



DANVILLE TOWN COUNCIL  
WORK STUDY SESSION  
February 5, 2025 @ 6:00PM

The Danville Town Council will be conducting a Work Study Session on February 5, 2025, at 6:00pm. The location will be the Council Room located in the Danville Town Hall at 49 N. Wayne Street, Danville, IN 46122.

Agenda will include:

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Topics of Discussion**
  - A. Fire Protection Territory**
    - 1. Proposed Interlocal Agreement DRAFT.**
    - 2. Proposed Ordinance to Establish Danville-Center Township Fire Protection Territory DRAFT.**
    - 3. Proposed Ordinance to Establish Danville-Center Township Equipment Replacement Fund DRAFT.**
  
- VI. Motion to Adjourn**

## Topic Summary

### A. Fire Protection Territory

1. Proposed Interlocal Agreement DRAFT – Council Members will be asked to voice their concerns with the wording or other components of the proposed Interlocal Agreement to form a Fire Protection Territory with Center Township.
2. Proposed Ordinance to Establish Danville-Center Township Fire Protection Territory DRAFT – Council members will be asked to voice their concerns with the wording or other components of the proposed Ordinance to Establish a Fire Protection Territory with Center Township. As a reminder, the Town's Ordinance and the Township's Resolution must be alike in wording and content.
3. Proposed Ordinance to Establish Danville-Center Township Equipment Replacement Fund DRAFT – Council members will be asked to voice their concerns with the wording or other components of the proposed Ordinance to Establish an Equipment Replacement Fund with Center Township. As a reminder, the Town's Ordinance and the Township's Resolution must be alike in wording and content.

All comments will be recorded and turned in to the PFT legal counsel for review.

**DANVILLE-CENTER TOWNSHIP FIRE PROTECTION TERRITORY AGREEMENT**

This Agreement is entered into as of this 19th day of March, 2025 by and between the Town of Danville, Hendricks County, Indiana, by its Town Council (“Danville”), and Center Township, Hendricks County, Indiana, by its Trustee and its Township Board (“Center”).

WHEREAS, I.C. §36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and,

WHEREAS, Center and Danville currently have an existing arrangement to provide fire services within Danville and the unincorporated portions of Center; and,

WHEREAS, Danville is geographically located within Center: and,

WHEREAS, each of the Units believe that fire protection can be more efficiently provided at the levels they believe to be appropriate for the citizens and property of those Units involved by entering into a Fire Territory agreement; and,

WHEREAS, the Trustee and Township Board of Center and Town Council of Danville have determined that it will be in the best interests of the citizens of those Units to enter into an agreement to form a fire protection territory;

NOW THEREFORE, the parties agree as follows:

1. Establishment of Fire Protection Territory. The Trustee and Township Board of Center and Town Council of Danville both hereby join with each other under the provisions of IC 36-8-19 to establish a fire protection territory (the “Territory”). The Territory shall be known as the **Danville-Center Township Fire Protection Territory.**

2. Boundaries. The area constituting the Territory shall include the entire unincorporated area of Center which includes the entire area of Danville.

3. Provider Unit. The Provider Unit, as described in IC 36-8-19-3, shall be Danville.

4. Fire Department. The Danville Fire Department, Inc, Hendricks County, Indiana (“Department”) shall provide fire services to the Territory. This Department may be reorganized or a new department may be selected if it is determined to be in the best interest of the Territory.

5. Participating Units. The Participating Units, as defined in I.C. §36-8-19-2, shall be Center and Danville.

6. Purposes. The Territory shall provide to the Participating Units the following services:

- a. Fire protection, including the capability for extinguishing fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the Territory;
- b. Providing emergency medical services where appropriate or dispatched;
- c. To provide fire and building code support, enforcement, and investigation and related services.
- d. Such other functions and services, related to emergency medical services, fire protection, rescue, fire and safety code enforcement, fire prevention and hazardous materials mitigation as empowered by the State of Indiana, as the parties may agree.

7. Term of Agreement. The term of this Agreement shall be from July 1, 2025, or as otherwise prescribed by law, through December 31, 2025 and shall automatically renew for successive one (1) year periods, until a party passes a resolution after January 1 and before March 1 of any calendar year, terminating this Agreement, effective July 1 of that calendar year for the departing Unit.

