed Value and Tax Rate Impact from Annexation
(Assumes first year tax collection from Annexation Area is 2025 payable in 2026)

Assessment Year	Estimated Net Assessed Value Annexation Area (1)	Estimated Town Net Assessed Value (2)	Total Net Assessed Value (3)	Town Levy (4)	CCD Levy (5)	Total Town Levy	Estimated Corporate Tax Rate (6)	Estimated CCD Tax Rate (5)	Estimated Total Corporate Tax Rate (7)
2023 Pay 2024	\$ -	\$ 703,408,942	\$ 703,408,942	\$ 3,647,878	\$ 351,704	\$ 3,999,582	\$ 0.5186	\$ 0.0500	\$ 0.5686
2024 Pay 2025	\$ -	\$ 745,613,479	\$ 745,613,479	\$ 3,757,314	\$ 372,807	\$ 4,130,121	\$ 0.5039	\$ 0.0500	\$ 0.5539
2025 Pay 2026	\$ 765,500	\$ 791,115,787	\$ 791,881,287	\$ 3,870,034	\$ 395,941	\$ 4,265,974	\$ 0.4887	\$ 0.0500	\$ 0.5387
2026 Pay 2027	\$ -	\$ 838,582,734	\$ 839,348,234	\$ 3,986,135	\$ 419,674	\$ 4,405,809	\$ 0.4749	\$ 0.0500	\$ 0.5249
2027 Pay 2028	\$ -	\$ 888,897,699	\$ 889,663,199	\$ 4,105,719	\$ 444,832	\$ 4,550,550	\$ 0.4615	\$ 0.0500	\$ 0.5115

(1) We added the existing assessed value of the Annexation Area in Pay 2026.

(2) Annual growth rate of 6% for the existing assessed value of the Town.

(3) Represents estimated net assessed value of the Town including development in the Annexation Area. Used to calculate estimated tax rates.

(4) Assumes that controlled property tax levy increases to an annual factor of 3.0%. This is the basis for the allowed increases to the controlled property fund levy which includes General and Park Funds.

(5) Cumulative fund levies are not subject to levy control. Amount represents current tax rate of \$0.0500 times the estimated assessed value of the Town including increases in the Annexed Area. The maximum allowed rate for the CCD fund by statute is \$0.05 and the rate can be maintained at this level by annual action of the Town Council. It is assumed that the Town Council will continue to re-establish the fund annually and maintain the same rate as in 2024.

(6) Represents the tax rate which produces the Town Levy with an estimate tax base shown under Total Net Assessed Value.

(7) Total of Town tax rate which includes the General Fund, Parks, Debt Service and CCD. Illustration demonstrates that the Corporate tax rate will decrease compared to the current rates with growth in the Town's current area.

Super-Voluntary Annexation Timetable
Larry & Kathy Witte
556 Sycamore Lane

Aug 20th Petition was filed for annexation into the Town of Danville.

Aug 23rd Legal notice submitted to *The Republican*.

Petitioner submits public hearing notice for annexation to run one time in The Republican on August 29th

Aug 29th 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.

Sept 4th **Annexation ordinance is introduced.**

Sept 17th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Sept 18th **Town Council holds public hearing on annexation.**

Sept 19th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 2nd 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Oct 16th **Town Council adopts annexation ordinance.**
Fiscal plan is adopted by Town Council.

Oct 18th Clerk-Treasurer submits public notice on approved annexation to paper.

Oct 24th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Nov 23rd 30-day waiting period ends.

Nov 25th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.*

ORDINANCE NO. 22-2024

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

LARRY & KATHY WITTE 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 Minor Plat 377, Lot 1 and Part of the Northeast Quarter of 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 556 Sycamore Lane 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 1.98 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 September 4th, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on October 16th, 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

2024 - 2202

PETITION FOR ANNEXATION

Common Address of Property: 556 Sycamore Lane, Danville, In 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Larry and Kathleen Witte

Mailing Address of Petitioner: 556 Sycamore Lane, Danville, In 46122

Petitioner's Phone Number: Larry 317-205-6345, Kathleen 317-331-3181

Petitioner's Email: larrylwitte@gmail.com, K@Witte2@aol.com

Property Owner's Name (if not Petitioner) same

Property Owner's Mailing Address: same

Tax ID / Parcel Number: Parcel # 32-11-03-235-001.000-002
#2 32-11-03-200-013.000-002

of Persons Living on Property: 2 Acreage: 1.98

Zoning Sought: _____ Current County Zoning: _____

Present Use of Property: residential

Plans for Changes in Use of Property: none

Reasons for Seeking Annexation: water utilities

Electrical Service Provider: Duke Existing Sidewalks: ☒ Yes / No

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

Larry Witte & Kathleen Witte

Name(s) of Petitioner(s) - printed or typed

Larry Witte Kathleen Witte

Signature(s) of Petitioner(s):

8/19/2024
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 Jent
Received by

8.20.24
Date

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

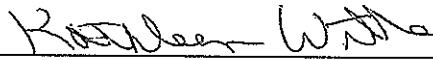
We, Harry & Kathleen Witte, owners of approximately 2 acres of real property (henceforth called the "Property") described in the attached exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against pending or future annexations of the property by the Town 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 19 day of August, 2024

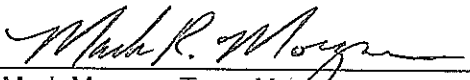


Property Owner



Property Owner

Acceptance of the Town of Danville:

By: 
Mark Morgan, Town Manager

Date: Aug. 27, 2024

Exhibit A

SP11 02-2-03-51W 200-003

Duly entered for taxation
day of 19.....

**WARRANTY
DEED**

No. BOOK **342** PAGE **622**
Entered for record this day
of 19..... at M.,
in Deed Record Page.....

JUL 06 1995
Auditor, Max Gene Russell County, IN
AUDITOR HENDRICKS COUNTY

10833

Recorder, County, IN

THIS INDENTURE WITNESSETH, That Louis D. Edmondson, adult,

..... (Grantor)
of Hendricks County, in the State of Indiana, CONVEY
AND WARRANT to Larry L. Witte and Kathleen A. Witte, husband and wife,

..... (Grantee)
of Hendricks County, in the State of Indiana, for the sum of
One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the following described real estate in Hendricks County, State of Indiana:

A part of the Northeast quarter of Section 3, Township 15 North, Range 1 West, located in Center Township, Hendricks County, Indiana, being more particularly described as follows: BEGINNING at a 3/8" rebar marking the Southeast corner of Lot #1 in Minor Plat #377 as recorded in Plat Cabinet 1, Slide 87, Page 1; thence North 00 degrees 35 minutes 53 seconds West 257.86 feet along the East line of said lot to a 3/8" rebar; thence North 89 degrees 34 minutes 05 seconds East 33.00 feet to a 5/8" rebar; thence South 00 degrees 35 minutes 53 seconds East 257.86 feet to a 5/8" rebar; thence South 89 degrees 34 minutes 05 seconds West 33.00 feet to the POINT OF BEGINNING. Containing 0.195 acres, more or less, being subject to all legal highways, rights-of-way and easements of record.

Subject to all easements, restrictions and rights-of-way.

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

ENTERED FOR RECORD

JUL 6 1995 At 11:15
342 Jay Bracey Page 624
HENDRICKS COUNTY RECORDER

IN WITNESS WHEREOF, Grantor has executed this deed this 5th day of July, 19 95.

STATE OF	Grantor:	(Seal)	Grantor:	(Seal)
INDIANA	Signature	_____	Signature	_____
} SS:	Printed	_____	Printed	_____
COUNTY OF	Grantor:	(Seal)	Grantor:	(Seal)
HENDRICKS	Signature	_____	Signature <u>Louis D. Edmondson</u>	_____
	Printed	_____	Printed <u>LOUIS D. EDMONDSON</u>	_____

Before me, a Notary Public in and for said County and State, personally appeared Louis D. Edmondson, adult,

who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 5th day of July, 19 95
My Commission expires: December 8, 1995
Signature Donna Jane Charles
Printed Donna Jane Charles, Notary Public
Resident of Hendricks County, Indiana

This instrument prepared by Lee T. Comer, P.O. Box 207, Danville, IN 46122, Attorney at Law.

