

## Dillsboro Town Council

December 27, 2021

The regular monthly meeting of the Dillsboro Town Council was opened by Vice President, Tom Wafford, with the pledge to the flag on December 27, 2021 at 6:30 p.m.

Council members present: Tom Wafford, Charles Baker, Doug Baker and Becky Fryman.

Council member absent: Mary Lou Powers. Attorney present: John Watson.

Prayer was given by Pastor Steve O'Brien from the CARE Team.

The minutes of the December 13, 2021. CM Wafford stated on Page 3, 6 paragraph and 1<sup>st</sup> line. Add the word "week" to the sentence. Large Trash Pickup – Dumpster is \$350 a month. 1-2 pickups per month. 2 employees 1 full day each week. After the correction CM Fryman made a motion to approve the minutes. Seconded by CM C. Baker. Motion carried.

### Clerk-Treasurer – Rita Stevens

- The 2021 Tahoe for the police department has arrived at the dealership.
- New tractor has been delivered. Invoice was for \$69,904.00 with all the attachments. \$5000,00 less then the quote.
- November 8 Council Meeting minutes there was a motion made to approve the Alternate Trimble T-10 Meter for \$19,800.36. Need to know where to pay it from. CM C. Baker made a motion to pay from Riverboat. Seconded by CM Fryman. Motion carried.

OCRA Utilities Grant Administration, Kerry McConnell, from SIRPC, was present regarding the Contract for Grant Administration Services. (attached) Also presented a timeline with the BID Deadline is 3/10/2022 and Release of Funds is 5/10/2022. CM D. Baker made a motion to approve the contract. Seconded by CM C. Baker. Motion carried. CM Wafford, Vice President, signed the contract.

### Utility Department – Kyle Cleeter & Dino Schmaltz

- Water Main Break on US 50 near the round barn was repaired on December 23.
- New Kubota tractor has been delivered.
- Massey Ferguson tractor that was in the accident. The insurance company totaled the tractor. Wait until the town hears from the insurance company to see what they will offer for the tractor of possible buying it back.
- New lawn mower. Will get quotes from Zimmer's and Cornerstone Equipment Company. Also get a quote on a new bagging system.
- Utility Software Zoom Meeting will be this Wednesday.
- Terri Steuver residence on Lenover Street. Did run camera regarding the sewer issue. Everything is clear.

- Erica Wright residence on Main Street with a issue regards her toilets flushing and drains draining. Jetted out the main. Waiting to hear from Glenn Wright regarding the situation.
- Large Trash pick-up. Brush pick-up is working out. Need the council input on the large pick-up issue. Don't know how to handle this.
- Mike Beach taking water class in January. Kyle Cleeter in September.
- Dino & Eric Graver will be attending a training in French Lick in March

CM D. Baker asked about the George Ranshaw property behind his property. Rocks was put in the ditch. There is a drainage problem.

CM Wafford mentioned about when the employees was off for COVID that used sick days that needs to be reimbursed. CM D. Baker made a motion to reimburse the employees their sick days. Seconded by CM C. Baker. Motion carried.

#### Town Manager/Economic Development – Susan Greco

Park Advisory Board – There will be a workday in March for clean-up, fix-up and painting the dugouts. The board needs to purchase 16 gallons of paint costing \$640.00. CM D. Baker made a motion to purchase the paint and pay it from Riverboat. Seconded by CM C. Baker. Motion carried.

The baseball restrooms at the park is closed. CM C. Baker made a motion to keep the bathrooms closed and leave heat on low. Seconded by CM D. Baker. Motion carried. CM D. Baker suggested the utility guys stop in and check the restrooms.

Serenity Pines – Awaiting Resolution to establish escrow of \$200,000 in lieu of bond. Attorney Watson stated the town documents are done. Theirs are not.

Planning & Zoning/BZA – new members have been sworn in. Mark McCormick did the orientation. All new members were present. Need an appointment from P & Z to BZA. Recommend Shae Robers. CM C. Baker made a motion to approve Robers. Seconded by CM Fryman. Motion carried.