8. Territory Executive Board.

- a. Established: The Participating Units hereby establish an Executive Board to be known as the Danville-Center Township Fire Territory Executive Board (“Board”). The Board shall provide for general administrative and executive decisions of the Territory subject to the budget approval, appropriation and other financial requirements provided for herein and pursuant to I.C. 36-8-19 *et. seq.*
- b. Membership on the Board will consist of five (5) voting members and one ex-officio non-voting member as follows:
  - i. Center shall select two (2) members, one of whom shall be the Township Trustee and the other shall be appointed by the Township Board and may be a member of the Township Board or an otherwise qualified resident of the Township, to act as their representatives on the Board and must reside in unincorporated Center Township unless the Trustee resides in unincorporated Center Township;
  - ii. Danville shall select two (2) members, one of whom shall be a member of their Council, and the second may be a member of the Council or may be an otherwise qualified resident of the Town to act as their representatives on the Board;
  - iii. Any participant may recall, replace, and appoint a different Board member for their unit as the need arises for any cause at all unless a specific elected official serves on the Board;

- iv. A Fifth member of the Board shall be selected by the Administration of the Fire Department subject to review and input from the non-probationary firefighters through their union representative. This member shall be identified and qualified to serve within thirty (30) days of the organizational meeting of the Board. An ideal candidate will have education or experience in public finance, first response, construction, property insurance, or other related fields beneficial to the operation of the Territory. This selection may not be a present employee of the Department, vendor, contractor, or volunteer member of the Department. This At-Large member must reside within the Territory area and there is no limit on the number of terms this member may serve so long as he or she is duly qualified, nominated and selected by the Department. Vacancies shall be filed according to procedure for the initial appointment of the 'At Large' member.
    - i. The Chief of the Department shall be a non-voting *ex officio* member to provide technical advice and support to the Board;
    - ii. A quorum consists of a majority of the voting members of the Board. Notwithstanding anything herein to the contrary, all decisions of the Board require the affirmative vote of a majority of the voting members unless a unanimous vote is required herein;
    - iii. All Participating Units must designate their voting member by January 15 of each calendar year except in the year that the Territory is established, then the voting members must be designated within thirty (30) days of the Territory being established by the Participating Unit.
- c. Terms of Service and Election of Officers
- i. For appointments to the Board of unelected members, an initial two (2) year term shall be set and all subsequent terms shall be four (4) years after the initial term. Terms of elected Officials on the Board shall be coterminous with their elected office.
  - ii. The Board will appoint, from its membership, a Chairperson, a Secretary and such other officers as it deems appropriate.
  - iii. Chairperson. The Chairperson shall preside over each meeting, call meetings to order, present and conduct business according to the meeting agenda, and see to the order and decorum of all meetings.
  - iv. Secretary. The Secretary shall be selected by a majority of the Board members during the first meeting of each calendar year except at the initial organizing meeting of the Territory a Secretary shall be selected at that meeting. The Secretary shall report all official meetings of the Board and shall be required to have copies of the minutes of such meetings submitted to each Member a minimum of three (3) days prior to the next scheduled meeting.
  - v. If any Board member is no longer eligible to serve for their respective Participating Unit (i.e. moved out of the jurisdiction), that member shall be

considered automatically resigned and the Participating Unit shall select a replacement Board member within thirty (30) days. If in the event the Department Chief position is vacant, the Acting Chief shall fill the *ex-officio* position.

- vi. If in the event any member is incapacitated or otherwise incapable to serve, the respective Participating Unit will nominate a replacement to serve.
  - vii. Compensation: No member of the Board may be compensated for her/his service to the Territory unless it is determined that the compensation will not result in the service to the Territory becoming a dual lucrative position and the compensation has been approved as part of the annual budget of the Territory. Each Participating Unit may directly compensate their own representatives to the Board as part of their compensation from that Unit directly.
  - viii. Each member, other than the At-Large member, shall act as liaison with the Participating Unit he/she represents, enhancing communication between the Township Board, Town Council, the Department, the community, and the Board.
  - ix. If a member misses three (3) meetings in a twelve consecutive month period without a medical excuse the Board may, upon written notice to the absent member, present the question of that members removal from the Board. If such a removal occur, the respective Participating Unit would treat the position as vacated and fill by a new appointment..
  - x. Within forty-five (45) days of this Agreement, the Board shall conduct an initial organization meeting to fulfil the requirements of Section 8(b) & (c) and any other business necessary to establish the Board.
- d. Regular and Special Meetings. The Board shall conduct a minimum of one (1) regularly scheduled meeting per month through the calendar year, unless the Board determines at a regular or special meeting that the next subsequent month's meeting is unnecessary, and the Board may schedule its next meeting less frequently than once per month. The Board shall receive and approve or reject with modifications the annual budget for the Territory as recommended to it by the Department in accordance with Section 10. Special meetings of the Board may be called at any time by the Chairperson. The Chairperson shall call a special meeting if a majority of the members request one in writing.
- e. Notice of Board Regular and Special Meetings. Public notice of the date, time and place of all regular or special meetings, executive sessions or of any rescheduled or reconvened meeting of the Board shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. Public notice shall be given by posting a copy of the notice at the entrance of the building or room where the meeting is to be held and by sending to all news media submitting an annual written request for such notices in accordance with I.C. §5-14-1.5-5(b)(2). Written notice for reconvened meetings is not required where

