

Dillsboro Town Council

December 27, 2022

The regular monthly meeting of the Dillsboro Town Council was held after the Public Hearing of the Sewer Rate on December 27, 2022.

Council Members present: Tom Wafford, Doug Baker and Tim Benning. Council members absent: Mary Lou Powers and Becky Fryman. Attorney present: John Watson. 2023 Council members elected present: Charlie Caldwell and Jamie Craig.

The minutes of the December 12, 2022 meeting were approved by CM Benning. Seconded by CM Baker. Motion carried.

Clerk-Treasurer – Rita Stevens

- Ordinance 2022-12-4 – Paying Indiana Pump Works, LLC for \$53,686.53 from ARP. CM Benning made a motion to approve. Seconded by CM Baker. Motion carried (attached).

Police – Kevin Turner

- Turner did state the new firearms have been received. Josh Cady & Turner bought their old firearms for personal use. Checks total of \$1,472.00 to the town that was put into the general fund. And in 2023 an Additional Appropriation to move this money to the General Police Fund.
- Both Cady and Turner was at the scene of the Laughery Valley Ag Co-op fire. Cady directed traffic and his vehicle had a odor of smoke for several days. Classy Cars Auto Detailing lent Cady a device to put inside the vehicle and killed the odor. Turner went from the police officer duty to a fireman duty.
- Turner thanked council when he was hired that he can be transferred from a police officer to a fireman while on duty. Turner stated very few communities don't do this. Also letting Mike Beach, Utility worker, to a fireman if on the time clock. Thank you to council.

CM Benning asked Turner of their police hours. Turner stated Cady is usually 6:00 a.m.-4:30 p.m. Monday – Thursday. Turner is 1:00 p.m. – 3:00 a.m. Wednesday – Saturday. Then next week is 1:00 p.m. – 3:00 a.m. Monday – Thursday. Both working 10 hour days. Turner works one weekend then off the next. Only overtime is during the Dillsboro Homecoming Fair. Overtime for Operation Pull Over is paid by the City of Lawrenceburg. Sometimes is it floating time if something comes up but there is 80 hours in two weeks.

CM Benning asked about Turner police vehicle is unmarked. Turner stated that the decals they looked at was awful and could not come up with anything. Residents in town knows Turner's police vehicle and people outside of town does not and this is an advantage. CM Baker, CM Wafford and CM Benning agreed that Turner's police vehicle can be unmarked.

Utility – Matt Bauer

- Waterline on 262 is done. Progress Meeting will be January 10th. Asking William Kirby from Waller's Meters to be present.
- During the snow. The roads we did the best that we can do. The salt spreader not working. Maybe a gear box and will check it out.

- Employees are doing a great job.
- Still out of radio reads for meters. November readings had 30 some that was manually read. December decided to do a six month average. A letter will be in the January billings regarding this situation.
- Starter went out of a sewer pump at a lift station.
- Water main break of Alpha Drive.

CM Baker asked if there is a policy of shutting customers water off during the winter weather. Greco stated there is no written policy. Bauer did state we do work with the people if needed.

Town Manager/Economic Development – Susan Greco

- Park – Baseball restrooms. Found the door propped open, copper lines busted and toilets all frozen. Went ahead and shut water off and locked it. No ways to winterize them like the soccer restrooms. CM Baker made a motion to set-up bathrooms so they can be winterized and not opened all year around. Winterize them as soon as soccer season is over with. CM Benning seconded the motion. Motion carried.
- Fire/EMS Update – Meeting on January 11th. Jim Thatcher will be present.
- Friendship Gallery – Sent requests for renovation estimates for upstairs apartment. Received a bid from Mike Stehlin for \$68,000.00. Double D responded that he is booked through 2023. Balance in Town Owned Properties Fund is \$73,810.83. Current rental on a small 2-bedroom apartment in Dillsboro is \$1,000-\$1,200 monthly. Receive monthly from Indiana Mentors of \$1,100 to lease on the old doctor’s building. And this will increase in 2023. Expenses are the utilities & etc. Greco stated Stehlin is already working downstairs and this would be a good time for him to do the upstairs. CM Baker stated the council needs to delay the decision on the upstairs until the new board members takes over.
- Salary Ordinance - Attorney Watson stated changes were made that was approved at the December 12 council meeting. Did add a paragraph on #12 regarding compensatory time that was asked from an employee instead of overtime. Council members agreed to it and this would save money with the town. CM Benning stated the council members should be able to miss up to two meetings. And if missed more then two meetings they will not get paid. Except for emergency circumstances. CM Benning made a motion to approve the Salary Ordinance 2022-12-3 (attached) for 2023 Fiscal Year with that above additions. Seconded by CM Baker. Motion carried.
- Interlocal Agreement with Dearborn County Planning Department. This agreement would take care of all the buildings permits, notices, inspections & etc. This is a 3 year agreement for \$8,280.00 a year. CM Baker made a motion to approve the Agreement (Attached). Seconded by CM Benning. Motion carried. CM Baker made a motion to approve Resolution 2022-12-1 – A Resolution of the Dillsboro Town Council Authorizing and Approving the Entry into an Interlocal Agreement (attached). Seconded by CM Benning. Motion carried.
- Link 101 Corridor Project meeting is January 9. Greco has been invited. Anybody else is welcome to attend. CM Benning stated he would like to attend.