Cleaning Bids - Greco suggested the summer help to clean the ballpark. CT Stevens stated need to disinfect the bathrooms before opening. Hufford bids for fire house was \$125.00 monthly. Hufford bid for Town Hall was \$365.50 monthly. CM C. Baker made a motion to approve for Hufford to clean the fire house and town hall. Seconded by CM Fryman. Motion carried.

Salary Ordinance 2021-12-1 for the 2022 fiscal year. CM C. Baker made a motion to approve the ordinance. Seconded by CM D. Baker. Motion carried.

Water Project Bond Insurance – Received an email from Lori Young, Curry & Associates. The town will need to have a bond council for the SRF loan closing. Young recommends Bose, McKinney & Evans. CM C. Baker made a motion to approve them. Seconded by CM D. Baker. Motion carried. Also 8 right-a-way easements have been recorded.

Council recommends CT Stevens to become a notary. CM C. Baker made a motion for Stevens to be a notary. Seconded by CM D. Baker. Motion carried.

Water rate increase 2<sup>nd</sup> phase will start to advertise the first week in February.

St. Elizabeth Annual Report was given to council members to look at. Town of Dillsboro was listed in there for giving to the Cancer Center.

First draft of codification have been done. Have next 60 days to look it over. New ordinances will be added later.

Need two Redevelopment Commission members. Kim Spangler and Jim Deaton has resigned. The person would have to be a resident.

Fixed Assets have been completed and has met with the insurance company.

Meeting dates for 2022. Council Meetings – 2<sup>nd</sup> & 4<sup>th</sup> Monday at 6:00 p.m. CARE Team – 1<sup>st</sup> & 3<sup>rd</sup> Tuesday at 8:00 a.m. Park Board – 3<sup>rd</sup> Monday at 7:00 p.m. BZA/Planning & Zoning – 4<sup>th</sup> Thursday at 6:00 p.m. as needed. Dillsboro Main Street – 4<sup>th</sup> Tuesday at 6:00 p.m. and Redevelopment Commission – 3<sup>rd</sup> Wednesday at 6:30 p.m. as needed.

Blighted Property – Three-story was broken into over the holiday. Grizzly's is being turned into a residence. This needs to go to the Planning & Zoning. Sabre Investments – waiting for response from the Building Inspector.

Attorney Watson - Stated the easement across the Dennerline Property on US 50. If the town cannot get it will have to file a suit. Also the Jennifer Street situation could also be a law suit.

CM D. Baker stated getting complaints about the Century Link internet service. Any other service in town besides Comcast? SEI Data is not in town. REMC/SEI is only for REMC customers.

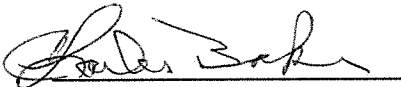
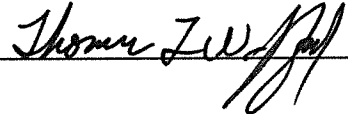
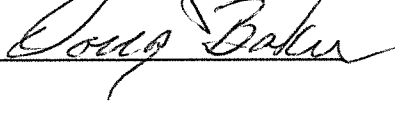
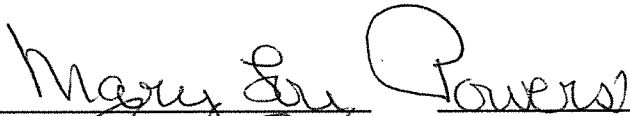
There will be a Council Executive Meeting on January 10 at 5:00 p.m. before the next council meeting on personnel.

Dino Schmaltz did state the bathroom cleaning at the ballpark would need to be cleaned everyday from May to August during ball season.

Being no further business. CM D. Baker made a motion to adjourn the meeting at 7:58 p.m. Seconded by CM Fryman. Motion carried.