announcement of the date, time and place of the reconvened meeting is made at the original meeting and recorded in the minutes thereof. In addition to the foregoing, the provisions of the Indiana Open Door Law, I.C. §5-14- 1.5 *et seq.* shall apply to all meetings of the Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements under this Agreement.

- f. Quorum and Voting. At any meeting of the Board, the presence of three (3) voting members of the Board shall constitute a quorum. Unless otherwise provided in this Agreement, action by the Board shall be authorized by the affirmative vote of a majority of the total members of the Board acting at a properly called meeting at which a quorum is present.
- g. Meeting Agendas. A written agenda shall be established by the Chairperson subject to requests by the other members of the Board. The agenda shall be provided to each member of the Board a minimum of two (2) business days prior to the scheduled meeting date and shall be posted at the meeting place at the time of the meeting.
- h. Public Records. An official record of all meetings of the Board shall be maintained in the Territory's principal office or by the Provider Unit. Accurate memoranda of all meetings shall be kept in accordance with I.C. §5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, I.C. §5-14-3 *et seq.*
- i. Executive Sessions. The Board may hold meetings in executive session as authorized by and in accordance with the procedures established in I.C. §5-14-1.5. Final action on all matters must be taken at a meeting open to the public in accordance with Indiana law.
- j. Workshops. The Board may hold such workshops or administrative meetings for the information and education of Board members and employees servicing the Territory as are deemed necessary from time to time. Unless otherwise allowed under applicable law, all such workshops and administrative meetings shall be open to the public.
- k. Powers, Duties and Responsibilities of the Board: Board shall have the following powers, duties and responsibilities with respect to the operations of the Territory:
  - i. The Board shall have as its primary responsibilities the planning and provision of adequate fire protection, fire prevention and emergency response throughout the Territory as provided in this Agreement and administration and oversight of any agreements with the Department.

- ii. The Board shall receive all reports, papers, recommendations, and other materials required to be submitted to the Participating Units under the provisions of this Agreement.
- iii. The Board shall receive, review and take action on the budget for the Territory in accordance with the provisions of Section 10 below.
- iv. The Board shall adopt by majority vote of the Board members an annual salary resolution for the personnel serving the Territory, which resolution shall state the number of positions in the Department, their respective base salaries, any incentive or incremental pay additions, and the salary for a first-class firefighter which shall include the salaries, fees, volunteer pay or pay-per-run arrangements for all other personnel serving the Territory. The salary resolution shall be submitted to the Provider Unit for approval in conjunction with the annual budget process.
- v. At its regular meeting, the Board shall receive and review monthly Department activity reports, monthly claims registers showing expenditures made on behalf of the Territory, and any other items of concern to the administration of the Territory.
- vi. The Board shall have the power to appoint the Chief of the Department, which appointment must be by the majority vote of the Board members. The Board shall conduct an evaluation of the Chief of the Department on an as needed basis. The existing Chief of the Department at the time the Territory is established will remain the Chief of the Territory.
- vii. The Board shall have the power to remove the Chief of the Department by a unanimous vote of the Board members. In the event the Chief of the Department is removed he or she shall be given the rank in the Department held at the time of appointment as Chief of the Department, or to such rank to which he had been appointed during his tenure as Chief. If such a position is not open, the Chief shall be entitled to the pay of such rank and shall be promoted to that rank as soon as an opening is available.
- viii. The Board may appoint an attorney for the Territory. The attorney for the Territory shall provide such legal consultation and representation as is deemed necessary by the Board and shall advise and represent the Board and the Department as required.
- ix. The Board may appoint a financial advisor for the Territory. The financial advisor for the Territory shall provide such financial consultation and representation as is deemed necessary by the Board and shall advise and represent the Board and the Department as required.