Send tax bills to 556 East County Road 50 North, Danville, IN 46122

Exhibit A

A & L ENGINEERING AND SURVEYING

Drainage Plans
Construction Staking
Mortgage Inspections

Consulting Engineers & Land Surveyors
P.O. Box 82 • Danville, Indiana • 46122
(317) 745-0377

Land Surveying
Site Design
Subdivision Design

92103

SURVEYOR LOCATION REPORT

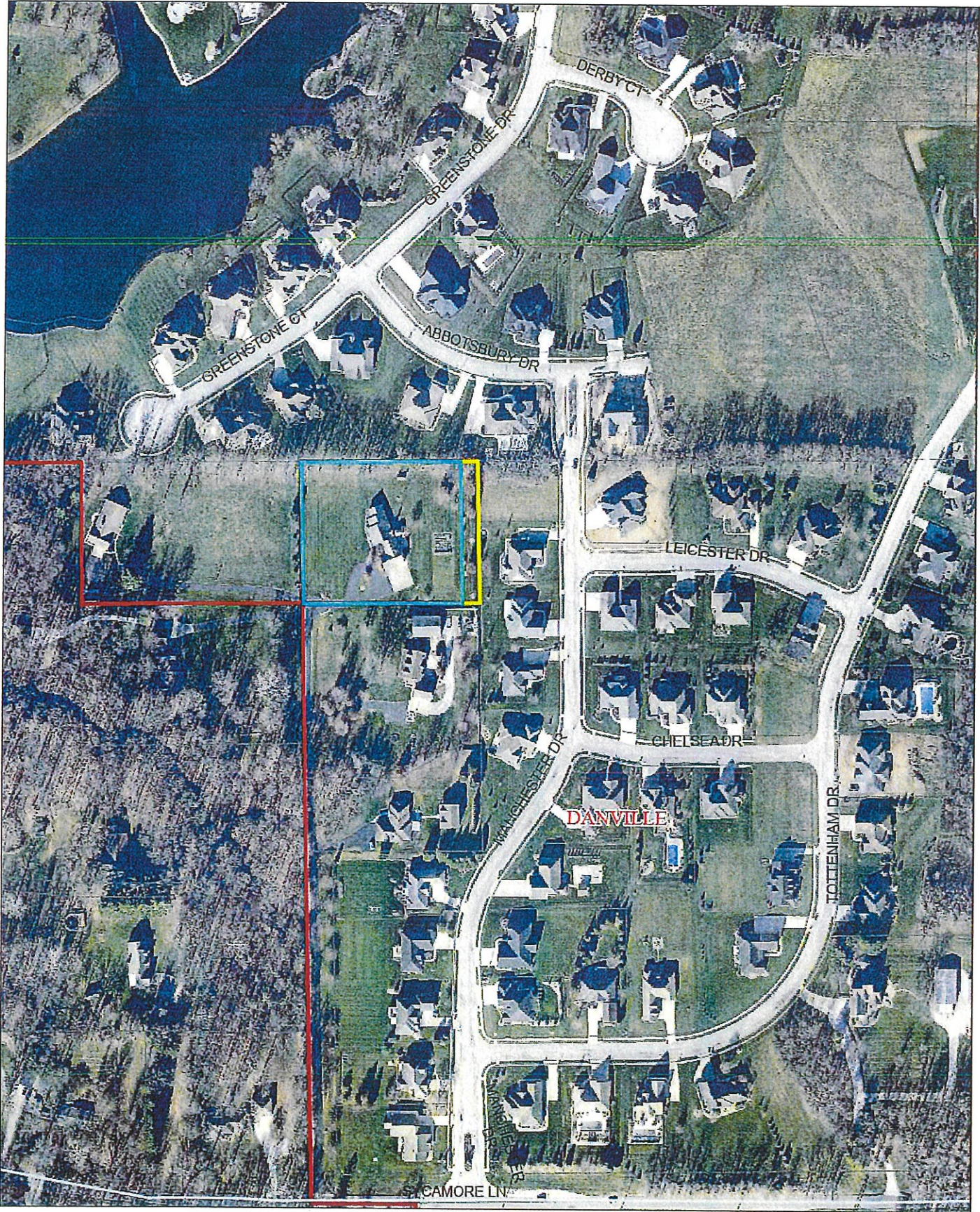
THIS REPORT IS BASED ON LIMITED ACCURACY DATA AND THEREFORE NO DATA HEREIN SHOULD BE USED FOR CONSTRUCTION OR ESTABLISHING BOUNDARY OR FENCE LINES.

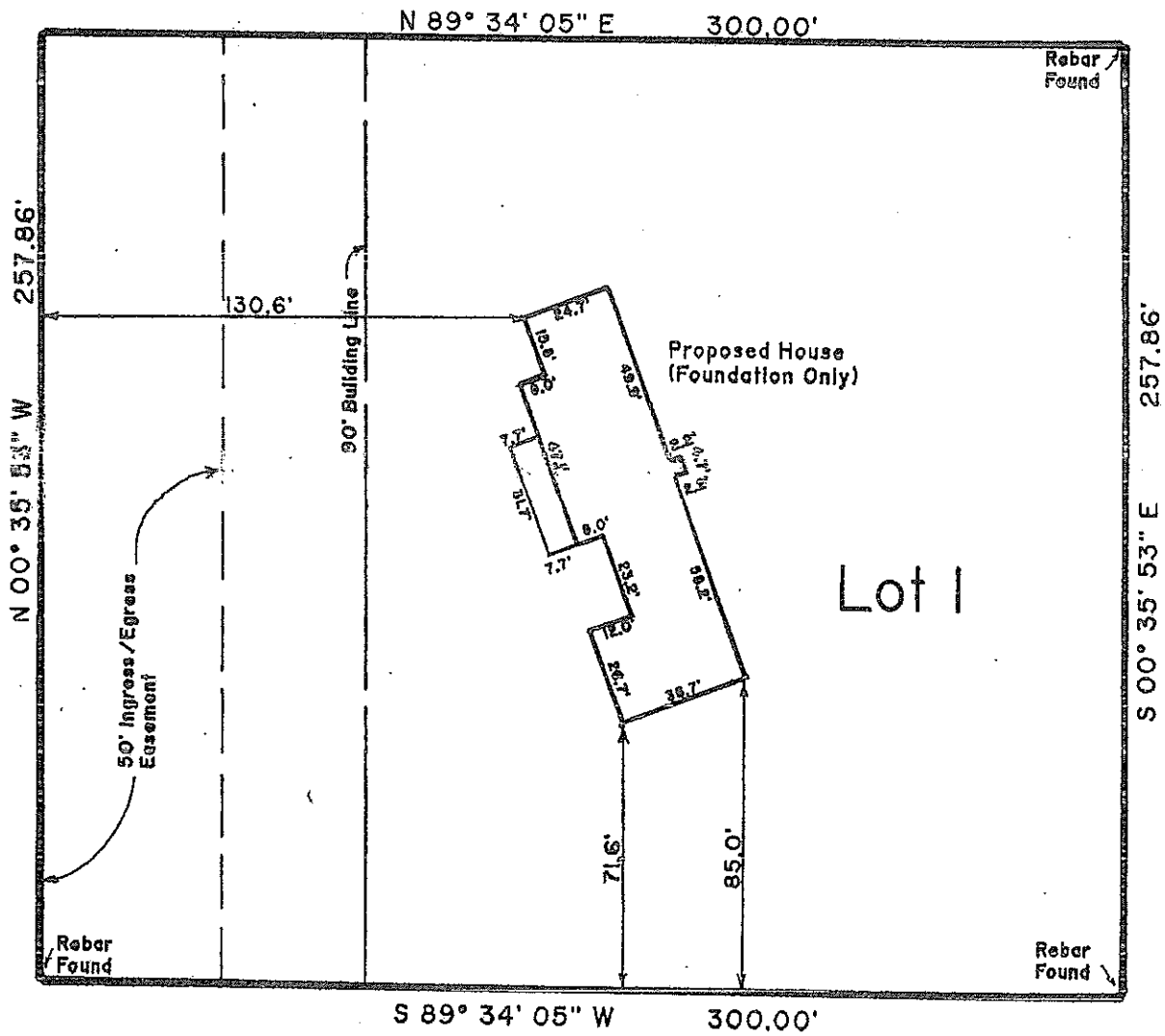
PROPERTY ADDRESS: 592 East Co Rd 50N, Danville, Indiana 46122

