

TOWN OF DANVILLE

Town Council Agenda

January 22, 2025

7:00pm

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes**
- IV. Public Comment** – 3 minutes per person
- V. Public Meeting**
 - A. Letter of Engagement: Legal Services – Town Manager
 - B. Ordinance 1-2025: Amendment to the Salary Ordinance – Clerk/Treasurer
 - C. PTO Update – Assistant Town Manager
 - D. Request to Send Out RFP: Towing – Police Department
 - E. CER: Skid Steer – Public Works
 - F. CER: SCADA System – Wastewater

- 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 given to the Town of Danville, their permission for said publication, which may contain their image or statements

TOPIC SUMMARY

Approval of Minutes:

1/8/25: Council Meeting. *Will require a Vote.*

- A. Letter of Engagement: Legal Services** – Town Manager will present a letter of engagement from TAFT Law for legal services for 2025. This would include Council Meetings, Plan Commission and BZA. Other matters would be presented by Legal Counsel on a case-by-case basis. *Will require a Vote.*
- B. Ordinance 1-2025: Amendment to the Salary Ordinance** – Clerk/Treasurer will present an ordinance to amend the 2025 Salary Ordinance due to the omission of Medic Stipends in the current version. salary ordinance. Staff is requesting to suspend the rules to act on this matter tonight. Will require a unanimous vote of all in attendance to suspend and then 2/3 to pass the ordinance. *Will require two Votes.*
- C. PTO Update** – Assistant Town Manager will provide an update on the PTO Conversion Calculator. *Will require a Vote.*
- D. Request to Send out RFP for Towing** – Police Department will present a proposal to the Council to send out RFPs for Towing Services. *Seeking Consensus*
- E. Capital Expenditure Request: Skid Steer** – Public Works will present a request to expend funds to purchase a Skid Steer to enhance their operations. *Will require a Vote.*
- F. Capital Expenditure Request: SCADA System** – Wastewater will present a request to expend funds to replace the aging SCADA System for the plant. *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*****

CHOU-IL LEE
317-713-3519
cleee@taftlaw.com

January 10, 2025

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

Re: Engagement of Taft Stettinius & Hollister LLP

Dear Council:

Thank you for selecting Taft Stettinius & Hollister LLP ("Taft") to represent the Town of Danville (the "Town") in connection with general matters. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to the Town. During the course of the representation, our client will be the Town.

Scope of Engagement. We have been engaged to provide legal services to the Town in regards to general municipal legal issues. Such work shall include the requested work stated in the RFP issued by the Town including representation of the Area Plan Commission and the Board of Zoning Appeals. Each year, unless this engagement has been terminated previously by the Town, a separate engagement letter shall be presented for the Town's consideration in January.

Client Responsibilities. The Town agrees to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed by providing complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in

the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Fees. The Town agrees to pay Taft a monthly \$6,500.00 flat fee for general matters. This monthly flat fee excludes employment, litigation, and bond matters.

Non-Retainer Fees. The Town agrees to pay the hourly rates listed below for employment, litigation, and bond matters. These matters will be issued separate invoices each month. Taft agrees to a twenty (20%) discount for litigation and employment matters. The bond matters will be invoiced at Taft's standard rates and shall be opened under a separate engagement letter. All other matters outside of this engagement and employment matters shall not proceed until Final Action from the Town Council instructing Taft to proceed.

Our hourly billing rates for lawyers currently range from \$260.00 per hour for new associates to \$800.00 per hour for senior partners. Time devoted by paralegals is charged at billing rates ranging from \$140.00 to \$355.00 per hour. Our standard rates are reviewed periodically, usually annually, and are subject to change during the course of this engagement. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained.

Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend the performance of services for you.