9. Delegation of Specific Powers to the Executive Board. Pursuant to I. C. §36-1-7-2(a) and (b), and I.C. §36-1-7-3, the Participating Units hereby transfers and delegates to the Board the following specified powers and authority to further the purposes of this Agreement:

- i. Own and Acquire Property. Each of the Participating Units delegates to the Board the power to own, acquire and dispose of real and personal property in the name of the Territory for the purpose of providing fire protection and prevention and emergency response within the Territory, subject to the availability of an approved appropriation for any acquisition of real or personal property.
- ii. Contracts. Each of the Participating Units delegates to the Board the power to enter contracts and leases in the name of the Territory for facilities and services related to the purposes of this Agreement (including, but not limited to agreements for mutual aid with other units), all subject to the availability of an approved appropriation to fund such contracts or leases.
- iii. Purchasing Agent. Each of the Participating Units delegates to the Board the power to act as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement.
- iv. Sue and Invoke Remedies. Each of the Participating Units delegates to the Board the authority to sue and defend suits in the name of the Territory and to invoke any legal, equitable or special remedy for the enforcement of any powers vested by law or delegated by this Agreement to the Department, the Board, or the Territory.
- v. Gifts and Donations. Each of the Participating Units delegates to the Board the authority to accept gifts, donations, grants and subsidies to the Territory for fire protection, fire prevention, fire safety and emergency response purposes. Any such gifts, donations, grants and subsidies shall be deposited in the appropriate Territory fund and held and accounted for by the Provider Unit along with other Territory funds. These gifts, donations, grants and subsidies shall be held and accounted for in a separate fund from the Fire Protection Territory Fund.
- vi. General Authority. In addition to the foregoing, each of the Participating Units delegates to the Board such additional or incidental authority and power as shall be necessary to accomplish the specified powers and

authorities delegated herein, or as is otherwise necessary to accomplish the specified purposes of this Agreement.

- vii. Limitation on Delegation of Authority. Notwithstanding the foregoing delegation of authority, if a Public Work is proposed by the Territory pursuant to I.C. 36-1-12-4 or a contract for supplies pursuant to I.C. 5-22-7 both Participating Units shall be consulted and must both approve pursuit of the same by the Territory. If the Territory determines it is necessary to sell, transfer or liquidate any property of the Territory, real or personal, with an appraised or estimated market value of Fifty Thousand Dollars (\$50,000) or more, both Participating Units shall be consulted and must both approve the sale, transfer or disposal of the property.

10. Fire Protection Territory Budget:

- a. Department Budget Recommendation. The Department shall, on or before June 1<sup>st</sup> of each calendar year, except in the first year when it shall do so as soon as practically possible, submit to the Board a proposed budget for all operations of the Territory for the forthcoming budget year, which proposed budget shall contain all proposed fees, salaries, depreciation, rents, supplies, contingencies and all other expenses to be paid from the Fund, as well as all anticipated capital expenditures for fire protection equipment proposed to be expended from the Equipment Fund and any other recommended expenditures. The proposal may contain a proposed reasonable operating balance, not to exceed one hundred twenty percent (120%) of the budgeted expenses for fire services as allowed by I.C. §36-8-19-8(c).
- b. On or before July 1<sup>st</sup> of each calendar year, the Board shall consider the proposed budget and either approve or reject with modifications the proposal by a majority vote. In the event of the approval or modification of the proposed budget, the proposed budget shall be referred to the Provider Unit for consideration and approval.
- c. In the event that the Board rejects the proposed Budget, the Department shall attempt to reconcile the Budget subject to the Board's basis for rejection and resubmit it to the Board for final consideration by August 1<sup>st</sup>. The Board shall have until August 15<sup>th</sup> to reconsider the reconciled budget and either accept it or reject it with comments to be provided to the Provider Unit.
- d. No later than August 15<sup>th</sup>, the Board shall submit an approved reconciled Budget to the Provider Unit incorporating the Board's suggested changes or its basis for rejection of the reconciled budget for the Provider Unit's consideration and approval. The reconciled budget will also be submitted to the Participating Unit for informational purposes.