Rita Stevens, Clerk-Treasurer





## Contract for Grant Administration Services

THIS AGREEMENT made and entered into as of this 27th day of December, 2021, by and between the **TOWN OF DILLSBORO** which term shall be construed to include any officer or representative of the **Dillsboro Town Council**, having authority to represent or act for it, in relation to any part of the subject of this contract, and the **Southeastern Indiana Regional Planning Commission**, with offices located at 405 W. U.S. 50, Versailles, IN 47042 (hereinafter referred to as the "Commission") witness to:

WHEREAS, the **TOWN OF DILLSBORO**, through the legal capacity of their **Town Council**, received a **wastewater/drinking water grant** from the Community Development Block Grant Program, administered by the **Indiana Office of Community and Rural Affairs**, in an amount of **\$700,000.00** (Project No. **WW-21-101**) for the *purpose of making improvements to their current wastewater treatment and collection system* enter this contract pursuant to IC 36-9-23-2, and;

WHEREAS, the aforementioned *wastewater facilities grant* includes funds budgeted to cover environmental review costs and general administration costs related with the implementation of the grant program, and;

WHEREAS, **DILLSBORO TOWN COUNCIL** desires to contract with the Commission for skills and knowledge necessary for the performance of environmental review services, training, and general administration services in connection with the project, all as hereinafter stipulated and within the limits of the **WW-21-101** aforementioned grant contract budget as budgeted therefore.

NOW, THEREFORE, **DILLSBORO TOWN COUNCIL** and the Commission, in consideration of the mutual covenants and conditions and agreements herein contained, agree as follows:

**SECTION 1. NOT-FOR-PROFIT STATUS OF COMMISSION.** The Commission, through its staff, shall provide the aforementioned skills and knowledge for the project in the manner of a not-for-profit, independent contractor and professional consultant in its relationship with **DILLSBORO TOWN COUNCIL** and in accordance with the terms and conditions of this contract.

**SECTION 2. COMPENSATION TO COMMISSION.** **TOWN OF DILLSBORO** shall compensate the Commission in accordance with the terms and conditions of this contract for the Commission's basic services, including the services of professional and technical staff personnel engaged in the technical service herein described. In no event shall the compensation to the Commission for skills and knowledge rendered pursuant to this agreement exceed **\$ 56,000.00** for **General Administration** services, **\$ 5,000.00** for **Labor Standards** services, and **\$ 5,000.00** for **Environmental Review** services. Not to exceed **\$66,000.00.**

Compensation to the Commission shall be computed as follows:

- a.) Professional and technical staff time shall be charged at each respective employee's hourly rate of pay plus the Commission's fringe benefit rate, according to the Commission's current, approved cost allocation plan.
- b.) Indirect overhead expense shall be charged to **DILLSBORO TOWN COUNCIL** and computed as a multiple of the employee's direct personnel expense (salary plus fringe benefits), according to the Commission's current cost allocation plan.
- c.) For other reimbursable direct expenses of the Commission, each reimbursement shall be made in accordance with SECTION 6 hereof.
- d.) The times and further conditions of payment shall be as described in SECTION 6 hereof.

**SECTION 3. TECHNICAL AND ADMINISTRATIVE SERVICES.** The Commission shall provide the skills and knowledge to perform the environmental review services, labor standards services, and general administration services required with respect to the project as specified.

**SECTION 4. DILLSBORO TOWN COUNCIL Board's RESPONSIBILITY.** **DILLSBORO TOWN COUNCIL** shall provide full information and provide access to all records needed to carry out the project.

**SECTION 5. DESIGNATION OF REPRESENTATIVES.** The representatives of PATRIOT TOWN COUNCIL and the Commission who shall act as liaison for the administration of this contract are as follows:

For **TOWN OF DILLSBORO**: Mary Lou Powers, Town Council President

For the **Commission**: Susan Craig Ex. Dir. Southeastern Indiana Regional Planning Commission, or such other representative as the respective parties may designate from time to time.