CM Baker asked if the Town Owned Properties. Is this an expense to tax payers. Greco stated no. Receipts are from the \$1,100.00 monthly lease and sold a property (Smith House).

Attorney – John Watson

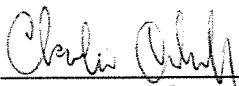
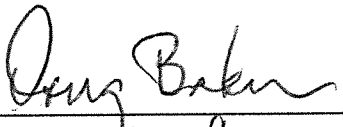

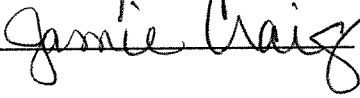
Greco asked Attorney Watson if anything with the Art Building insurance situation. Attorney Watson stated nothing he is aware of.

The Agreement from the Sheriff Department regarding provide services for the collection, storage and handling of evidence in criminal cases and for testimony in criminal proceedings. This was passed at the December 12 meeting. Need a Resolution 2022-12-2 signed. CM Baker made a motion to approve this resolution. Seconded by CM Benning. Motion carried.

Being no further business. CM Baker made a motion to adjourn the meeting at 7:27 p.m. Seconded by CM Benning. Motion carried.



Rita Stevens, Clerk-Treasurer

ORDINANCE 2022-12-4

ORDINANCE APPROPRIATING
ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR

WHEREAS, the Federal government adopted the American Rescue Plan Act of 2021 (ARP) which provides assistance to local communities as they continue to combat the COVID-19 pandemic; and

WHEREAS, the Dillsboro Town Council established an ARP Coronavirus Local Fiscal Recovery Fund in which Federal assistance from the ARP was deposited in accordance with State Examiner Directive 2021-1; and

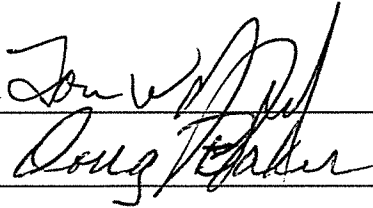
WHEREAS, any monies deposited into the Fund may only be used as permitted by Section 603(c) of the Social Security Act as added by Section 9901 of the ARP; and must be specifically appropriated and approved by the Town Council,

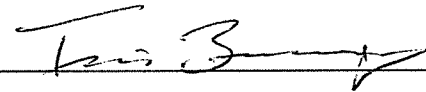
BE IT, THEREFORE, ORDAINED by the Dillsboro Town Council
as follows:

1. The Dillsboro Town Council hereby appropriates the sum of \$53,686.53 from the ARP Coronavirus Local Fiscal Recovery Fund and further authorizes said funds to be used to pay Indiana Pump Works, LLC. for clarifier project at sewage plant same amount.
2. The Dillsboro Town Council finds that the funds as appropriated and authorized for payment constitute authorized expenditure of ARP Recovery Funds for the purpose of assisting in the provision of government services affected by the reduction of revenue due to the Coronavirus pandemic.


SO ORDAINED this the 27th day of December, 2022.

TOWN COUNCIL FOR TOWN OF DILLSBORO





Attest:



Clerk Treasurer

TOWN OF DILLSBORO ORDINANCE 2022-12-3

An ordinance Amending salary and wages for the employees, Town Council and Clerk Treasurer of the Town of Dillsboro for the 2023 fiscal year

Whereas the town council has the lawful obligation and duty to set amounts of compensation and increases and decreases from time to time of the Town's employees;

And whereas, it has been determined that certain employees should have salaries and wages for the year 2023 and are effective upon December 26, 2022.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL, TOWN OF DILLSBORO:

1. That Michael J. Beach shall be given an hourly wage of \$20.13 to be taken from water works, sewer or general or motor vehicle highway fund based on 40 hours per week. The overtime rate will be \$30.19 per hour. The Sunday Overtime rate will be \$40.26. He shall be reimbursed \$600 annually for cell phone usage.
2. That Brian Graver shall receive \$22.28 per hour from the Water Works, Sanitary Sewage and General Funds or Motor Vehicle Highway Fund based on a 40-hour work week. The overtime rate will be \$33.42 per hour. The Sunday Overtime rate will be \$44.56. He shall be reimbursed \$600.00 annually for cell phone usage.
3. That Eric R. Graver shall receive \$23.15 per hour from the Sanitary Sewage Funds based on a 40-hour work week. The overtime rate will be \$34.73 per hour. The Sunday Overtime rate will be \$48.30. He shall be reimbursed \$600.00 annually for cell phone usage.
4. That Matthew Bauer, Utilities Superintendent, shall receive \$28.08 per hour from the Sanitary Sewage Funds based on a 40-hour work week from water works, sewer or general fund. The overtime rate will be \$42.12 per hour. The Sunday Overtime rate will be 56.16. He shall be reimbursed \$600.00 annually for cell phone usage. Matthew Bauer shall be eligible to receive three years vacation calculated from August 26, 2019, and shall thereafter be entitled to vacation as provided by the Town's personnel policy as thereafter in effect.
5. That Utilities Clerk Rita Stevens shall receive \$15.91 per hour from Water Works and Sanitary Sewage Funds based on a 40-hour work week. Overtime rate will be \$23.87 per hour. The Sunday Overtime rate will be \$31.82. She shall be reimbursed \$600.00 annually for cell phone usage.
6. That Administrative Assistant Kami Hamilton shall receive \$13.90 per hour from Water Works and Sanitary Sewage Funds based on a work week limited to twenty-four hours, as the position is part-time. No overtime is expected due to the part-time nature of the position. However, if the Administrative Assistant ever exceeds forty (40) hours in a work week, the overtime rate will be paid at the rate of \$20.80 per hour. The Administrative Assistant shall report to the Town Manager who shall make the Administrative Assistant's schedule and direct the Administrative Assistant in her duties.
7. That Susan Greco shall be Town Manager and shall be paid \$2,426.07 salary per pay period based on a 40-hour week from water works, sewer or general fund. This position is exempt from overtime. Nonetheless, Council has determined that Susan Greco shall track her hours worked during each pay period and that she shall be paid at the rate of \$45.50 per hour for hours worked in excess of 85 hours per pay period. She shall be reimbursed \$600.00 annually per year for cell phone usage.
8. That Kyle Cleeter shall receive \$18.54 per hour from the Water Works, Sanitary Sewage and General Funds or Motor Vehicle Highway Fund based on a 40-hour work week, per pay period.

The overtime rate will be \$27.81 per hour. The Sunday Overtime rate will be \$37.08. He shall be reimbursed \$600.00 annually for cell phone usage.

9. That Donald R. Schmaltz shall receive an hourly wage of \$21.63 to be taken from water works, sewer or general or motor vehicle highway fund based on 40 hours per week. The overtime rate will be \$32.44 per hour. The Sunday Overtime rate will be \$43.26. He shall be reimbursed \$600.00 annually for cell phone usage.
10. That Police Chief Joshua Cady shall receive \$25.32 per hour based on 40 hours per week from the General Fund or MVH Fund. His overtime rate will be \$37.98. The Sunday Overtime rate will be \$50.64.
11. That Patrol Officer Kevin Turner shall receive \$22.28 per hour based on 40 hours per week from the General Fund or MVH Fund and 1/3 of LIT Public Safety. His overtime rate will be \$33.42. The Sunday Overtime rate will be \$44.56.
12. Employees who receive the \$600.00 cell phone allowance shall reimbursement in two installments, the first on or about June 1, 2023, and the second, on or about December 1, 2023. Employees may also opt to take overtime hours as compensatory time rather than receiving overtime pay. Employees shall arrange compensatory time with their immediate supervisor, which will not be unreasonably denied. The employee will also report compensatory time scheduled and taken promptly to the clerk treasurer. Compensatory time will be granted so long as the compensatory time sought does not cause a serious disruption of town operations and/or services.

Utility employees who have on call week end duty will be paid \$100.00 per week end from water or sewer.

Any employee that acquires a CDL, a DSS Water License, or a Class 2 Wastewater license will receive an additional \$1.00 per hour for each such license earned so long as the license is maintained by the employee. The Town of Dillsboro will pay the costs for additional training, continuing education and other similar requirements necessary to maintain any such license. Each employee having secured such a license is expected to take the necessary steps to maintain the license in good standing. Every employee who receives additional pay for acquiring a CDL, DSS Water License or a Class 2 Wastewater license will be expected as a condition of employment to perform the duties which any such license holder is entitled to perform by law. Failure or refusal to perform such duties when required may result in disciplinary action or termination of employment.

Any employee hired shall receive minimum wage. The Council may approve a higher rate depending on education and experience. This payment shall come from the Water Works, Sanitary Sewage or General Funds or Motor Vehicle Highway Fund.

All salaries and/or wages are to be paid every 2 weeks with twenty-six pay periods per year, and the overtime rate will be one and a half times the hourly rate. Sunday overtime will be paid as double time, per town policy. Overtime will be limited to emergencies i.e., water line breaks, sewage problems, snow removal or as seen necessary by Town Manager or Superintendent or with prior approval of the Town Council.

VACATION ENTITLEMENT: All permanent full-time employees shall earn vacation. See Town of Dillsboro Employee Personnel Policy adopted December 26, 2001. All 35 or more hour per week employees will receive major medical and dental insurance effective first day of employment and will be enrolled in PERF. All vacation time accumulated in 2023 shall be used in 2023. Vacation time may not be carried into 2024.

SICK LEAVE: All permanent full-time employees shall receive twelve days per year from January to December. All new employees shall receive one sick day per month from date of employment to December. Sick days can be accumulated to a maximum of 90 days.