- e. If the Board fails to submit responses or comments pursuant to the timeline prescribed in this section 10, the Provider Unit shall adopt a budget using its sound discretion to incorporate recommendations of the Board and Department and maintain compliance with Indiana budgeting requirements.
- f. In the event the proposed budget is approved it shall be included with the budget for the Provider Unit, the Provider Unit shall accept the recommendation of the Board regarding the Territory Budget, and it shall appropriate the funds contained in the budget and establish a tax levy to be imposed throughout the Territory in an amount required to fund the approved budget.
- g. The budget shall provide for reimbursement of Provider's administrative costs as part of its annual proposed budget for administrative expenses, book-keeping costs, or other regular expenses for providing support to the Territory. The amount for the foregoing year shall be determined during the budgeting process.
- h. If for any reason the Provider Unit does not adopt the Board's proposed budget as presented, it shall provide a written explanation of the changes from the proposed to adopted Budget to the Board within thirty (30) days of adopting the alternate budget.

11. Fire Protection Territory Fund.

- a. The Provider Unit shall establish a Fire Protection Territory Fund ("Operating Fund"). All expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, equipment, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the Territory shall be paid from the Operating Fund. Except as provided in this Agreement or at law, the Fund may not be used for any other expenses.
- b. The following monies shall be deposited into the Operating Fund, as received by the Participating Units:
  - i. All receipts from taxes imposed by the Participating Units to fund the expenses described in this Section;
  - ii. Any money transferred to the Operating Fund by the Provider Unit if any;
  - iv. Any other fees or charges, not otherwise designated for specific purposes by statute, collected by reason of the providing of firefighting, emergency medical, permitting and license, inspection, fines and penalties, or ambulance services by the Territory.
  - v. Any donations, grants, gifts, or other funds designated for use by the Department.

- c. Additional Appropriations. If at any time it is determined that an additional appropriation is necessary over and above the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds or funds to become available from whatever source, such additional appropriation must first be approved by the Board by a majority vote and then be submitted to the legislative body of the Provider Unit which shall either approve or reject the additional appropriation in accordance with its regular procedures. In the event an additional appropriation is approved, it shall be submitted to the Indiana Department of Local Government Finance, if required.
- d. Uniform Tax Rate. The Participating Units agree to establish and impose a uniform tax rate upon all of the taxable property within the Territory in order to generate sufficient funds for the purposes set forth in Section 6 above in accordance with the terms of I.C. §36-8-19-6 and §36-8-19-8. The Participating Units further agree to establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding a Fire Protection Equipment Replacement Fund for the purposes set forth herein.
- e. Equipment Replacement Fund and Excess Levy. The Participating Units agree to the establishment of a Fire Protection Equipment Replacement Fund, to be used for the purchase of any additional firefighting apparatus, equipment and housing that will be used to serve the Territory. The property tax rate for the Fire Protection Equipment Replacement Fund levy may not exceed 0.0333 cents per one hundred dollars of assessed value. Recommendations for expenditures from the Fire Protection Equipment Replacement Fund may be forwarded to the Board by the Department or by any of the Participating Units and may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation for expenditure from the Fire Protection Equipment Replacement Fund, the Board shall consider such recommendation at its next regular or special meeting, and may either approve, modify or reject the recommendation by majority vote. Approved recommendations for expenditures from the Fire Protection Equipment Replacement Fund shall be forwarded to the Provider Unit which shall approve, modify or reject the proposed expenditure in accordance with its regular appropriation procedures. In the event the proposed expenditure is approved, and an appropriation is made, subject to any necessary approvals from the Indiana Department of Local Government Finance, if required, the approved expenditure shall be forwarded to the Provider Unit's Executive and such expenditure shall be made at the appropriate time as directed by the Board. In the event the legislative body of the Provider Unit rejects the expenditure, it shall be returned to the Board for further consideration or action. Funds may only be expended from the Fire Protection Equipment Fund upon the approval of the Board and the Provider Unit as provided for herein. Pursuant to I.C. §36- 8-19-8(c), if the amount levied in any year for the Fire Protection Equipment Fund exceeds the amount necessary to cover expenses of the Territory for that year, upon the recommendation of the Board to the

Participating Units and the approval of all the Participating Units, such surplus money may be transferred by the Provider Unit to the Fire Protection Equipment Fund in an amount not to exceed five percent (5%) of the levy for the Fire Protection Equipment Fund.