PROPERTY DESCRIPTION: Lot #1 in Minor Plat #377, as per plat thereof, recorded August 7, 1990, in Plat Cabinet #1, Slide 87, page 1 in the Office of the Recorder of Hendricks County, Indiana

SEE PAGE 2 OF 2 FOR DRAWING

Exhibit B





ORDINANCE NO. 24-2024

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

BOARD OF HENDRICKS COUNTY COMMISSIONERS 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 Part of the Northeast Quarter of Section 13, 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 being located on the west side of County Road 300 East, 0.64 mile South of US Highway 36 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 50.0 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 October 2nd, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 6th, 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

SEP 16 2024

EXHIBIT A

Beginning at a point in the center line of County Road 300 East, which is 1728.75 feet North of the South line of the Northeast Quarter of Section 13, Township 15 North, Range 1 West, Hendricks County, Indiana, said point being in Section 18, Township 15 North, Range 1 East; thence North 88 degrees and 55 minutes West to the Meridian, thence continue along said course to a point 1651.80 feet West of the place of beginning; thence North 00 degrees 59 minutes East 1593.60 feet to the North line of the South Half of the South Half of the Southeast Quarter of said Section 12; thence South 88 degrees 55 minutes East 1553.00 feet to a point in the center line of County Road 300 East; thence South along said center line 00 degrees East 184.16 feet; thence South 8 degrees 21 minutes East 483.12 feet along said center line; thence South 6 minutes East 932.00 feet along said center line to the place of beginning, containing in all 59.39 acres, more or less and subject to all highways, rights-of-way and easements.

EXCEPT THEREFROM THE FOLLOWING:

A part of the Northeast Quarter of Section 13, Township 15 North, Range 1 West and a part of the Northwest Fractional Quarter of Section 18, Township 15 North, Range 1 East of the Second Principal Meridian in Center Township, Hendricks County, Indiana, and being more particularly described as follows:

Beginning at a point in the center line of County Road 300 East, which is 1728.75 feet North of the South line of the Northeast Quarter of Section 13, Township 15 North, Range 1 West; said point being in Section 18, Township 15 North, Range 1 East; thence North 88 degrees 55 minutes West to the Second Principal Meridian; thence continue North 88 degrees 55 minutes West to a point 1651.80 feet West of the point of beginning; thence North 00 degrees 59 minutes East 905.57 feet; thence South 43 degrees 55 minutes 00 seconds East 1266.53 feet; thence South 88 degrees 55 minutes East 757.60 feet to the centerline of County Road 300 East; thence South 00 degrees 06 minutes 00 seconds East 10.00 feet to the point of beginning, containing 9.39 acres, more or less.



Super-Voluntary Annexation Timetable
Board of Hendricks County Commissioners
West side of CR 300 East, 0.64 miles south of US
Highway 36

Sep 16th Petition was filed for annexation into the Town of Danville.

Sep 20th Legal notice submitted to *The Republican*.

*Petitioner submits public hearing notice for annexation to run one time in
The Republican on September 26th*

Sep 26th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 2nd **Annexation ordinance is introduced.**

Oct 15th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Oct 16th Town Council holds public hearing on annexation.

Oct 16th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 30th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Nov 6th Town Council adopts annexation ordinance.
Fiscal plan is adopted by Town Council.

Nov 8th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 14th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 14th 30-day waiting period ends.

Dec 16th Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.

2024-2205

PETITION FOR ANNEXATION

SEP 16 2024

Common Address of Property: N/A

[attach legal description and map showing location of property]

Petitioner Name(s): Board of Hendricks County Commissioners

Mailing Address of Petitioner: 355 S. Washington Street, Suite 100, Danville, IN, 46122

Petitioner's Phone Number: 317-745-9236

Petitioner's Email: jayers@co.hendricks.in.us

Property Owner's Name (if not Petitioner) _____

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-13-200-005.000-002

of Persons Living on Property: 0 Acreage: 50

Zoning Sought: LI - AOD Current County Zoning: AD

Present Use of Property: Agricultural

Plans for Changes in Use of Property: County Highway Facility

Reasons for Seeking Annexation: Municipal water service

Electrical Service Provider: Hendricks Power Existing Sidewalks: Yes / No

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

Hendricks County by Phyllis A. Palmer, President Board of Commissioners
Name(s) of Petitioner(s) *-printed or typed*

Phyllis A. Palmer
Signature(s) of Petitioner(s):

9-10-24
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)]

Lesa Hunt 9-16-24
Received by Date

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

SEP 16 2024

We, the **Board of Commissioners of Hendricks County**, owners of approximately 50 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 10th day of September, 20 24

Phyllis A. Palmer
Property Owner

Hendricks County Commissioners
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: Sept. 18, 2024

HENDRICKS COUNTY, INDIANA

NEW HIGHWAY MAINTENANCE GARAGE FACILITY

DANVILLE, INDIANA

DESIGN DEVELOPMENT SET

JULY 23, 2024

COUNTY ADMINISTRATION

JOHN AYERS
CRAIG HIGGINBOTHAM
JOE PEARCY
JACK SWALLEY

COUNTY ENGINEER
HIGHWAY SUPERINTENDENT
HIGHWAY ASSISTANT SUPERINTENDENT
FACILITIES MANAGER

COUNTY BOARD OF COMMISSIONERS

BOB GENTRY
DENNIS DAWES
PHYLLIS PALMER

DISTRICT 1
DISTRICT 2
DISTRICT 3

COUNTY COUNCIL

ERIC WATHEN
DAVID COX
LARRY SCOTT
BRAD WHICKER
CALEB BROWN
LARRY HESSON
DAVID WYETH

PRESIDENT, DISTRICT 4
DISTRICT 1
DISTRICT 2
DISTRICT 3
AT LARGE
AT LARGE
AT LARGE

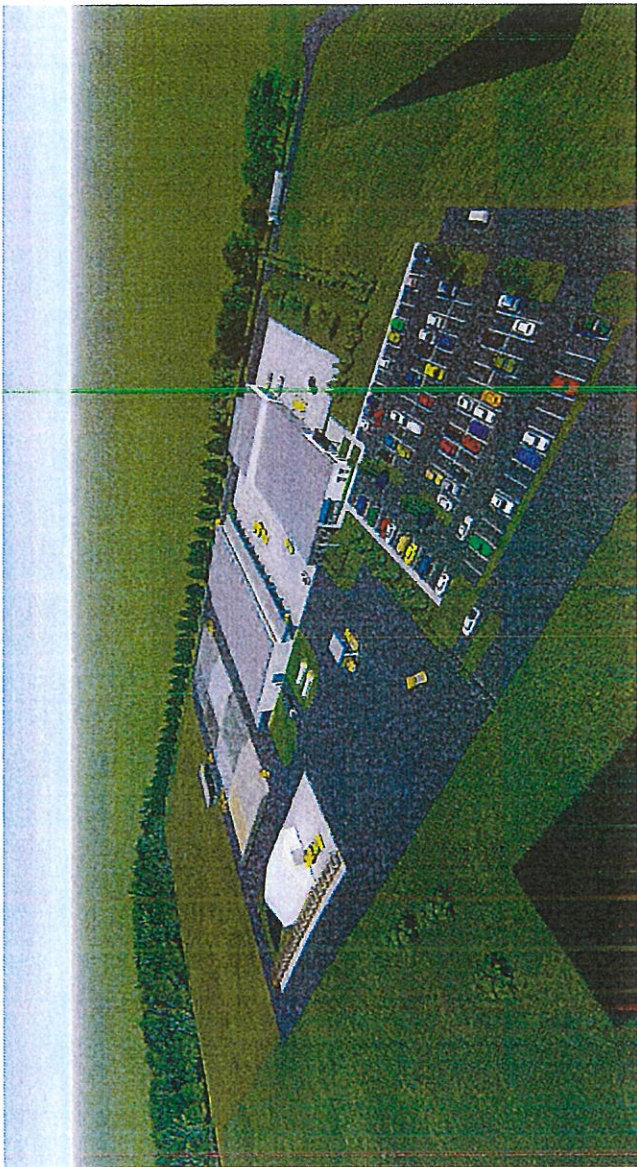
CONSTRUCTION MANAGER:
GARMONG CONSTRUCTION SERVICES
5988 N. Michigan Road
Indianapolis, Indiana 46228
Ph: 317-682-1001
www.garmong.net



DLZ PROJECT NO. 2063-1041-50



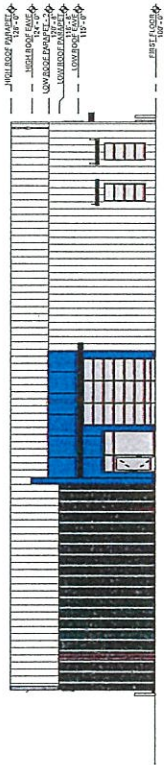
ARCHITECT/ENGINEER:
DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46815
Ph: 574.236.4400
www.dlz.com



EACH SEAL APPLIED TO ITS DESIGNATED DISCIPLINE

PRINCIPAL ARCHITECT	SITE DEVELOPMENT	CIVIL (STORM)	CIVIL (UTILITIES)	STRUCTURAL	MECHANICAL	ELECTRICAL
Stephen P. Anderson, P.E., AIA	John K. Smith, P.E., AIA, LEED AP	Matthew S. Cooper, P.E.	John L. Pankratz, P.E.	Thomas M. Roberts, P.E.	John A. King, P.E., LEED AP	Michael S. Korman, P.E.