Termination of Engagement. The Town may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the Town of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Town through the date of termination.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Taft, by entering into this engagement with the Town, is required to enroll in and verify the work eligibility status

Town of Danville, Indiana
January 10, 2025

of all of its newly hired employees through the E-Verify program. Taft is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Taft hereby states that it does not knowingly employ an unauthorized alien. Taft further affirms that, prior to entering into the Contract with the Town, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Appropriation. The Parties acknowledge that the Town is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this engagement, the Town's fiscal body should fail to appropriate sufficient funds to continue this engagement, it will become null and void. The Town shall not be obligated to perform unless and until sufficient funds are appropriated. The Town agrees to seek funding for the continuation of the engagement during each budget cycle during the initial term or subsequent term of this engagement. The Town agrees to inform Taft in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

Non-Discrimination. Taft agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this engagement, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this engagement.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

Sincerely,



Chou-il Lee

Town of Danville, Indiana
January 10, 2025

AGREED TO AND ACCEPTED:

Danville Town Council

Signature:

Printed Name and Title:

Dated

ORDINANCE 1 - 2025

**An Ordinance to amend Ordinance 32 - 2024
"2025 Salaries and Other Compensation for Officials, Employees
and Appointees of the Town of Danville".**

Whereas, the Danville Town Council approved and adopted Ordinance 32 - 2024 which established wages and salaries of employees of the Town of Danville;

Whereas, the salary ordinance needs amended to add Section 19: Medic Stipend to be effective December 27, 2024;

Whereas, the Wage & Salary Section can be amended.

Now, Therefore, be it ordained that Ordinance 1 - 2025 be amended as follows:

The Town will provide each full-time firefighter/paramedic affiliated with Hendricks Regional Health and performing the duties of a paramedic for the Danville Fire Department with a \$2,000 per year stipend to be paid each pay period in the amount of \$76.93.

So approved this 22nd day of January, 2025.

TOWN OF DANVILLE

David Potter

Attest:

Carrie E Lofton, Clerk – Treasurer

Michael Chatham

Christopher Gearld

Gregory Irby

Bret Doub

PTO CHART

7 Hour Model (Based Off 35 Hour Work Week)

Starting on year	Annual Hours Accrued	Monthly Hours Accrued	Annual Hours Equivalent to Work Days
0-6 Months	14	0.00	0.00
Start of 6 Months through Years 1, 2, 3, 4	84	7.00	12.00
Start of Year 5, 6, 7, 8, 9	105	8.75	15.00
Start of Year 10, 11, 12, 13, 14	140	11.67	20.00
Start of Year 15, 16, 17, 18, 19	175	14.58	25.00
Start of 20 Years +	210	17.50	30.00

35 Hours are allowed to be carried over to the next year.

8 Hour Model (Based Off 40 Hour Work Week)

Starting on year	Annual Hours Accrued	Monthly Hours Accrued	Annual Hours Equivalent to Work Days
0-6 Months	16	0.00	0.00
Start of 6 Months through Years 1, 2, 3, 4	96	8.00	12.00
Start of Year 5, 6, 7, 8, 9	120	10.00	15.00
Start of Year 10, 11, 12, 13, 14	160	13.33	20.00
Start of Year 15, 16, 17, 18, 19	200	16.67	25.00
Start of 20 Years +	240	20.00	30.00

40 Hours are allowed to be carried over to the next year.

24 Hour Model (Based on Fire Shifts)

Starting on year	Annual Hours Accrued	Monthly Hours Accrued	Annual Hours Equivalent to Work Days
0-6 Months	48	0.00	0.00
Start of 6 Months through Years 1, 2, 3, 4	96	8.00	4.00
Start of Year 5, 6, 7, 8, 9	144	12.00	6.00
Start of Year 10, 11, 12, 13, 14	192	16.00	8.00
Start of Year 15, 16, 17, 18, 19	240	20.00	10.00
Start of 20 Years +	288	24.00	12.00

48 Hours are allowed to be carried over to the next year.

New Changes

After completion of 6 months the 1 year earn rate will be used for the remainder months in that year.

PTO = Vacation, Personal, Anniversary, Birthday, Fire ETO

PTO awarded 1st of January each year.

35, 40, 48 Hour Max Carry over

No PTO payout beyond 80 hrs when leaving on good terms.

Sick and Comp Time are separate from this category.

2025 is a hybrid year.