- f. Incurrence of Debt. A recommendation to incur debt to finance the purchase of fire protection equipment or facilities for use by the Territory may be forwarded to the Board by the executive or legislative body of any Participating Unit for consideration and action at any regular or special meeting of the Board. A recommendation to incur debt may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation to incur indebtedness pursuant to this Section, the Board shall consider such recommendation at its next regular or special meeting, and shall either approve, modify or reject the recommendation by majority vote. Indebtedness may be incurred only if each fiscal body of the Participating Units adopt identical ordinances or resolutions specifying the amount and purpose of the debt, subject to approval, if required by the State of Indiana, in accordance with I.C. §36-8-19- *et seq.* and/or other applicable law at such time. Upon the final approval of the incurrence of indebtedness by the legislative body of each Participating Unit, a uniform property tax rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the terms of the adopted ordinance and resolutions all in accordance with the provisions of I.C. §36-8-19-8 and §36-8-19-9.
- g. Current Fire Funds. After the effective date of this agreement and the establishment of the Operating Fund and Fire Protection Equipment Fund (the “Funds”), each Participating Unit may transfer to the Funds all or a portion of the sums that have been appropriated by the Participating Unit for fire protection and sums contained in any cumulative fund maintained by the Participating Unit for the purchase of fire protection equipment.
- h. Capital Assets. Each Participating Unit may own certain capital assets, including firefighting apparatus, equipment, and housing which will be used to provide fire protection and emergency services for the Territory. These assets shall remain the sole property of the Participating Unit. If any Participating Unit has incurred any debt in the acquisition of firefighting assets prior to establishing the Territory, that respective Participating Unit will be responsible for repaying its respective debts unless agreed otherwise in writing. Any capital assets owned by the respective Participating Units prior to entering this Agreement or otherwise under contract to be acquired shall remain titled solely in the name of that Participating Unit. This shall not preclude the Territory from providing future maintenance, insurance or use of the pre-Territory acquired equipment after the Territory is formed.

## 12. Withdrawal and Dissolution.

- a. Any Participating Unit may withdraw from the Territory, by passing an appropriate resolution or ordinance after January 1 but before March 1, providing for the withdrawal. The withdrawal is effective July 1 of the year in which it is adopted.
- b. If a Participating Unit withdraws from the Territory, the responsibility of the Territory to provide fire protection and emergency medical services to that Participating Unit shall cease as of midnight, June 30<sup>th</sup> of the year in which the Agreement is terminated.
- c. In the event that a Participating Unit withdraws from the Territory, any balances remaining in the Operating Fund or the Fire Protection Equipment Replacement Fund after the payment of all outstanding bills and of any transfers made by the Provider Unit shall be divided pro rata between the withdrawing Participating Unit and the remaining Participating Units in the same proportion as the Participating Units contributed to the Operating Fund during the most recent complete calendar year in which the Territory existed. If the balances remaining in the Operating Fund or the Fire Protection Equipment Replacement Fund are not sufficient to pay all outstanding bills and of any transfers made by the Provider Unit, the Participating Units shall be required to contribute to the Operating Fund, from the Participating Unit's respective June property tax draws a pro rata amount necessary to cover those costs. The pro rata contribution between the Participating Units shall be in the same proportion as the Participating Units' respective June property tax draws for fire protection.
- d. If a Participating Unit withdraws from the Territory, any capital assets purchased jointly by the Participating Units will be valued as of the effective date of the withdrawal and the withdrawing Participating Unit will be entitled to a share of that value, as determined by the withdrawing Participating Unit's contribution to the acquisition of the respective capital assets. The remaining Participating Units in the Territory may distribute cash or assets to satisfy the obligation to the withdrawing Participating Unit, at the discretion of the remaining Participating Units. Any asset acquired by and titled to a single participating unit shall remain the property of that participating unit.
- e. In the event that a Participating Unit withdraws from the Territory, the provisions of I.C. §36-8-19-9(c) shall apply and the withdrawing Participating Unit shall continue to repay that Participating Unit's share of that indebtedness by imposing a property tax within the boundaries of the Participating Unit until the indebtedness is paid in full. The Department of Local Government Finance shall determine the amount of the indebtedness that represents the withdrawing Participating Unit's fair share, considering the equipment purchased, the useful life of the equipment, the depreciated value of the equipment, and the number of years the withdrawing Participating Unit benefited from the equipment.
- f. This Agreement shall terminate if there are not at least two (2) contiguous Participating Units, one (1) of which is designated as the Provider Unit. In the event of the termination of this Agreement, the provisions of I.C. §36-8-19-9(c) shall apply and all assets of the Territory shall be divided pro rata among the

## Participating Units.

13. Code Enforcement. The Participating Units designate and establish the Provider Unit through the Department the enforcing authority for any uniform fire and building codes of the County or State of Indiana, any ordinances or resolutions of the participating units as designated by such Participating Units, ambulance fee schedule, fireworks or amusement permitting and inspection procedures to be enforced throughout the Territory, including but not limited to I.C. §36-8-17-7 and to collect any fines or penalties payable to the Territory for violations of any such laws or ordinances.