Danville, Indiana



3 SOUTH EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
SCALE 3/8\"/>



2 WEST EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
SCALE 3/8\"/>



1 EAST EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
SCALE 3/8\"/>



DANVILLE

HENDRICKS COUNTY, INDIANA

NEW HIGHWAY MAINTENANCE GARAGE FACILITY

EXTERIOR ELEVATIONS - ADMINISTRATION/MAINTENANCE BUILDING

INDIANA

DATE

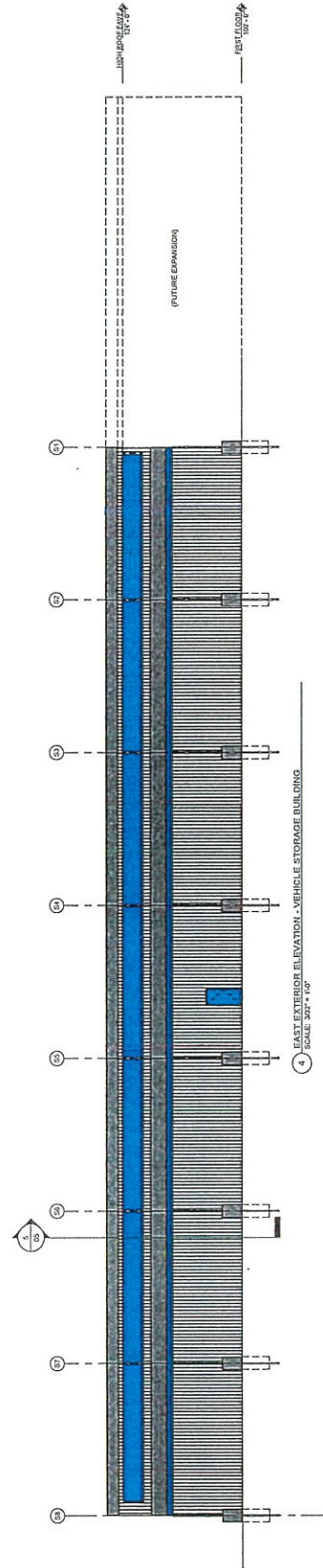
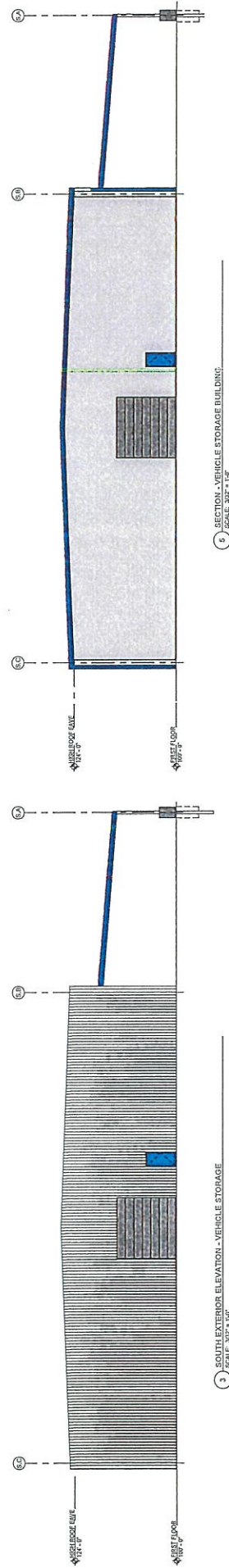
MARCH 4, 2024

PROJECT NUMBER

2023-1041-50

SKETCH NUMBER

04



DANVILLE

HENDRICKS COUNTY, INDIANA
NEW HIGHWAY MAINTENANCE GARAGE FACILITY
EXTERIOR ELEVATIONS - VEHICLE STORAGE BUILDING

INDIANA

DATE
MARCH 4, 2024
PROJECT NUMBER
2023-1041-50

SKETCH NUMBER
05

ORDINANCE NO. 25-2024

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

**OLIVIA & GABRIEL SEVIGNY, KAREN & ED LEWIS, AMANDA
BABINEC
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 Part of the Southeast Quarter of the Northwest Quarter of 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 being located at 577 North County Road 50 East and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

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

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

WHEREAS, the Annexation Territory consists of approximately 1.64 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 October 2nd, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 6th, 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
Olivia & Gabriel Sevigny, Karen & Ed Lewis, Amanda
Babinec
577 North CR 50 East

Sep 16th Petition was filed for annexation into the Town of Danville.

Sep 20th Legal notice submitted to *The Republican*.

*Petitioner submits public hearing notice for annexation to run one time in
The Republican on September 26th*

Sep 26th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 2nd **Annexation ordinance is introduced.**

Oct 15th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Oct 16th Town Council holds public hearing on annexation.

Oct 16th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 30th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Nov 6th Town Council adopts annexation ordinance.
Fiscal plan is adopted by Town Council.

Nov 8th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 14th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 14th 30-day waiting period ends.

Dec 16th Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.

2024-2206

PETITION FOR ANNEXATION

SEP 16 2024

Common Address of Property: 577 N. CR 50 E. Danville, IN 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Olivia & Gabriel Sevigny Karen Lewis, Ed Lewis, Amanda Babinec

Mailing Address of Petitioner: 577 N CR 50 E Danville, IN 46122

Petitioner's Phone Number: 317-833-2203

Petitioner's Email: Sevigny2017@gmail.com

Property Owner's Name (if not Petitioner) _____

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-03-190-007.000-002

of Persons Living on Property: 4 Acreage: 1.64

Zoning Sought: _____ Current County Zoning: _____

Present Use of Property: residential

Plans for Changes in Use of Property: _____

Reasons for Seeking Annexation: water hook-up

Electrical Service Provider: _____ Existing Sidewalks: Yes / ☒ No

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

Olivia Sevigny Gabriel Sevigny Karen Lewis, Edward Lewis, Amanda Babinec
Name(s) of Petitioner(s) - printed or typed

Olivia Seign Gabriel Seign Karen Lewis (P&B) E Lewis
Signature(s) of Petitioner(s):

9/16/24
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)]

Dese Tennet
Received by

9-16-24
Date

A part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, described as follows:

Beginning at a point 347.53 feet East of and 329.81 feet North of the Southwest corner of the Southeast Quarter of the Northwest Quarter of said section; thence bearing North 27 degrees 45 minutes 00 seconds West for a distance of 54.66 feet to a point; thence bearing North 28 degrees 30 minutes 00 seconds West for a distance of 156.44 feet to a point; thence bearing North 79 degrees 42 minutes 15 seconds East for a distance of 452.59 feet to a point; thence bearing South 0 degrees 00 minutes 00 seconds East for a distance of 150.50 feet to a point; thence bearing South 71 degrees 23 minutes 21 seconds West for a distance of 364.25 feet to the point of beginning, containing 1.64 acres, more or less. Subject to all highways, rights of way and easements.



HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120

Indianapolis, IN 46260

PHONE: (317) 846-0840 / (317) 846-4119

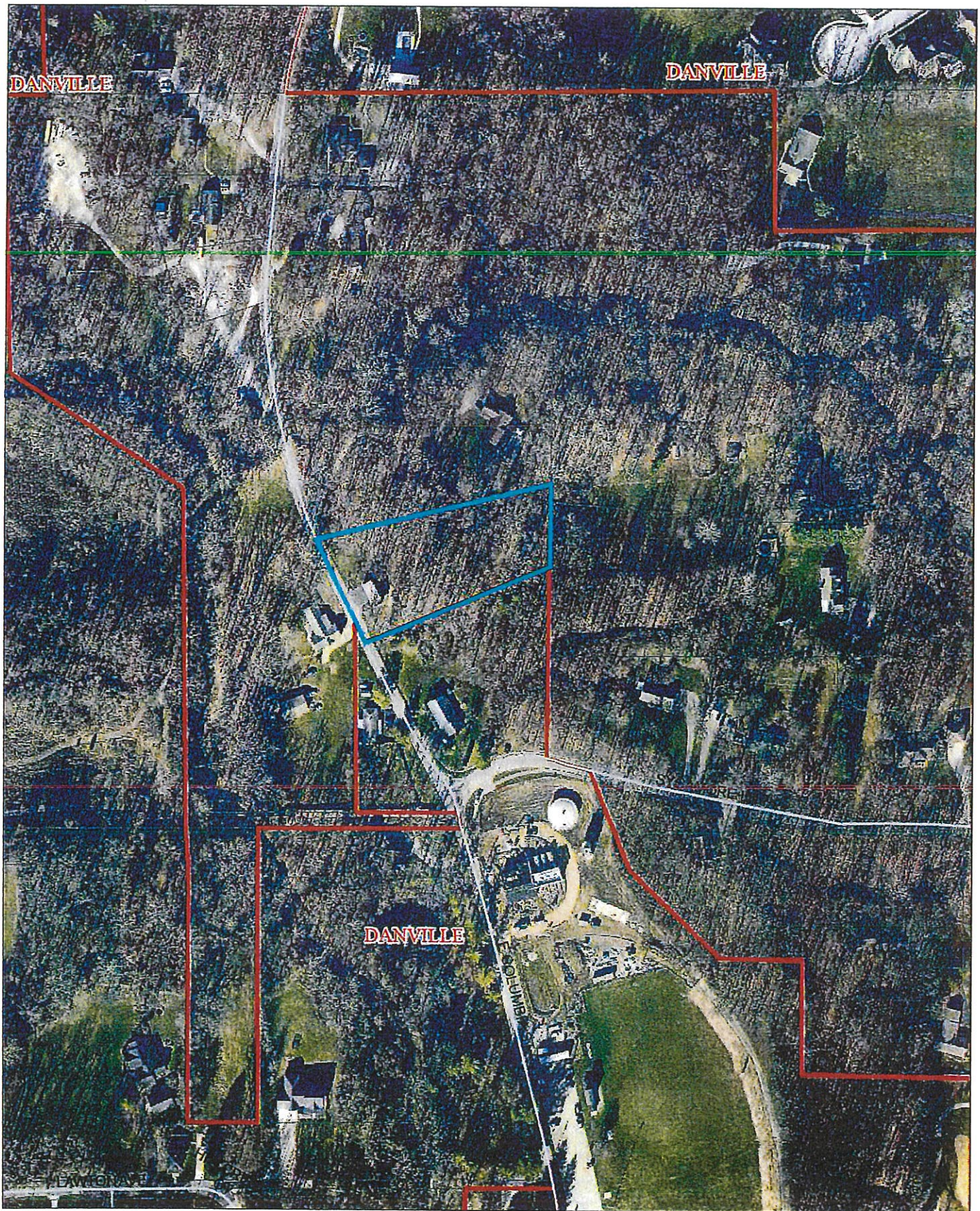
FAX: (317) 846-4298 / (317) 582-0662

EMAIL: orders@hahnsurveying.com

www.hahnsurveying.com

Job No.: S22-12712
Sheet 3 of 3

EXHIBIT B



SEP 16 2024

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

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

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

Executed this 16 day of September, 2024

Olivia Sevigny Gabriel Sevigny
Property Owner

Karen Lewis
Property Owner
Ed Lewis

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: Sept. 18, 2024

SEP 16 2024

SURVEYOR LOCATION REPORT

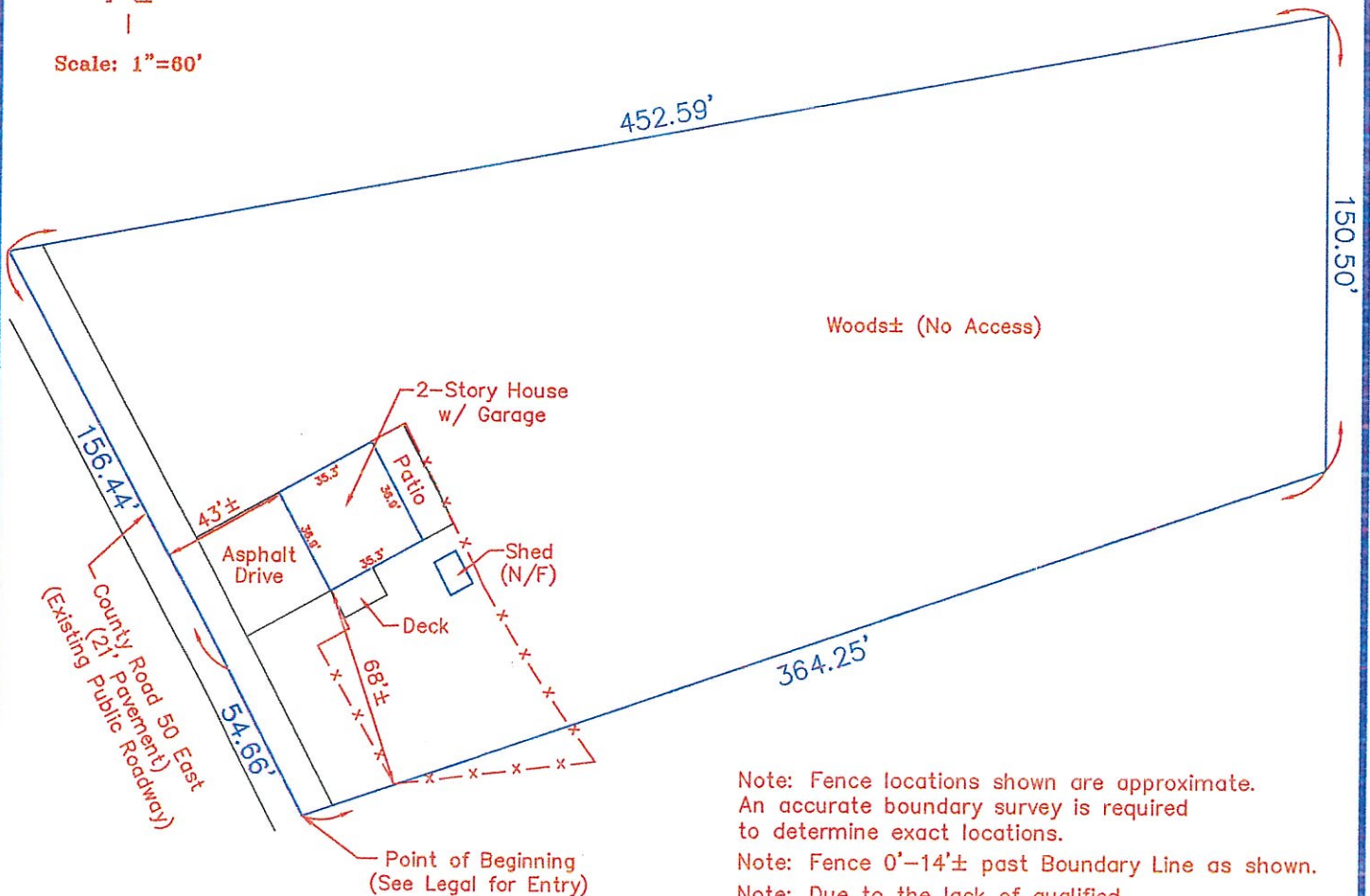
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Legend

— X — X — Fence±
N/F No Foundation



Scale: 1"=60'



Note: Fence locations shown are approximate. An accurate boundary survey is required to determine exact locations.

Note: Fence 0'-14'± past Boundary Line as shown.

Note: Due to the lack of qualified monumentation found, the accuracy of this report is limited to 10'±.



HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120

Indianapolis, IN 46260

PHONE: (317) 846-0840 / (317) 846-4119

FAX: (317) 846-4298 / (317) 582-0662

EMAIL: orders@hahnsurveying.com

www.hahnsurveying.com



CERTIFIED: August 25, 2022

Chad D. Hahn

Chad D. Hahn
Registered Land Surveyor,
Indiana #20300031
Job No.: S22-12712
Drawn By: MP
Sheet 2 of 3

Gabriel & Olivia Seigny
(317) 833-2203
Seigny2017@gmail.com
577 N County Road 50 E
Danville, IN 46122

September 16, 2024

SEP 16 2024

Lisa Ternet
Town Planner
Town of Danville
49 N Wayne St.
Danville, IN 46122

Dear Lisa,

Thank you for the consideration of being annexed into the Town of Danville. As discussed previously, our hope was for it to be introduced and brought into the public hearing for the October meeting. We are in the process of selling our home. We plan on closing on 9/25/2024. Ownership will transfer 10/6/2024 before annexation is complete. The new homeowners (Amanda Babinec, Karen & Ed Lewis) have been made aware of this process and have also been included in/signed the petition paperwork. Thank you!

Sincerely,

Gabe & Olivia Seigny

ORDINANCE NO. 27-2024

**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**

**MICHAEL J. & KATRINA S. STULTZ
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 Center Township, Section 3, Township 15N, Range 1 West, Zephyr Estates, Lot 1, Amended, 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 1150 Money Lane 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 shall be zoned Residential 1 District (R1); and

WHEREAS, the Annexation Territory consists of approximately 1.05 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 October 16th, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 20th, 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
Michael J. and Katrina S. Stultz
1150 Money Lane

Oct 7th Petition was filed for annexation into the Town of Danville.

Oct 11th Legal notice submitted to *The Republican*.

Petitioner submits public hearing notice for annexation to run one time in The Republican on October 17th

Oct 17th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 16th **Annexation ordinance is introduced.**

Nov 5th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Nov 6th Town Council holds public hearing on annexation.

Nov 6th Minimum 14-day waiting period begins before Council can take final action on annexation.

Nov 19th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

**Nov 20th Town Council adopts annexation ordinance.
Fiscal plan is adopted by Town Council.**

Nov 25th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 28th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 28th 30-day waiting period ends.

Dec 30th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.*

\$ 50.00

PETITION FOR ANNEXATION

2024-2207

Common Address of Property: 1150 Money Lane Danville Va. 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Michael J and Katrina S. Stultz

Mailing Address of Petitioner: 1150 Money Lane Danville

Petitioner's Phone Number: 317-407-8992

Petitioner's Email: Stultz3@att.net

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

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-03-281-005.000-002

of Persons Living on Property: 2 Acreage: 1.054

Zoning Sought: Residential Current County Zoning: Single Family Residence

Present Use of Property: ~~Residential~~ Residential

Plans for Changes in Use of Property: No

Reasons for Seeking Annexation: Hooked to Danville Water to replace well

Electrical Service Provider: Hendricks Power Existing Sidewalks: Yes ☒ No ☐

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

Michael J. Stultz Katrina S. Stultz

Name(s) of Petitioner(s) - printed or typed

Signature(s) of Petitioner(s): [Signature] [Signature]

10-7-24
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)]

[Signature]
Received by


10-7-24
Date

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

We, Michael & Katrina Stille, owners of approximately 1.05 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 7 day of October, 2024




Property Owner



Property Owner

Acceptance of the Town of Danville:

By: 

Mark Morgan, Town Manager

Date: October 7, 2024

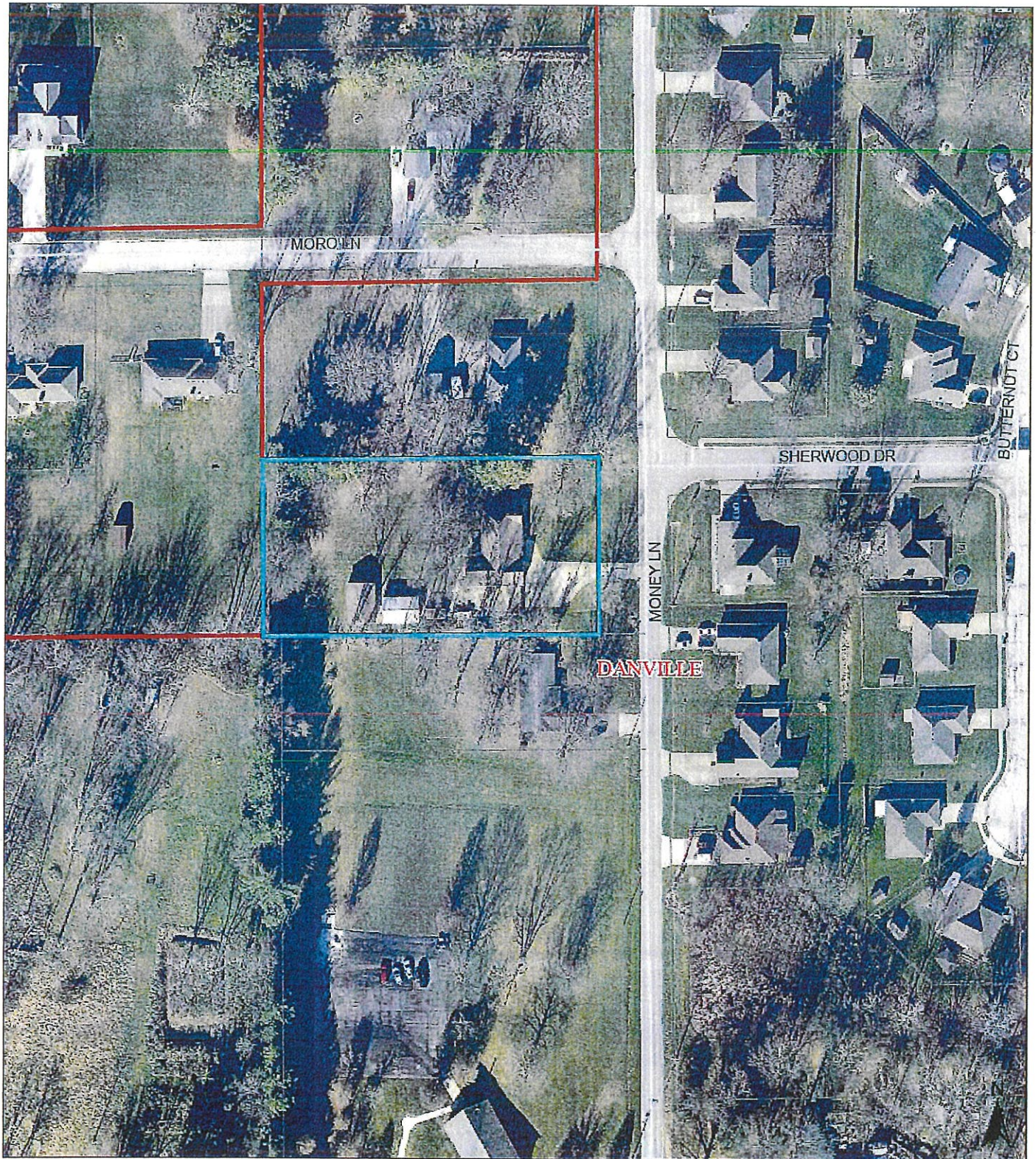
EXHIBIT A

Legal Description of Property

Lot number One (1) in Zephyr Estates, Amended Lot 1, in a subdivision in Center Township, Hendricks County, Indiana.

Exhibit B

Michael J. & Katrina S. Stultz



ORDINANCE NO. 28-2024

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

TONY PRESLEY 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 Center Township, Part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 15N, Range 1 West, 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 2949 East Main 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 shall be zoned Industrial Light District (IL); and

WHEREAS, the Annexation Territory consists of approximately 1.86 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 October 16th, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 20th, 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
Tony Presley
2949 East Main Street

Oct 7th Petition was filed for annexation into the Town of Danville.

Oct 11th Legal notice submitted to *The Republican*.

Petitioner submits public hearing notice for annexation to run one time in The Republican on October 17th

Oct 17th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 16th **Annexation ordinance is introduced.**

Nov 5th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Nov 6th **Town Council holds public hearing on annexation.**

Nov 6th Minimum 14-day waiting period begins before Council can take final action on annexation.

Nov 19th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Nov 20th **Town Council adopts annexation ordinance.**
Fiscal plan is adopted by Town Council.