Vacation entitlement and sick leave entitlement for new hires shall be subject to the discretion of the Council as outlined in the personnel policy.

The Town of Dillsboro will furnish major medical insurance and dental insurance to the permanent full-time employees and their families. Employees who have single coverage will pay \$85.10 per month; employees with a child pay \$158.40; employees with a spouse pay \$170.30, and employees with family coverage will pay \$245.00 per month. The Town of Dillsboro will pay the balance of the premium. The Town of Dillsboro will deposit \$2,000.00 into any employees' Health Savings Account who has an insurance plan for the year 2023 to be taken out of the Riverboat Revenue Fund. The deposits will be as follows, March, \$500.00; June, \$500.00; September, \$500.00; and December, \$500.00. No HSA contribution shall be made for Town Manager Susan Greco as she is now on Medicare and can no longer lawfully contribute to an HSA account. The Town will reimburse Susan Greco for the cost of maintaining her Medicare Plan and the cost of supplements thereto.

All full-time employees will be covered by PERF, effective first day of employment except for a newly created position which will be subject to enlargement approval from PERF.

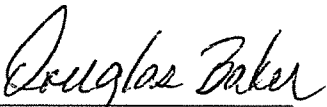
The salaries of the Town Council shall be \$2610.84 per year from the Sanitary Sewage Fund and \$2,610.84 per year from the Water Works Fund and \$1,305.42 from the general fund. They will be paid the last pay period of every month. Regular meeting attendance is of great importance. Council members may miss up to two meetings without loss of pay annually. However, Council members who miss meetings in excess of two meetings annually, except for emergency circumstances, will not be paid for the missed meetings.

The clerk-treasurer shall receive \$3,224.71 per year from the General Fund, \$6,449.43 per year from the Water Works Fund and \$6,449.43 per year from the Sanitary Sewage Fund. The clerk-treasurer will be paid the last pay period of every month.

All salary and wage increases set forth above will be paid to those persons unless in the discretion of the Town Council there are insufficient appropriations or amounts contained in the budget from which to pay such increases.

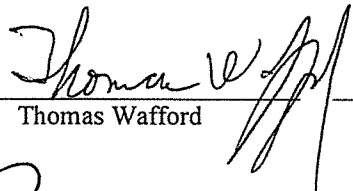
Town Council
Town of Dillsboro

Mary Lou Powers



Douglas Baker

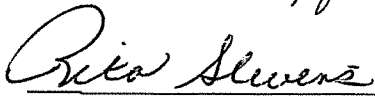
Becky Fryman



Thomas Wafford



Tim Benning



Rita Stevens, Clerk-Treasurer

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE TOWN OF DILLSBORO, INDIANA AND DEARBORN COUNTY, INDIANA**

This Interlocal Cooperation Agreement (hereafter the “Agreement”) is made by and between the Town of Dillsboro, Indiana (hereafter the “Town”) and the County of Dearborn, Indiana (hereafter the “County”), by and through the Dearborn County Plan Commission and the Dearborn County Board of Commissioners, who, as authorized by Indiana Code § 36-1-7, agree to the following:

1. The County, by and through the Dearborn County Planning & Zoning Department (hereafter the “Department”), through the Planning Director or their designee, shall work with the Town Manager to identify and address issues and priorities involved with or related to the execution of this Agreement.

2. The County agrees that the Department staff will make monthly trips to the Town to evaluate code violations, in coordination with any complaints received and as directed from the Town Manager. The Department staff will assist the Town with up to ten (10) enforcement cases during a one-year term, or will be otherwise limited to approximately eighty (80) hours per year.

3. The Department will assist the Town with updating and drafting its Zoning and Subdivision Control Ordinances, along with any planning and zoning-related laws or rules within the Town’s Code of Ordinances.

4. The Department will retain the Town’s current GIS data files related to utilities and will provide assistance relevant to mapping the existing utility data on an ‘as-is’ basis; however, any significant updates will require a separate or additional agreement to be entered into and executed.

5. The Department will, at the direction of the Town Manager, create and maintain a Town Map that can be used for wayfinding purposes.

6. The Department, through the Planning Director or their designee, will assist with maintaining and updating the Town’s zoning map as well as the Town’s permit applications and guidelines related to planning, zoning, subdivision control, and site development plan reviews.

7. The Department, through the Planning Director or their designee, shall have the responsibility to receive, administer, and review all Town zoning map amendments, plat and subdivision requests, and site development plan review applications, and all requests for variances, special exceptions, conditional uses, and zoning changes. This shall include the collection and retention of all necessary fees, in coordination with the County Plan Commission’s approved fee schedule, for applications, permits, copies, maps and other services.

8. The Dearborn County Highway Department shall perform all driveway inspections and issue all driveway permits for the Town. Fees for these services shall be retained by the County. Said fee schedule is attached to this Agreement and marked as Exhibit A which is incorporated herein by reference.