## 14. Miscellaneous:

- a. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Board, the Territory, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.
- b. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
- c. Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of an appropriate resolution or ordinance approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be recorded with the Hendricks County Recorder, and the date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to I.C. §36- 1-7-6.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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**TOWN COUNCIL OF THE TOWN OF DANVILLE, HENDRICKS COUNTY**

\_\_\_\_\_  
David Potter, President

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

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

\_\_\_\_\_  
Michael Chatham, Vice-President

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

ATTEST:

\_\_\_\_\_  
Carrie E. Lofton, Clerk-Treasurer  
Town of Danville, Hendricks County, IN



**CENTER TOWNSHIP, HENDRICKS COUNTY**

CENTER TOWNSHIP BOARD  
HENDRICKS COUNTY, INDIANA

\_\_\_\_\_  
Patsy Wynn

\_\_\_\_\_  
Deelynna Oliphant

\_\_\_\_\_  
Beth Harvey

ATTEST:

\_\_\_\_\_  
William Wright, Trustee  
Center Township, Hendricks County

STATE OF INDIANA

)

) SS:

ACKNOWLEDGMENT

COUNTY OF HENDRICKS

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Before me, the duly elected Trustee of Center Township, Hendricks County, Indiana and pursuant to Ind. Code § 33-42-5-1 in and for said County and State, personally appeared Beth Harvey, Deelynna Oliphant, Patsy Wynn

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature \_\_\_\_\_  
William Wright, Trustee  
Center Township, Hendricks County, IN

**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.**

\_\_\_\_\_  
**Jeffrey M. Bellamy**

This document was prepared by Jeffrey M. Bellamy, Thrasher Buschmann and Voelkel, P. C. 8840 Woodfield Crossing, Suite 310, , Indianapolis IN 46240.

**TOWN OF DANVILLE, HENDRICKS COUNTY**

**ORDINANCE NO. - DRAFT**

**ORDINANCE TO ESTABLISH THE DANVILLE-CENTER TOWNSHIP FIRE PROTECTION TERRITORY AND TO ADOPT THE DANVILLE-CENTER TOWNSHIP FIRE PROTECTION TERRITORY AGREEMENT, AND TO ESTABLISH AN EQUIPMENT REPLACEMENT FUND**

WHEREAS, Ind. Code 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and,

WHEREAS, The Town of Danville (“Danville”) and Center Township (“Center”) currently collaborate with each other to provide or receive fire protection and Emergency Medical Services (“EMS”); and,

WHEREAS, Danville and Center are contiguous to one another, with Danville’s boundary being within Center Township; and,

WHEREAS, in the formation of a Territory, the participants are permitted to establish an Equipment Replacement Fund pursuant to IC 36-8-19-8.5; and,

WHEREAS, the Town Council of Danville and Center Township Board have determined that it will be in the best interests of the citizens of their units of government to enter an interlocal agreement to form a fire protection territory pursuant to Ind. Code 36-8-19; and,

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Town Council of Danville hereby joins together with the Center Township Board both of Hendricks County, Indiana, under the provisions of IC 36-8-19 to establish a fire protection territory.
2. The boundaries of the Danville-Center Township Fire Protection Territory include the municipal boundaries of Danville and extend to the boundaries of unincorporated Center Township.
3. The provider unit shall be the Town of Danville.
4. The participating units shall be Center Township and the Town of Danville. All units involved shall be Participating Units.
5. Upon the adoption of this Ordinance by Danville and a corresponding Resolution by Center, the participating units agree that the property tax rates imposed on all taxable property in Center and Danville, for the services provided by the fire protection territory shall be the same.

6. The agreement to establish the fire protection territory shall include the creation of a Fire Protection Territory Fund by Danville, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The money in the fund may be used to repay advances made by either Danville or Center to the fund, if any, or to transfers to the Fire Protection Equipment Replacement Fund.

7. The budget for the Fire Protection Territory Fund shall be approved by Danville, subject to the procedures detailed in the Agreement titled the "Interlocal Cooperation Agreement for the Danville-Center Township Fire Protection Territory." ("Interlocal Agreement") The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

8. The Interlocal Agreement shall include the establishment of a Fire Protection Equipment Replacement Fund, to be used to purchase fire protection equipment, or other capital needs, including but not limited to real estate or buildings. There shall be a separate levy, on all taxable property. The property tax rate for the Equipment Replacement Fund levy may not exceed three and thirty-three hundredths cents (\$0.0333) per one hundred dollars (\$100) of assessed value.