REQUEST FOR PROPOSAL VEHICLE TOWING AND STORAGE SERVICES

INTRODUCTION

1. The Town of Danville (Town) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals to be an authorized tow service for the Town of Danville and the Danville Police Department (DPD). The DPD must routinely arrange for the removal of disabled, abandoned, or otherwise impounded vehicles and the safe storage of these vehicles until they are claimed by their owners. Authorized tow services will provide on-call towing and storage of impounded private vehicles or towing, and cleanup of debris left by vehicles involved in motor vehicle crashes in our jurisdiction. The Town intends to authorize one or more providers for these services and seeks the most efficient and cost-effective solution based on the criteria contained in this RFP. The Town does not guarantee or imply that a specific number of vehicle tows will occur or provide a minimum expectation of the number of vehicles that will be towed by any contractor.
2. The specifications herein have been established to provide the Town with prompt, efficient, and courteous towing and storage services at reasonable and uniform costs. The Town shall have the right to thoroughly inspect and investigate the establishment, facilities, business reputation, availability and quality of equipment, and other general qualifications of any contractor, and to reject any if it is determined that the tow service lacks any required qualifications. During the period a contractor is an authorized contractor, the Town reserves the right to inspect, during normal business hours, the contractor's facilities and records related to the towing of vehicles for the Town.
3. If more than one tow service enters into an agreement with the Town to be a towing service provider, each contractor will rotate the on-call service in a manner established by DPD. The rotation schedule will be prepared and maintained by DPD and will endeavor to distribute the on-call rotation in a fair and consistent manner. Rotation schedules will be prepared and provided to contractors at a reasonable time after the time of the award.
4. Any reference to model and/or make/manufacturer used in this RFP is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired; proposals on items of like quality shall be considered.
5. Proposals to be an authorized towing contractor for the Town will be valid for not less than sixty (60) days after the date received. The Town will select the proposal or combination of proposals that, in its opinion, is/are in the best interests of the Town. The Town reserves the right, at the sole discretion of the Town, to reject all proposals and to waive technicalities, but also retains the right of evaluation and determination of which proposals are deemed to be in the best interests of the Town's residents and the operational requirements of DPD.
6. The original copy of the proposal, signed by an authorized representative of the company, clearly marked "VEHICLE TOWING AND STORAGE SERVICES", is to be submitted and addressed as follows:

Danville Police Department
Attention: Chief Jim Hilton
49 N Wayne Street
Danville, IN 46122
Request for Proposal: Vehicle Towing and Storage Services

Proposals shall be submitted by **February 7th, 2025, by 3:30pm.**

Responsive proposals may be hand delivered to the above address by the date and time specified. It is the responsibility of the contractor to deliver the proposal in accordance with the instructions contained herein. Proposals dispatched but not received by the Town by the proposal time shall be returned, unopened, to the contractor.

7. **Confidentiality of Documents.** Proposals shall be opened so as to avoid disclosure of contents to competing contractors and kept confidential during the process of award. However, all submitted proposals shall be available for public inspection after the proposals are awarded. Trade secrets and confidential information as specified by the contractor that are contained in the proposals shall not be open for public inspection to the extent permissible by law.
8. **Contact with Town Employees.** To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) named in this RFP. Contact with any other Town employee regarding this RFP is expressly prohibited without prior consent of the person(s) named herein. Proposals submitted by contractors who directly contact other Town employees in violation of this stipulation will be eliminated from consideration.

Questions should be submitted to Jim Hilton, at jhilton@danvillein.gov

SCOPE OF SERVICES

The contractor shall provide all towing, recovery, and related services for vehicles and equipment impounded by the DPD for all requests made by an authorized representative of the DPD if the contractor is summoned by the Hendricks County Communications Center (HCCC), a police officer, or a community support officer.

1. Towing consists of, but is not limited to, all labor that results from hooking up, hoisting, winching, and towing away a parked vehicle. This includes but is not limited to such services as: gaining entry to a vehicle, straightening the front wheel, securing the steering wheel, releasing the brake, and/or disengaging the transmission.
2. Such services include tow trucks, tractors, trailers, equipment, qualified drivers, and all fuel, maintenance, repairs, permits, and any other items of expense or equipment necessary to provide towing/recovery services and cleanup of debris as needed at each scene.
3. If the vehicle cannot be towed in normal fashion, towing includes all labor necessary to "float" the vehicle.