Nov 25th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 28th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 28th 30-day waiting period ends.

Dec 30th Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.

\$ 50.00

PETITION FOR ANNEXATION

2024-2208

Common Address of Property: 2949 E. Main St. Danville, IN 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Tony Prosky

Mailing Address of Petitioner: 4888 E. Co. Rd. 100 S. Avon IN 46123

Petitioner's Phone Number: 317-538-5409

Petitioner's Email: ~~prosky~~ prosky5creek@gmail.com

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

Property Owner's Mailing Address: 4888 E. Co. Rd. 100 S. Avon, IN 46123

Tax ID / Parcel Number: 32-11-01-400-016000-002

of Persons Living on Property: 0 Acreage: 1.86

Zoning Sought: Light Industrial Current County Zoning: General Business

Present Use of Property: Concrete Contractor

Plans for Changes in Use of Property: None currently

Reasons for Seeking Annexation: City Sewer & Water

Electrical Service Provider: Duke Energy Existing Sidewalks: Yes / ☒ No

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

Tony Prosky
Name(s) of Petitioner(s) - printed or typed

[Signature]
Signature(s) of Petitioner(s):

10-7-24
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 Ternet 10-7-24
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, Tony Prasley, owners of approximately 1.56 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 7 day of October, 2024



Property Owner

Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

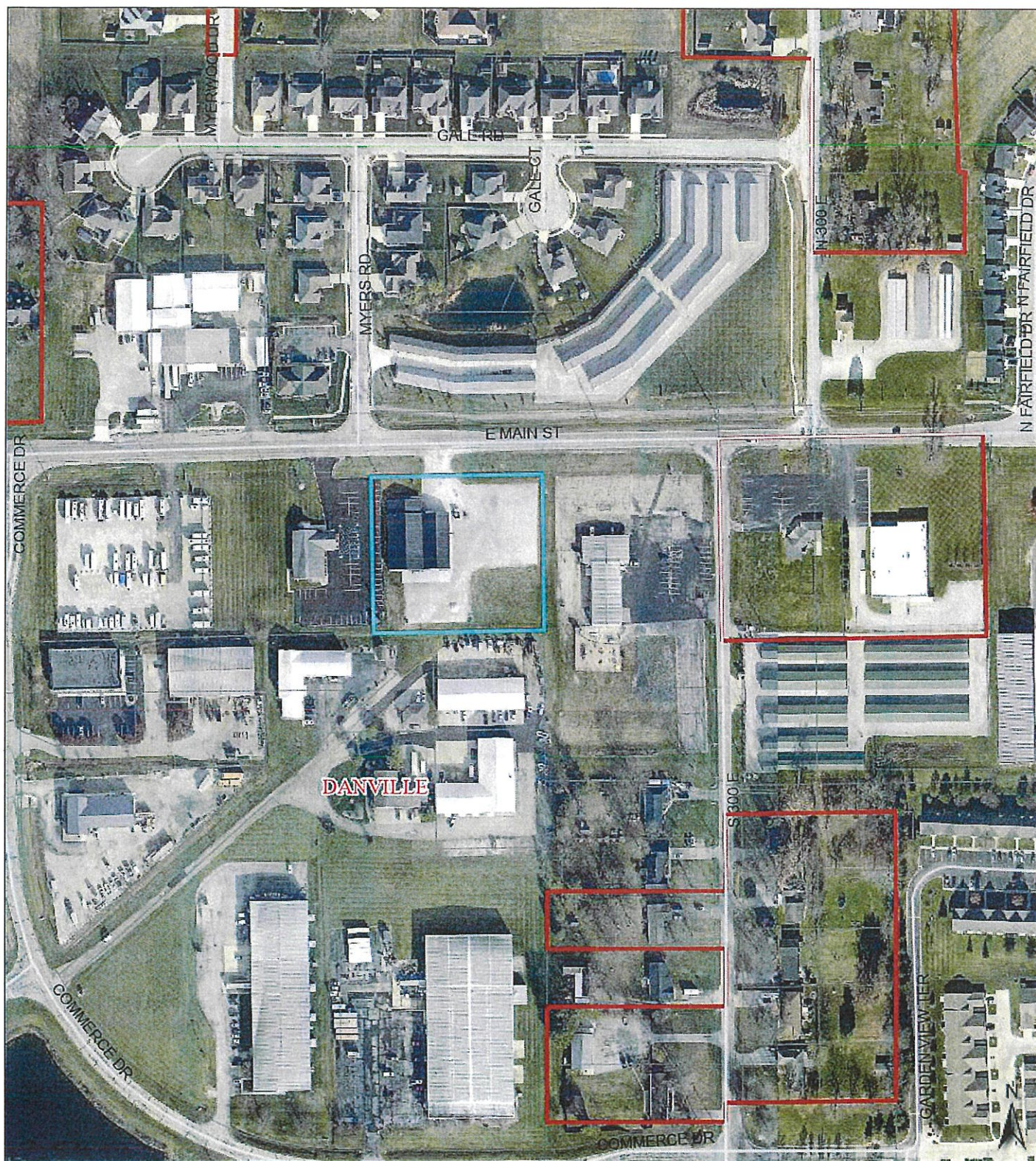
Date: 10-7-24

Exhibit A

Part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 15 North, Range 1 West, Hendricks County, Indiana, bounded and described as follows, to-wit:

From a corner stone marking the Southeast corner of said quarter quarter section; run thence North on and along the East line thereof a distance of 502.70 feet and to the South right of way line of U.S. Highway #36; thence run in a Southwesterly direction on and along said right of way line 300.00 feet and to the place of beginning of this description; From said beginning point continue in a Southwesterly direction on and along said right of way line 300.00 feet; thence run South parallel to said East line 270.00 feet; thence run in a Northeasterly direction parallel to said right of way line 300.00 feet; thence North parallel to said East line 270.00 feet and to the Place of Beginning, containing 1.86 acres, more or less. Subject to all highways, rights of way and easements.

Exhibit B
Tony Presley



ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
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Ordinance / Resolution Number: 26-2024

Be it ordained/resolved by the **Town Council** that for the expenses of **DANVILLE CIVIL TOWN** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **DANVILLE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Town Council	Town Council	10/16/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$500,000	\$0	0.0000
0101	GENERAL	\$10,500,000	\$3,500,000	0.5854
0180	DEBT SERVICE	\$195,102	\$250,000	0.0418
0254	LOCAL INCOME TAX	\$250,000	\$0	0.0000
0283	LEASE RENTAL PAYMENT	\$634,000	\$715,000	0.1196
0706	LOCAL ROAD & STREET	\$325,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$1,000,000	\$0	0.0000
1151	CONTINUING EDUCATION	\$75,000	\$0	0.0000
1301	PARK & RECREATION	\$1,200,000	\$800,000	0.1338
1380	PARK BOND	\$177,219	\$125,000	0.0209
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$50,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$750,000	\$525,000	0.0878
2411	ECONOMIC DEV INCOME TAX CEDIT	\$900,000	\$0	0.0000
6501	WATER	\$3,500,000	\$0	0.0000
		\$20,056,321	\$5,915,000	0.9893

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
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Home-Ruled Funds (Not Reviewed by DLGF)

Fund Code	Fund Name	Adopted Budget
9500	Park Non-Reverting Fund	\$950,000
9501	Stormwater	\$900,000
9502	HOST Community Agreement	\$1,600,000
9503	Sewer Operating	\$4,100,000
9504	Fire Donation Fund	\$25,000
9505	Police Donations	\$150,000
9506	Food and Beverage Tax	\$375,000
9507	OPIOID FUND - RESTRICTED	\$75,000
9508	Pool & Park Donations	\$50,000
		\$8,225,000

Name		Signature
David Potter	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Bret Doub	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Greg Irby	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Michael Chatham	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Chris Gearld	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Carrie Lofton	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issuse debt after December 1 and before January 1

Yes ☒ No ☐

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☒

REQUESTING DEPARTMENT: Public Works**FUNCTION OR NEED OF REQUESTED PURCHASE:**

Replace a 2009 Ford F-550 with a 2019 Chevrolet 2500, and purchase a new Chevrolet 1500 to be assigned to the Asst. Superintendent. The current shop truck (2009 F-550) is substantially larger than needed for a shop truck, and is underutilized. Replacing the the current shop truck with the current Asst. Superintendent's truck (2019 Chevrolet 2500) will increase fuel economy and usability of the shop truck. Purchasing the Chevrolet 1500 will also increase fuel economy from the current Chevrolet 2500 currently assigned to the Asst. Superintendent.