9. The Interlocal Agreement provides for the establishment of an executive board which shall perform certain administrative, planning, and operating business of the territory with the involvement of all the Participating Units subject to the terms of the Interlocal Agreement. The participating units may delegate such other administrative, budget and fiscal responsibilities of the Territory to the joint executive board of the fire protection territory as provided for in the Interlocal Agreement.

10. The Participating Units designate and establish the Provider Unit the enforcing authority for any uniform fire and building codes of the County or State of Indiana, any ordinances or resolutions of the Participating Units pertinent to the fire protection territory, fireworks or amusement permitting and inspection procedures to be enforced throughout the Territory, including but not limited to IC 36-8-17-7 & 7.5 and to collect any fines or penalties payable to the Territory for violations of any such laws or ordinances. Enforcement may be performed through the fire department, which may be contracted through the joint executive board.

11. The Interlocal Agreement shall also authorize the participating units to do all other acts provided under the provisions of IC 36-8-19 not otherwise agreed upon or limited by the Interlocal Agreement.

12. The Interlocal Agreement shall detail how property held by the territory will be disposed if a participating unit withdraws from the territory or the territory is dissolved.

13. All prior Resolutions, Ordinances, or parts thereof that are inconsistent with any provisions of this Ordinance are hereby repealed.

14. A copy of the Interlocal Agreement is attached hereto and included as part of and incorporated by reference into this Ordinance and enforceable as an Ordinance of the Town and pursuant to the Laws of the State of Indiana.

15. This Ordinance is hereby adopted at the duly noticed meeting of the Town Council of the Town of Danville held this 19th day of March, 2025.

TOWN COUNCIL OF THE TOWN OF  
DANVILLE, HENDRICKS COUNTY,  
INDIANA

\_\_\_\_\_  
David Potter, President

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Bret Doub

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Greg Irby

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Michael Chatham, Vice-President

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Chris Gerald

ATTEST:

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Carrie E. Lofton, Clerk-Treasurer  
Town of Danville, Hendricks County, IN

**THE TOWN OF DANVILLE, HENDRICKS COUNTY**

**ORDINANCE NO. DRAFT**

**ORDINANCE ESTABLISHING THE DANVILLE-CENTER  
TOWNSHIP FIRE PROTECTION TERRITORY EQUIPMENT  
REPLACEMENT FUND  
Under Indiana Code 36-8-19-8.5**

**BE IT ORDAINED** by the Town Council of the Town of Danville, Hendricks County, Indiana, that a need now exists for the establishment of a Fire Protection Territory Equipment Replacement Fund for the Danville-Center Township Fire Protection Territory for all uses as set out in Indiana Code 36-8-19-8.5.

**BE IT FURTHER ORDAINED** that this Town Council will adhere to the provisions of Indiana Code 36-8-19-8.5. The proposed fund will not exceed \$0.0333 on each \$100 of assessed valuation. Said tax rate will be levied beginning with taxes due and payable in 2026 and thereafter, continuing until reduced or rescinded.

**BE IT FURTHER ORDAINED** that the proofs of publication of the public hearing held on the 19th day of March, 2025 and a certified copy of this Ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. This Fire Protection Territory Equipment Replacement Fund is subject to the approval of the Department of Local Government Finance.

**BE IT FURTHER ORDAINED** that the Town of Danville is the Provider Unit of the Danville - Center Township Fire Protection Territory. The other participating unit is Center Township, Hendricks County. The Town of Danville, as Provider Unit, is authorized to establish this Fund.

This Ordinance contains or incorporates by reference the contents of the agreement to establish the Fund, including the Interlocal Cooperation Agreement for the Danville – Center Township Fire Protection Territory.

Duly adopted by the following vote of the members of said Town Council of the Town of Danville, Hendricks County, Indiana, this 19<sup>th</sup> day of March, 2025.

TOWN COUNCIL OF THE TOWN OF  
DANVILLE, HENDRICKS COUNTY,  
INDIANA

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David Potter, President

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Bret Doub

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Greg Irby

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Michael Chatham, Vice-President

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Chris Gerald

ATTEST:

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Carrie E. Lofton, Clerk-Treasurer  
Town of Danville, Hendricks County, IN