4. When summoned by the HCCC or DPD to the scene, the contractor shall remove and tow the vehicle to the contractor's authorized storage lot or facility, or at the request of the DPD to any Town-owned facility designated by the DPD member at the scene.
 5. The contractor shall acknowledge that at the scene of an accident, if the investigating officer determines a traffic hazard exists, the owner or operator of the vehicle may select a tow company of his or her own choice to remove the vehicle, as long as the personal choice tow company can arrive on scene within twenty (15) minutes after being summoned. If the investigating officer determines that no traffic hazard exists, the owner or operator of the vehicle may select a tow company at his or her own expense without the response time requirement.
 6. The contractor shall not proceed to, or arrive at, the scene of a motor vehicle crash for the purpose of attempting to secure a tow without first being summoned to that location by HCCC or a member of the DPD.
 7. When summoned to the scene of a motor vehicle crash for the purpose of towing a vehicle, the contractor shall clean, sweep up, and collect all debris from the street and surrounding public property resulting from the crash, including but not limited to auto body parts, debris, or discharged fluids from the involved vehicles.
 8. The contractor shall be able to provide services as described in this RFP on a twenty-four (24) hour, seven (7) days per week basis and should be able to provide services on any scene inside the Town within twenty (15) minutes after notification with a properly registered recovery vehicle capable of providing the required services.
 9. The contractor shall provide emergency road services for vehicles owned by the Town upon request and be willing to transport those vehicles to a repair facility of the Town's choosing. The contractor shall submit a monthly invoice to the Town for all services provided to Town-owned vehicles.
 10. The contractor agrees to permit the cancellation of service calls at no expense to the Town or vehicle owner.
 11. The contractor agrees to verify proof of proper release authorization and documentation prior to the release of vehicles impounded by the DPD.
 12. No person shall be permitted to access an impounded vehicle to remove items without prior documented authorization from the DPD.
 13. Under no circumstances shall the Town of Danville or the Danville Police Department be charged or incur any storage fees for stolen and recovered property or stolen and recovered vehicles. The contractor shall not seek remuneration from the Town, the DPD, or the lawful owner for storage fees related to such property or vehicles.
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FLEET, FACILITIES, AND PRACTICES

1. The contractor must be able to store up to 20 vehicles outdoors in a secure fashion with a minimum of a six-foot-tall perimeter fence and a gate that is locked outside of normal business hours around the storage area. The secured storage location must be within Hendricks County, the Town of Danville, or within a five (15) mile distance from the DPD headquarters building 49 N Wayne Street, Danville, IN 46122.

2. The contractor's storage lots and offices that are accessible to the public must be compliant with Title III of the Americans with Disabilities Act of 1990 (ADA). Failure to comply with the ADA will be the cause of termination of the agreement.
3. The contractor agrees to provide a minimum of three (3) tow/recovery vehicles with a minimum towing capacity of 26,000 pounds gross vehicle weight from 7:00 am to 7:00 pm, and a minimum of two (2) such vehicles from 7:00 pm to 7:00 am. At least one of those vehicles will be a flatbed tow truck or possess equipment necessary to "float" or tow an incapacitated vehicle.
4. The contractor must also have one fifty (50) ton or larger rotator heavy wrecker or have access to such a vehicle through an agreement with another provider.
5. The contractor shall ensure all recovery vehicles are registered as recovery vehicles in the State of Indiana in accordance with applicable law, with at least the minimum markings as required by State and Federal transportation laws.
6. The contractor shall employ sufficiently licensed, qualified, and competent personnel to perform towing services as stipulated in this RFP. All drivers must possess valid driver's licenses required to operate recovery vehicles.
7. The contractor is required to perform criminal background checks on all employees and may not permit a driver convicted of a felony crime, or vehicle theft to operate a tow vehicle.
8. No contractor personnel shall be under the influence of any intoxicant or prescription medication that impairs the mental or physical capacity of the person while on-duty or towing a vehicle.
9. All contractor personnel shall abide by all traffic laws and regulations while responding to, on scene of, and upon leaving the scene of a summoned tow. Personnel shall make reasonable efforts to provide courteous and cooperative service while engaged with members of the public.
10. The contractor agrees that it will not discriminate based on race, color, religion, creed, political ideology, sex, sexual orientation, gender, age, marital status, physical or mental disability, national origin, or other class protected by state or federal law.