FINANCIAL ANALYSIS:

COST PER ITEM	\$ 29,984.50
# OF ITEMS REQUESTED	1
TOTAL AMOUNT REQUESTED	\$ 29,984.50

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

IS RENOVATION REQUIRED Yes / No
IS ADDITIONAL SPACE NEEDED Yes / No
EXPECTED LIFE 15 YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	
RAINY DAY (510)	
EDIT ()	
LRS Supplies (2202-5-500-43750)	\$ 29,227.50
MVH New Equip.(2201-5-500-44000)	\$ 757.00

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

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

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


COUNCIL NOTES:REQUESTED BY: DATE 10/8/2024



Date/Time: 10/3/2024 3:01:19 PM

Buyer: Cj Shelhorse

Trade: 2009 Ford F-550 (31,852 mi.)

Salesperson: J.T. Horlacher

2024 Chevrolet Silverado 1500 Custom RZ151684



VIN: 1GCPDBEK6RZ151684

Odometer: 2,468

Color: Summit White

Body Type: Crew Cab Pickup

*Originally	\$51,880.00
Rebates	\$4,250.00
*Discounted Price	\$47,630.00
Government Fee	\$16.25
Proc/Doc Fee	\$237.50
Total Payment	\$47,883.75

Payments are approximated based on an average interest. The final terms of your loan or lease may differ depending on the actual terms of the financial institutions acceptance and are negotiable. (*) Tax, title, payoff, and \$237.50 document preparation fee (unless itemized above) are extra. Pricing may not include additional installed accessories.

X _____
Customer Signature Date

X _____
Manager Signature Date



Champion Chevrolet
183 S County Road 525 E
Avon, IN 46123

Appraisal Voucher

Customer Information

Name: Cj Shelhorse
Address:
City:
Region:
Postal Code:
Home Phone:

Appraisal Information

Completed Date: 9/30/2024 10:24 AM
Appraised Value: \$16,800.00
Appraiser: Shay Foley
Salesperson: J.T. Horlacher

Vehicle Description

Year: 2009
Make: Ford
Model: F-550SD
Series:

Odometer: 31,852
VIN: 1FDAF57Y39EA94561
Color: White

Photos



Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle Salvaged

Yes ☐ No ☒

Flood Damage

Yes ☐ No ☒

Factory Buyback

Yes ☐ No ☒

Previously Damaged

Yes ☐ No ☒

Emission Systems Verified

Yes ☐ No ☒

Odometer Replaced

Yes ☐ No ☒

Owner Signature _____

Date _____

Sales Manager _____

Appraiser _____

©2024 vAuto, Inc.

Purchase Voucher	
Champion Chevrolet 183 S County Road 525 E Avon, IN 46123 www.chevyofavon.com	7648 00-6687/0000
PAY TO THE ORDER OF <u>Cj Shelhorse</u>	DATE <u>9/30/2024</u>
Expires 10/7/2024 or 400 miles from 31852	
<u>Sixteen thousand eight hundred and 00/100</u>	\$ <u>16,800.00</u>
DOLLARS 	
FOR <u>2009 Ford F-550SD</u>	MP
⑈8778288614⑈ ⑈1FDRF57Y39EA94561⑈ 05256425⑈	
This voucher good for 7 days or 400 miles above what is on odometer at the time of evaluation	

vAuto

Bill Estes Ford
450 E NORTHFIELD DR
Brownsburg, IN 46112

Appraisal Voucher

Customer Information

Name: TOWN OF DANVILLE
Address:
City:
Region:
Postal Code:
Home Phone:

Appraisal Information

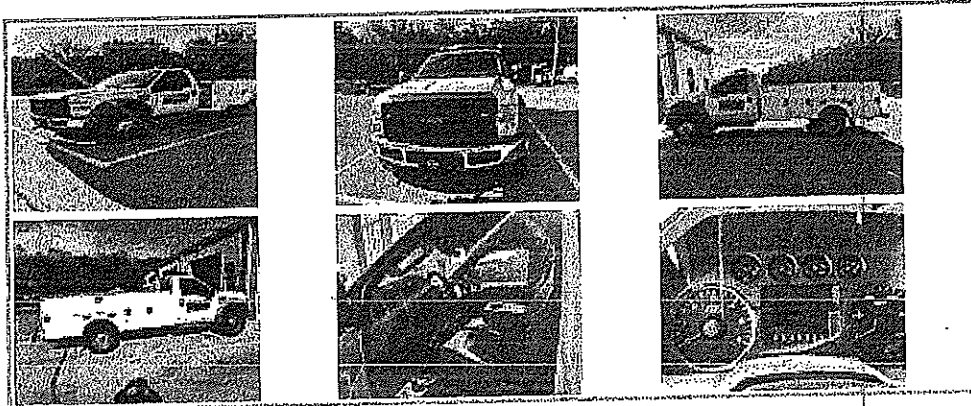
Completed Date: 9/30/2024 3:39 PM
Appraised Value: \$14,000.00
Appraiser: James White
Salesperson: Stephen McCauley

Vehicle Description

Year: 2009
Make: Ford
Model: F-550SD
Series: XL

Odometer: 31,851
VIN: 1FDAF57Y39EA94561
Color: White

Photos



©2024 vAuto, Inc.

Purchase Voucher

Bill Estes Ford
450 E NORTHFIELD DR
Brownsburg, IN 46112
www.billestesford.com

7648

00-1187/0000

DATE 9/30/2024

PAY TO THE ORDER OF TOWN OF DANVILLE

\$ 14,000.00

Fourteen thousand and 00/100

DOLLARS

FOR 2009 Ford F-550SD

1*87782886141* 1*1FDAF57Y39EA94561* 052564251*

This voucher good towards a vehicle purchase - NO CASH VALUE, NON TRANSFERABLE, VOID WHERE PROHIBITED



John Jones

POLICE PURSUIT VEHICLES



2024 Silverado 1500 WT 4x4 Crew Cab

NEW 2024 CHEVROLET SILVERADO 1500 WORK TRUCK 4WD 4D CREW CAB
VIN: 1GCUAEDXRZ342636 STOCK: S3800R



(20) Photos **John Jones** AUTO GROUP

SALEM
johnjonesautogroup.com

BASIC INFO

Exterior:	Summit White	Drivetrain:	4WD
Interior:	Jet Black	Transmission:	10-Speed Automatic
Engine:	EcoTec3 5.3L V8	Fuel Efficiency:	15 CITY / 20 HWY



currently IN STOCK!!

DESCRIPTION

ABS brakes, Compass, Electronic Stability Control, Front Frame-Mounted Black Recovery Hooks, Illuminated entry, Low tire pressure warning, Remote Keyless Entry, Remote keyless entry, Traction control 4WD EcoTec3 5.3L V8



John Jones
POLICE PURSUIT VEHICLES



2024 Silverado 1500 WT Crew Cab 4x4

John Jones Police Pursuit Price - \$51,035.00*

**Applicable fees not included. (\$245.00 DOC and \$37.50 title fee. Note-all dealers charge these fees). Price is good for 10 days or while quantities are available*

Price with all fees Price \$51,317.50

John Jones Discount - \$6,333.00

Complete Price - \$44,984.50

Trade of 2009 Ford F550 *EA94561 - \$15,000.00

Complete price with trade - \$29,984.50

Quote Prepared by Tim R. Troyer for the Town of Danville Indiana 10/4/2024
LawEnforcementSales-JohnJonesAutoGroup
PolicePursuitDivisionDirect-260-316-5833/Business-812-883-3081
www.policepursuitvehicles.com / www.johnjonesautogroup.com

John Jones is a full-service police vehicle and emergency services up-fit dealer that provides a turn-key law enforcement vehicle to the customer's specifications. A large inventory of police vehicles and a wide range of emergency response products on hand, equates to a fast build time. This puts you and your staff in service fast and from one place. We do not subcontract, and all our services are done by our certified employees. From start to finish you are working with one company, one salesperson.

We are distributors, certified installers, and stock products from these fine companies: Whelen, Federal Signal, Sound Off, Havis, Stalker, Pro-gard, Truck Vault, Strong Box and more!

**YOUR ONE - STOP SHOP
FOR POLICE PURSUIT VEHICLES**