**PATRIOT TOWN COUNCIL**, through its representative, shall examine documents and technical materials prepared and submitted by the Commission and shall cooperate with the Commission staff representatives to avoid undue delays in the performance of project requirements.

**SECTION 6. DIRECT PERSONNEL EXPENSE AND REIMBURSEMENT EXPENSES.** The following are further definitions, conditions, and methods to be used in connection with the charging of expenses allowable under this contract:

- a.) Direct Personnel Expense. Direct personnel expense includes that of employees engaged in the project by the Commission, including technical or administrative assistance, such as: writing, typing, producing drawings, specifications, and other documents pertaining to the project, and in any other services which directly and exclusively are supplied to the project.

Direct personnel expense includes cost of salaries and of mandatory payments (employer's IRA and unemployment payments) and customary benefits such as employee benefits, sick leave, holidays and vacations, and similar benefits.

- b.) Other Direct Personnel Expense. Expenses of transportation and related employee expenses when traveling in connection with the project and fees paid for the securing of approval of authorities having jurisdiction over the project, reproduction of documents and specifications and similar expenses shall be reimbursed by **DILLSBORO TOWN COUNCIL** to the Commission. **DILLSBORO TOWN COUNCIL** will be directly responsible for costs attributed to legal notices required to successfully complete this project.
- c.) Condition for Travel Reimbursement. **DILLSBORO TOWN COUNCIL** will reimburse the Commission for travel in an amount equal to that permitted under the laws of Indiana for the Commission's employees for travel and related expenses, provided however, that such reimbursement shall be due and payable hereunder only for such travel in connection with the performance of services under this contract.
- d.) Method of Payment. Payment to the Commission for services rendered hereunder shall be paid at the rate of 40% of Grant Administration and 100% Environmental Review fees, **\$27,400.00** at the time when the grant agreement has been fully executed. A second payment to the Commission for services rendered at the rate of 40% of Grant Administration and 40% of Labor Standards, **\$24,400.00**, at receipt of Release of Funds. The Commission agrees to submit a claim form for said payment to **DILLSBORO TOWN COUNCIL** and to abide by any fiscal procedures of **DILLSBORO TOWN COUNCIL** as required by **Town Council**. Final payment of **\$14,200.00** (20% of Grant Administration and 60% of Labor Standards fees) shall be paid to the Commission at the time of grant Close-out and shall be made pursuant to the submission of a claim form accompanied by an invoice setting for nature of services and the hours required for the total project by the fiscal procedures of **DILLSBORO TOWN COUNCIL** and such claim and invoice shall be submitted by the same shall be paid in accordance with the usual and regular fiscal procedures of the State of Indiana.

SECTION 7. PLACE OF PERFORMANCE. The Commission shall perform and furnish services at its Versailles, IN office, or at such other place or places as may be authorized from time to time by **DILLSBOROTOWN COUNCIL**.

SECTION 8. EMPLOYMENT OF CONSULTANTS AND SUBCONTRACTORS. The Commission shall be without authority to subcontract any portion of this contract without the written permission of **DILLSBORO TOWN COUNCIL** and it is not authorized to bind **DILLSBORO TOWN COUNCIL** in any way, by contract or otherwise. The Commission is hired or engaged in the manner of a not-for-profit, independent contractor to render services of described nature at a designated place or area. Nothing in this section, however, shall be construed to prohibit the Commission from employing additional staff personnel on a permanent, temporary, or part-time basis and to

charge **DILLSBORO TOWN COUNCIL** for their services on the same basis as described in Section 2 and 6 above.

**SECTION 9. TERMINATION.** **DILLSBORO TOWN COUNCIL** may, at any time, and for reason, terminate this contract by written notice to the Commission specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Commission shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by **DILLSBORO TOWN COUNCIL** after consultation with the Commission and shall be subject to audit. Termination under this section shall not give rise to any claim against **DILLSBORO TOWN COUNCIL** or the Commission for damages or for compensation in addition to the provided hereunder.