INSURANCE

The contractor shall maintain sufficient insurance coverage for the duration of the agreement. Failure to do so will result in termination of the agreement.

1. **Certificate of Insurance (COI):** The contractor will provide a COI to the Town, indicating coverage and co-naming the Town as an additional insured party. The COI shall also provide for 90 days' advance written notice of cancellation of any coverage obtained under these terms.
2. **Comprehensive General Liability Insurance:** Minimum coverage of \$1,000,000 per occurrence and a minimum \$5,000,000 policy limit.
3. **Automobile Liability Insurance:** Not less than \$1,000,000 extending to cover contractor fleet vehicles and property damage liability.

4. **Umbrella or Excess Liability Insurance:** Minimum of \$1,000,000 per occurrence and an amount not less than an aggregate of \$5,000,000.
 5. **Worker's Compensation Insurance:** In an amount not less than statutory requirements.
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INDEMNIFICATION

The contractor shall hold harmless and indemnify the Town of Danville, its officers, representatives, elected and appointed officials, and employees from and against all lawsuits, damages, losses, claims, including attorney's fees, costs, and expenses related to the work performed under this RFP. At all times, the contractor is an independent contractor and in no way will he/she be construed as an employee of the Town of Danville or the Danville Police Department.

LEGAL

The contractor shall comply with all Federal and State laws, and ordinances of Hendricks County and the Town of Danville that pertain to the operation of towing and recovery services and equipment under this proposal. Duties performed must comply with the Occupational Safety and Health Act (OSHA), which guarantees workers the right to a safe and healthy workplace. OSHA stipulates that the employer must furnish to each employee a place of employment that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm. The Town reserves the right to reject any bid, cancel any contract, and pursue appropriate legal action if a contractor is found in violation of laws or ordinances.

GENERAL PROPOSAL INSTRUCTIONS

1. Proposals may be modified or withdrawn by an authorized representative of the contractor by formal written notice prior to the date and time specified for the opening of proposals. Submitted proposals become the property of the Town after the proposal submission deadline.
2. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the agreement.
3. The Town will not pay any costs incurred by any contractor in the preparation or printing of proposals, or in the award process. All costs shall be borne by the proposed contractor except for costs associated with inspections or visits to the contractor's sites conducted by Town employees.
4. The Town reserves the right to request additional technical information and negotiate all elements that comprise the contractor's proposal to ensure the best possible consideration is afforded to all concerned. The Town reserves the right to accept all or part of any proposal, to reject any or all proposals, and to resolicit for proposals.

ADDITIONAL INFORMATION – CHARGES, HOURS OF OPERATION, AND PAYMENT OPTIONS

A. Charges and/or Price List for Towing Services to the Public

- Standard Tow (light-duty vehicle): \$ ____
- Flatbed Tow (light-duty vehicle): \$ ____
- Heavy-Duty Tow (if applicable): \$ ____
- Mileage (if applicable): \$ ____ per mile
- Winching or Recovery (light-duty): \$ ____
- Daily Storage Fee: \$ ____ per day
- Administrative/Release Fee (if applicable): \$ ____
- Other (please specify): \$ ____

(Contractor may provide a more detailed or itemized price sheet as an attachment.)

B. Hours of Operation for Vehicle/Property Retrieval

- Regular Business Hours: ____ a.m. to ____ p.m., Monday through Friday.
- After-Hours Retrieval: By appointment only, arranged through the contractor's 24/7 contact line.