9. Additionally, the Dearborn County Building Department, through the Building Commissioner or their designee, shall administer and enforce all building codes and standards within the Town, including any applicable unsafe building codes, receive, administer, and review all necessary

building permits, and perform all other action necessary to implement the most current, adopted building and construction-related codes and ordinances of the Town as well as all applicable State statutes and regulations pertaining thereto. This shall include the collection and retention of all necessary fees, in coordination with the County Building Department's approved fee schedule, for applications, permits, copies, and other services. The County Building Department shall be responsible for preparing a summary regarding building permits approved on behalf of the Town for the Town Manger and Town Council meetings. Said fee schedule is attached to this Agreement and marked as Exhibits D and E which are incorporated herein by reference.

10. The Department, through the Planning Director or their designee, will provide grant writing assistance and administration oversight as a collaborative effort with the Town.

11. This Agreement shall be for an initial term of three (3) years beginning on January 1, 2023 and ending on December 31, 2025. This Agreement may automatically renew as outlined herein. This Agreement may only be modified or terminated as outlined herein.

12. In exchange for the services provided herein by the Department, the Town shall pay the County the sum of **Eight Thousand Two Hundred Eighty Dollars (\$8,280.00)**. This payment shall be due on January 31st of each year that this Agreement remains in effect unless terminated or modified in accordance with Section 15 (below). The monies associated with these services shall be disbursed in full to the Department to provide the staffing and equipment needs necessary to fulfill this agreement. This Agreement may only be modified by written agreement of both parties. Payment schedule shall be as follows:

Year 1	January 1, 2023 – December 31, 2023:	\$8,280.00
Year 2	January 1, 2024 – December 31, 2024:	\$8,280.00
Year 3	January 1, 2025 – December 31, 2025:	\$8,280.00

After the initial three (3) year term of this Agreement, the Agreement shall be automatically renewed for successive terms of a twelve (12) month period at a Three Percent (3%) increase in of the annual sum as stated above, unless a new Agreement is executed by the parties or notice of non-intent to automatically renew is provided by either party as outlined herein.

13. Department permits and public hearing-related fees collected and retained by the County are outlined in the attached Exhibit A which is incorporated herein by reference. Department permits and public hearing-related fees collected and retained by the Town are outlined in the attached Exhibit B which is incorporated herein by reference. Department permits and public hearing-related fees retained by the County as outlined in this paragraph as well as in Paragraph 7, 8 and 9 shall be considered compensation in addition to the compensation outlined in Paragraph 12.

14. Hard costs as well as printing and copying fees shall be collected by, and retained by, each party, as necessary, in accordance with their independently adopted fee schedule. These fees are outlined in the attached Exhibit C which is incorporated herein by reference.

15. Beginning on January 1, 2026, this Agreement shall automatically renew unless either party provides the other party with a notice of their intention that the Agreement not automatically renew by no later than November 30th of the year in which non-renewal is sought. This Agreement may be terminated for convenience by either party at any time by providing the other party with a ninety (90) day written Notice of Intent to Terminate. This Agreement may only be modified by written agreement of both parties. The Town of Dillsboro Attorney shall be responsible for addressing code enforcement, planning, and zoning-related litigation and legal service needs for the Town with the assistance of the Department.

16. Both parties shall indemnify and hold harmless the other party and their respective elected and appointed officials, officers, directors, employees or agents, from any claims, demands or liability of any kind or nature from or related to the services provided under this Agreement.

17. A joint board is hereby established to effectuate the implementation of this Agreement. Said joint board shall be made up of the Town Manager, the Town Council President, the County Planning Director, the President of the County Plan Commission, and County Department of Planning & Zoning staff member who primarily handles code enforcement for the Town. Said joint board shall meet as needed and official action may only be taken by a majority of the total members of the joint board (three votes).

18. Additional planning, zoning, mapping, or GIS services not specifically mentioned in this Agreement will be provided by either amending this Agreement or by creating an additional, new Agreement.

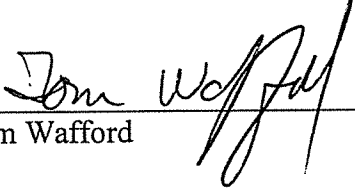
19. The Dearborn County Auditor is hereby delegated with the duty to receive, disburse, and account for the payments made by the Town pursuant to the terms of this Agreement.

20. The Town hereby affirms that the Town Council of the Town of Dillsboro, Indiana has adopted a Resolution to authorize entry into this Agreement. Dearborn County hereby affirms that the Dearborn County Board of Commissioners and the Dearborn County Council have both adopted a Resolution to authorize entry into this Agreement.

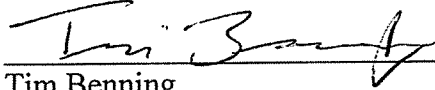
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ALL OF WHICH IS AGREED this 27 day of December 2022


TOWN COUNCIL OF DILLSBORO



Tom Wafford



Tim Benning



Doug Baker

Becky Fryman

Mary Lou Powers

ATTEST:



Susan Greco, Town Manager

ALL OF WHICH IS AGREED this ____ day of _____, 20____.