**SECTION 10. OWNERSHIP.** All rights including the right of republication, title, and interest in or to the Commission's written reports or documentation-including all charts, schedules, photographs, exhibits, models, and all materials prepared, developed or acquired by the Commission in connection with or as a part of the services hereunder-shall become the property of the **DILLSBORO TOWN COUNCIL**. No reports or other documents produced in whole or in part under this contract shall be the subject of an application for copyrights by or on behalf of the Commission.

**SECTION 11. AMENDMENTS.** This contract may be amended or supplemented in any particular by following the procedures used for its adoption.

**SECTION 12. COMPLIANCE WITH LAWS, ORDINANCES, ETC...** The Commission, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of the **County of Dearborn, Indiana**, the ordinances of the State of Indiana, and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus, and agencies.

**SECTION 13. ENFORCEMENT AND NOTICES.** This agreement shall be enforceable by **DILLSBORO TOWN COUNCIL** and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in **Dearborn County, Indiana**. All written notices given to **DILLSBORO TOWN COUNCIL** by the Commission shall be addressed to and filed with **DILLSBORO TOWN COUNCIL** representative. Correspondence from **DILLSBORO TOWN COUNCIL** to the Commission shall be addressed to Executive Director, Southeastern Indiana Regional Planning Commission, P.O. Box 765, Versailles, IN 47042.

**SECTION 14. ACCESS TO RECORDS.** All of the reports, information, data, etc., prepared or assembled by the Commission under this contract are confidential and the Commission agrees that they shall not be made available to any individual or organization without the prior written approval of **DILLSBORO TOWN COUNCIL** except that the Commission shall permit the inspection of such records for a period of three years from the date of termination of this contract by the Indiana Office of Rural Affairs or their contracted audit firms without such prior written approval.



SECTION 15. CONFLICT OF INTEREST. The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services rendered under this contract.

SECTION 16. ASSIGNMENT. The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this contract without written authorization of the other.

SECTION 17. EQUAL EMPLOYMENT OPPORTUNITIES. During the performance of this contract, the Commission agrees as follows:

- a.) The Commission will not discriminate against any employee or applicant for employment because of race, creed, sex, color, familial status or national origin. The Commission will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices letting forth the provisions of this nondiscrimination clause.
- b.) The Commission will, in all solicitations or advertisements for employees' places by or on behalf of the Commission, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c.) The Commission will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d.) The Commission will comply with all provisions of Executive Order 11246 of September 24, 1965, rules, regulations, and relevant orders of the Secretary of Labor.
- e.) The Commission will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the County, its agents or representatives, the Indiana Office of Community and Affairs, the U.S. Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- f.) In the event of the Commission's failure to comply with the noncompliance clauses of the agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the Commission may be declared ineligible for further government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g.) The Commission will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract to purchase order as **DILLSBORO TOWN COUNCIL** may direct as a means of enforcing such provisions including Sanctions for noncompliance; provided, however, that in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **DILLSBORO TOWN COUNCIL** the Commission may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 18. WOMEN BUSINESS ENTERPRISE POLICY, EXECUTIVE ORDER 12138.**

The Commission recognizes and will comply with Executive Order 12138, relating to affirmative action with respect to women's business enterprises.

**SECTION 19. CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, familial status or national origin, be excluded from participation under any program or activity receiving Federal financial assistance.

**SECTION 20. SECTION 109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** a.) No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**SECTION 21. "SECTION 3" COMPLIANCE IN THE PROVISIONS OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES.**

a.) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance for the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c.) The Commission will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

d.) The Commission will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24CFR part 135 and will not let any subcontract unless the subcontractor had first provided it with a preliminary statement of ability to comply with requirements of these regulations.

e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal financial assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

SECTION 22. ENERGY POLICY AND CONSERVATION ACT. The parties hereto specifically recognize mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SECTION 23. CERTIFICATION OF NONSEGREGATED FACILITIES. The Commission certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that are under its control, where segregated facilities are maintained. The Commission certifies further that it will not maintain or provide for employment any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Commission agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Commission further agrees that (except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files; and that it will forward notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods.)