C. Payment Options

Citizens retrieving their vehicles or personal property may pay for towing and storage services by the following methods:

- Cash
- Credit Card (Visa, MasterCard, Discover, etc.)
- Debit Card
- Certified Check or Money Order
- *(The contractor may indicate any additional accepted payment methods or policies regarding personal checks.)*

End of Request for Proposal

REQUESTING DEPARTMENT: Public Works

FUNCTION OR NEED OF REQUESTED PURCHASE:

The department currently has one skidsteer in inventory to conduct daily operations. This unit is a tracked unit, and still works as it should. However, there are many times where the department needs to utilize the skid steer for multiple projects at once. Adding this unit would provide an additional piece of equipment to enable the department to tackle multiple tasks simultaneously (i.e. replacing concrete and Milling & patching). This unit also comes with hi-flo hydraulics, enabling a wider range of attachments to be utilized.

FINANCIAL ANALYSIS:

COST PER ITEM	\$ 40,000.00
# OF ITEMS REQUESTED	1
TOTAL AMOUNT REQUESTED	\$ 40,000.00

PURPOSE OF REQUEST NEW REPLACEMENT

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM? Yes No
IF 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 ()	
GENERAL ()	
LRS(2202.42200.00000.0500)	\$ 40,000.00

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

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

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

Carrie E. Lofton
Mark R. Wong

COUNCIL NOTES:

REQUESTED BY: *Crest*

DATE 1/15/2025



SALES AGREEMENT

Quote No 134767-01
DATE Dec 09, 2024

6300 Southeastern Avenue., Indianapolis, IN 46203 Phone: (317) 545-2151- Fax:(317) 860-3310 Visit our website: www.macallister.com

PURCHASER	TOWN OF DANVILLE			
STREET ADDRESS	49 N WAYNE ST		<SAME>	
S O L D	CITY/STATE	DANVILLE, IN	COUNTY	
	POSTAL CODE	46122	PHONE NO.	317 745 4180
T O	EQUIPMENT	Andy Pitcher (317) 745-4180		
	CUSTOMER CONTACT:	apitcher@danvilleindiana.org		
	PRODUCT SUPPORT	Andy Pitcher (317) 745-4180		F.O.B. AT: Indianapolis
		apitcher@danvilleindiana.org		

INDUSTRY CODE:	PRINCIPAL WORK CODE:	
CUSTOMER NUMBER 1811000	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER TBD
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>		
Cash With Order \$0.00	Balance To Finance	
Contract Interest Rate	Payment Period	Payment Amount Number Of Payments

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 246D3-CI	YEAR: 2018	NEW <input type="checkbox"/> USED <input checked="" type="checkbox"/>
STOCK NUMBER: H8P02113	SERIAL NUMBER: H8P02113	SMU: 2375	
246D Highflow			
SSL Bucket			

TRADE-IN EQUIPMENT				
MODEL: _____	YEAR: _____	SN: _____	Sell Price	\$40,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Net Balance Due	\$40,000.00
MODEL: _____	YEAR: _____	SN: _____	Total Net Purchase Price	\$40,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	<small>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. TRADE ALLOWANCE SUBJECT TO PAYOFF BALANCE OWED. PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</small>	
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

<input checked="" type="checkbox"/> WARRANTY NOT APPLICABLE	INITIAL 	Payment Terms and Conditions:
CSA:		
NOTES:		

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

MacAllister Machinery Company Inc PURCHASER
 ORDER RECEIVED BY Coleman, Andrew REPRESENTATIVE APPROVED AND ACCEPTED ON _____
TOWN OF DANVILLE PURCHASER

BY Andrew Coleman
 SIGNATURE Public Works Superintendent
TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

- 1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matter and things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
- 3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT, setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter into such SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Seller as a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said equipment.
- 4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** of at least \$500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.
- 5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, and Note or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of the terms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related hereto and/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.
- 7) The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate. Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no express warranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the equipment hereunder.
- 8) In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable effort to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.
- 9) MacAllister Machinery Company Inc makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of the Occupational Safety and Health Act of 1970, or the Construction Safety Act.
- 10) Under the terms of this order Seller is obligated to make warranty repairs during working hours, Seller regular working hours at regular time labor rates. If, at the request of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
- 11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims and expenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of the equipment, regardless of where, how, or by whom it may be operated.
- 12) Late Charge Policy: Late charges will be assessed at the rate of 1.5% per month (18% per annum) on all invoices past due 30 days.
- 13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 14) This agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, buyer hereby bargains and sells, grants and delivers unto MacAllister Machinery Company Inc, Grantee, all of buyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased by the undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is the lawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defend same against the lawful claims and demands of all persons. Trade Allowance Subject to Payoff Balance Owed.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owing	To Be Paid By	Notes
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by _____
(Title)