**DEARBORN COUNTY
PLAN COMMISSION:**

Dennis Kraus, Jr.

Jim Thatcher

Dan Lansing

Jeff Hermesch

Russell Beiersdorfer

Jake Hoog

Mark Lehmann

Joe Vogel

Eric Lang

ATTEST:

Nicole Daily
Dearborn County Planning & Zoning

ALL OF WHICH IS AGREED this ____ day of _____, 201__.

**BOARD OF COMMISSIONERS
DEARBORN COUNTY, INDIANA**

JIM THATCHER, President

RICK PROBST, Member

ART LITTLE, Member

ATTEST:

CONNIE FROMHOLD
County Auditor

Addresses for parties herein:

Dearborn County, Indiana
Dearborn County Planning & Zoning Department
165 Mary Street
Lawrenceburg, IN 47025

Town of Dillsboro, Indiana
13030 Executive Drive
Dillsboro, IN 47018

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

/s/ Andrew D. Baudendistel
Andrew D. Baudendistel

This Agreement prepared by: Andrew D. Baudendistel, *Dearborn County Attorney*, 60 East High Street, Lawrenceburg, IN 47025, Phone: (812) 537-4500, Fax: (812) 539-4500

EXHIBIT A
PERMIT FEES TO BE RETAINED BY DEARBORN COUNTY

IMPROVEMENT LOCATION PERMITS:

MAJOR	\$55.00, includes <i>attached</i> structures
MINOR	\$35.00
	-Minor Improvements include, but are not limited to, additions, pole barns, garages, sheds, swimming pools, ponds, decks, carports, shelters, temporary structures, etc.
Home Occupation	\$55.00
Post-Construction Permit	*Double the applicable permit fee

SIGN PERMITS:

Temporary Advertising Display	\$25.00 + \$1.00 per sq ft
Permanent Advertising Display	\$40.00 + \$1.00 per sq ft
Electronic Message Signs	\$75.00 + \$1.00 per sq ft

SURVEYS:

Certified Survey	\$70.00 for each new split/lot description
	-Applicants will not be charged for providing descriptions of remainder parcels.
	-For cases/submittals that are considered substantially incomplete or inaccurate, an additional \$35.00 will be charged/required for each separate, updated submittal.
Major Revision	\$35.00
Extension to hold for more than 180 days	\$15.00
Secondary Plat	\$150.00 flat fee

TECHNICAL REVIEW COMMITTEE SUBMITTAL:

Flat Fee	\$150.00
	-Please Note: Submittals that are considered substantially incomplete or inaccurate will be tabled or denied. For cases /submittals that are considered substantially incomplete or inaccurate, an additional base fee of \$150 will be charged/required—if they must be reviewed more than once at a formal Technical Review Committee meeting. For cases tabled prior to Technical Review Committee meetings, there will be no additional fee charge/requirement.
	-\$150.00 fee will be charged to applicant before submitting for Plan Commission Hearing.

SITE PLAN REVIEW:

Major Site	\$500.00 Flat Fee
Minor Revisions beyond 2 nd submittal	\$50.00
Major Revisions beyond 2 nd submittal	\$250.00
Minor Site	\$125.00 Flat Fee
Grading Plan Only	\$20.00 per acre (disturbed) up to 10 acres
	\$10.00 per acre (disturbed) for 10+ acres
Improvement Plans	\$500.00 + \$5.00/lot

MISCELLANEOUS FEES:

Driveway Permit	\$25.00
Change of Address Request	\$50.00
Zoning Verification Letters (Basic)	\$25.00
(Involving no significant searches of other public records or inspections)	

Zoning Verification Letters/Forms (Advanced) \$40.00 per hour
(Involving significant research outside of department and requested forms to be completed and inspections)

HARD COSTS:

Certified Letter	Current U.S. postal rate
E-Signature Letter	Current U.S. postal rate
Certified Letter, no Return Receipt	Current U.S. postal rate
Legal Advertisement	\$35.00
Inspection Fee	\$50.00 per visit
Legal Notice Signs	\$15.00
BZA & Plan Commission Submittal Copies	\$30.00
Inspection Fee for Minor Site Plan Compliance	\$125.00 flat fee
Inspection Fee for Major Site / Subdivision Compliance	\$250.00 flat fee

EXHIBIT B
PERMIT FEES TO BE RETAINED BY TOWN OF DILLSBORO

REQUEST BEFORE BZA:

Variance	\$300.00
Variance of Use	\$400.00
Conditional Use	\$400.00
Appeal	\$300.00
Modifications to Variance	\$200.00
Modifications to Conditional Use	\$250.00

REQUEST BEFORE PLAN COMMISSION:

Zone Map Amendment	\$500.00 + \$5.00/acre
Change in Concept Development Plan	\$300.00 + \$5.00/lot
Preliminary Plat	\$150.00 + \$25.00/lot
Major Revision	50% of original fee paid
Waiver	\$150.00 (each)
Vacation	\$150.00
Administrative Requests	\$150.00
-e.g. driveway access	

MISCELLANEOUS FEES:

Written Commitments	\$150.00
Zoning Ordinance	\$30.00
Subdivision Control Ordinance	\$25.00
Comprehensive Plan	\$60.00

EXHIBIT C
COSTS THAT MAY BE RETAINED BY EITHER PARTY

**Depending on which party provides these items / services*

PRINTING & COPYING FEES:

		w/o aerial	w/aerial
Letter	8.5" x 11" print	\$0.25	\$1.00
Tabloid	11" x 17" print	\$1.00	\$2.00
Arch C	18" x 24" print	\$3.00	\$12.00
Arch D	24" x 36" print	\$6.00	\$18.00
Arch E	36" x 48" print	\$11.00	\$24.00

EXHIBIT D
DEARBORN COUNTY BUILDING DEPARTMENT RESIDENTIAL FEE
SCHEDULE

One Family Dwelling	\$355.00
*2,000 SF or larger add \$0.18 per SF (includes garage). If basement is finished, it will be included in the square footage.	
Two Family Dwelling	\$505.00
*2,500 SF or larger add \$0.18 per SF (includes garage). If basement is finished, it will be included in the square footage.	
Modular Residence	\$155.00
Second floor on site	\$80.00
Manufactured Residence	
Single Wide	\$105.00
Double Wide	\$155.00
Additions and Alterations	\$155.00
*2,000 SF or larger add \$0.18 per SF (includes garage)	
Electric Service Fee	\$55.00
Detached Garage Electric Service Fee	\$55.00
Pole Buildings, Sheds, and other accessory buildings	\$80.00
Poured foundation extra fee	\$55.00
Electric Service Fee	\$55.00
Swimming Pool Above Ground	\$55.00
Swimming Pool In-Ground	\$155.00
Electric Service	\$55.00
Gas Service	\$55.00
Foundation Release	\$55.00
Re-Inspection	\$55.00
Temporary Occupancy Permit	\$55.00
Unspecified Permit Fee	\$55.00

EXHIBIT E
DEARBORN COUNTY BUILDING DEPARTMENT COMMERCIAL FEE SCHEDULE

Apartments / Condominiums / Townhouses	Base Price = \$305.00 + \$0.20 SF
Hotels-Motels	Base Price = \$505.00 + \$0.20 SF
Assembly / Business	Base Price = \$405.00 + \$0.20 SF
Educational	Base Price = \$605.00 + \$0.22 SF
Factory and Industrial	Base Price = \$505.00 + \$0.18 SF
Institutional	Base Price = \$605.00 + \$0.24 SF
Storage	Base Price = \$305.00 + \$0.10 SF
Utility and Miscellaneous	Base Price = \$205.00 + \$0.15 SF
Elevators	Base Price = \$205.00 + \$50 per floor
Communications Facility	Base Price = \$405.00 + \$0.14 SF
Sign	Base Price = \$205.00 + \$0.10 SF
Interior Build-Out	Base Price = \$155.00 + \$0.20 SF
Re-Roofing	Base Price = \$105.00 + \$0.03 SF
Temporary Structures, tents, etc.	Base Price = \$55.00 + \$10 each
Retaining Wall over 4-foot-high	Base Price = \$80.00 + \$1.00 per linear foot
Inside Fire Suppression Systems	Base Price = \$155.00 + \$0.03 SF
Hood and Suppression Systems	Base Price = \$155.00 + \$10 per linear foot
Fire Alarms	Base Price = \$105.00 + \$0.015 SF
Electric Service	Base Price = \$105.00 + \$10 per meter
Gas Service per Meter	Base Price = \$105.00 + \$5 per meter
Foundation Release	\$305.00
Re-Inspection Fee	\$55.00
Temporary Occupancy Permit to be	\$105.00

*For any permit type not specifically listed in this fee schedule, the fee shall be calculated to the most similar permit type, which is to be determined at the discretion of the Building Commissioner.

RESOLUTION 2022-- 12-1

A RESOLUTION OF THE DILLSBORO TOWN COUNCIL
AUTHORIZING AND APPROVING THE ENTRY INTO
AN INTERLOCAL AGREEMENT

WHEREAS, Indiana Code §36-1-7 (the “Interlocal Cooperation Act”) authorizes the State of Indiana, political subdivisions, and state agencies to enter into interlocal cooperation agreements for the joint exercise of powers; and

WHEREAS, Dearborn County, Indiana, and the Town of Dillsboro desire to enter into an Interlocal Cooperation Agreement for the Town to retain staff services from the County for Planning, Zoning, Enforcement, Building and related matters which may arise in the Town; and

WHEREAS, the parties have determined that the joint exercise of the power to contract will be of benefit to Dearborn County and the Town of Dillsboro and its’ citizens; and

WHEREAS, the Interlocal Cooperation Act requires that any interlocal cooperation agreement be approved and authorized by resolution or ordinance of a participating Government Entity; and

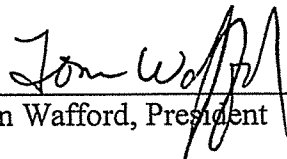
WHEREAS, the Dillsboro Town Council (the “Governing Body”) desires to authorize the entry into an Interlocal Agreement for the joint exercise of the power to retain staff services with Dearborn County, Indiana, as outlined in the Interlocal Cooperation Agreement approved this day.