REQUESTING DEPARTMENT: Wastewater

FUNCTION OR NEED OF REQUESTED PURCHASE:

This is a replacement for the existing 15 year old SCADA system we are currently using

FINANCIAL ANALYSIS:

COST PER ITEM	\$	-
# OF ITEMS REQUESTED		0
TOTAL AMOUNT REQUESTED	\$	46,542.00

PURPOSE OF REQUEST

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM?

IF YES, AVERAGE EXPECTED ANNUAL CHANGE

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

OTHER CONSIDERATIONS:

IS RENOVATION REQUIRED
 IS ADDITIONAL SPACE NEEDED
 EXPECTED LIFE YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	<input type="text"/>
RAINY DAY (510)	<input type="text"/>
EDIT (102)	<input type="text"/>
GENERAL ()	<input type="text"/>
6207-5-500-72000	\$ 46,542.00

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

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:

Carrie E. Hottel
Mark R. Morgan

COUNCIL NOTES:

REQUESTED BY: Tony Kirkpatrick

DATE 1/13/2025

Freelance Service

6151 Canterbury Ct. Pittsboro IN 46167-9679
hbeckley@freelanceservice.us
317-727-2669

Quotation # HB11192401

Quote Date: 11/19/2024
Valid For: 14 days

BILL TO:

Tony Kirkpatrick
Town of Danville WWTP
49 N Wayne St, Danville IN 46122
317-626-9019
tkirkpatrick@danvilleindiana.org

SHIP TO:

Tony Kirkpatrick
Town of Danville WWTP
49 N Wayne St, Danville IN 46122

Project:

New WWTP SCADA System

DESCRIPTION	QTY	UNIT PRICE	TOTAL
This project consists of adding a new SCADA PC and Software to control the WWTP.			
The new Plant MCP PLC will be integrated into this new SCADA PC at startup.			
Each future replacement PLC will be integrated into this SCADA system only.			
As the old PLCs are replaced, the existing SCADA PC will be phased out.			
This project includes:			
SCADA PC, Monitor, Keyboard, Mouse, OS Software (latest edition available)	1	\$46,542.00	\$46,542.00
Microsoft Office (Home & Business 2024)			
System Backup software (Recurring subscription fees may apply)			
Base SCADA Software and License (sufficient for current plant equipment and upgradable)			
Email Alarming (Acknowledge capable)			
SCADA software programming for integration and control of new plant MCP PLC			
Optional:			
One year TotalCare SCADA Support Plan	1	\$3,520.00	
These optional modules require additional T&M programming:			
Reporting Module (Software License & Integration)	1	\$4,485.00	
Mobile Client & Advanced Graphics Module (Software License & Integration)	1	\$6,860.00	
Voice Alarming Module (Software License & Integration, Hardware not included)	1	\$1,087.00	
SMS/Text Alarming Module (Software License & Integration, Hardware not included)	1	\$1,087.00	

Thank you for your business!

Quote Total: \$ 46,542.00

Terms & Conditions

Purchase Order required before any project work is initiated.
Customer's issuance of Purchase Order serves as agreement to Freelance Service Terms & Conditions.
Scheduling established after receipt of Purchase Order.
All quoted parts subject to availability. Substitutions may be necessary affecting schedule and final project cost.
Necessary Overages and Change Orders will be approved by customer before work is performed.
Orders cancelled after PO issued are subject to charges based on amount of work performed.
Control panels are NON-Refundable
All shipping and handling charges are extra and added to final invoice.
Full manufacturers warranty on parts, 90 days labor.
Payment due on receipt.

Quotation # HB11192401