NOW, THEREFORE, BE IT RESOLVED BY THE DILLSBORO TOWN COUNCIL AS FOLLOWS:

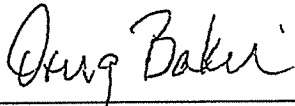
1. The Dillsboro Town Council does hereby authorize and approve the entry by the Town of Dillsboro, Indiana into the Interlocal Cooperation Agreement by and among the Indiana participants that are parties thereto, namely: the Town of Dillsboro, Indiana, and Dearborn County, Indiana, for the purpose of providing staff services from the County to the Town as set forth in the Interlocal Cooperation Agreement.
2. This Resolution shall become effective upon passage and upon compliance with the procedures required by law.

ALL OF WHICH IS RESOLVED by the Dillsboro Town Council on this the 27th
day of December, 2022.

DILLSBORO TOWN COUNCIL



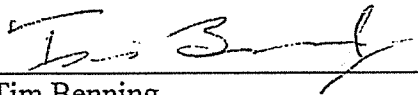
Tom Wafford, President



Doug Baker, Vice-President

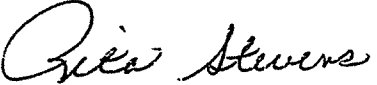
Becky Fryman, Member

Mary Lou Powers, Member



Tim Benning

ATTEST:



Rita Stevens
Dillsboro Clerk Treasurer

RESOLUTION 2022--12-2

A RESOLUTION OF THE DILLSBORO TOWN COUNCIL
AUTHORIZING AND APPROVING THE ENTRY INTO
AN INTERLOCAL AGREEMENT

WHEREAS, Indiana Code §36-1-7 (the “Interlocal Cooperation Act”) authorizes the State of Indiana, political subdivisions, and state agencies to enter into interlocal cooperation agreements for the joint exercise of powers; and

WHEREAS, the Town of Dillsboro and the Dearborn County Sheriff’s Department, “the Sheriff,” desire to enter into an Interlocal Cooperation Agreement for the Town to secure evidence collection, handling and storage services, together with related testimony, from the Sheriff and his designated officers arising from criminal offenses which may arise in the Town; and

WHEREAS, the parties have determined that the joint exercise of the power to contract will be of benefit to the Town of Dillsboro and its’ citizens, and the Dearborn County Sheriff; and

WHEREAS, the Interlocal Cooperation Act requires that any interlocal cooperation agreement be approved and authorized by resolution or ordinance of a participating Government Entity; and

WHEREAS, the Dillsboro Town Council (the “Governing Body”) desires to authorize the entry into an Interlocal Agreement for the joint exercise of the power to retain services from the Sheriff as described above and as outlined in the Interlocal Cooperation Agreement approved December 12, 2022.

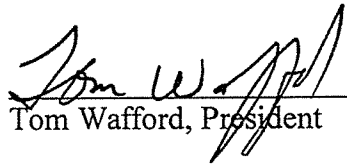
NOW, THEREFORE, BE IT RESOLVED BY THE DILLSBORO TOWN COUNCIL AS FOLLOWS:

1. The Dillsboro Town Council does hereby authorize and approve the entry by the Town of Dillsboro, Indiana into the Interlocal Cooperation Agreement by and among the Indiana participants that are parties thereto, namely: the Town of Dillsboro, Indiana, and the Dearborn County Sheriff’s Department, for services related to evidence collected in criminal matters as set forth in the Interlocal Cooperation Agreement approved December 12, 2022.

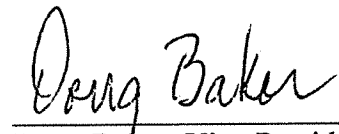
2. This Resolution shall become effective upon passage and upon compliance with the procedures required by law.

ALL OF WHICH IS RESOLVED by the Dillsboro Town Council on this the 27th day of December, 2022.

DILLSBORO TOWN COUNCIL



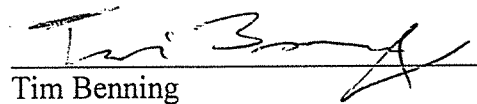
Tom Wafford, President



Doug Baker, Vice-President

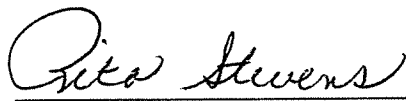
Becky Fryman, Member

Mary Lou Powers, Member



Tim Benning

ATTEST:



Rita Stevens
Dillsboro Clerk Treasurer