SECTION 24. AGE DISCRIMINATION ACT OF 1974. (42 U.S.C.6101, et seq.) No person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 25. SECTION 504 OF THE REHABILITATION ACT OF 1973. (29 U.S.C. 1974) Handicapped individuals may not be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 26. AVAILABILITY OF FUNDS. **DILLSBORO TOWN COUNCIL** will pay for any or all services of the Commission, as provided in the conditions set forth in other Sections of this contract, If grant funds shall not become available, services rendered to date shall paid by the TOWN OF PATRIOT. No. WW-21-101 for such purposes, and **DILLSBORO TOWN COUNCIL** does not promise to pay the Commission for services out of any other **DILLSBORO TOWN COUNCIL** funds.

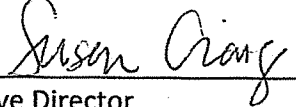
SECTION 27. COOPERATION COMPANY WITH OR DESIGNATED AGENCIES. The Commission agrees to assist any or all **DILLSBORO TOWN COUNCIL** personnel or agencies, designated by **DILLSBORO TOWN COUNCIL** by contract or resolution or other written document, to assume or share responsibilities regarding the implementation of this contract, and such designated personnel and agencies shall provide information and cooperation to the Commission to the extent provided in this contract in other **DILLSBORO TOWN COUNCIL** contracts, resolutions, or written agreements.

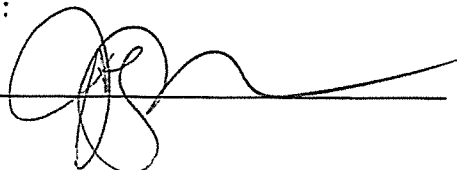
SECTION 28. DATE OF CONTRACT TO BEGIN. This contract shall commence and become effective as of December 27, 2021, and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this contract are met.

SECTION 29. DATE OF PERFORMANCE. This contract shall be fully performed upon complete close-out of said grant.

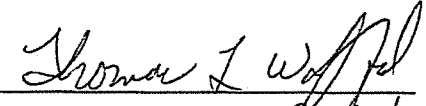
IN WITNESS WHEREOF, **DILLSBORO TOWN COUNCIL** and the Commission have executed this agreement as of the date first above written in the County of Switzerland, Indiana.

**SOUTHEASTERN INDIANA REGIONAL  
PLANNING COMMISSION BOARD**

BY:   
Executive Director

ATTEST:  


**TOWN OF DILLSBORO TOWN COUNCIL**

BY:   
President (Vice President)

ATTEST:  
\_\_\_\_\_

## WORK OF PROGRAM...

### SCOPE OF SERVICES

The work program includes two phases of the project: 1.) Portions of the preparation of a full application for this project which may be charged in accordance with applicable regulations; 2.) The administration of the approved project as described below:

### PREPARATION OF APPLICATION

The preparation of the application includes: the application itself, environmental assessment and review procedures, citizen's participation, required resolutions, budgets, economic development project supplement, and related materials. In addition, it includes time and travel to attend meetings related to the application or to gather data and information. Further, this work includes the preparation of mapping, site plans and other graphics needed for the application.

### ADMINISTRATION OF APPROVED PROJECT

The Commission proposes to provide the skills and knowledge to perform the comprehensive management services to **DILLSBORO TOWN COUNCIL** and its agencies in the completion of the above referenced grant program. The Commission staff proposes to provide the following specific services:

The Commission shall provide skills and knowledge to **DILLSBORO TOWN COUNCIL** in the development and implementation of financial management and record keeping systems for **WW-21-101** to assure compliance with Indiana State Board of Accounts requirements; OMB Circular Number A-102; and 24 CFR 570.907. Such financial management and record keeping systems shall provide for:

Complete Disclosure. Accurate, current, and complete disclosure of the financial results of each grant program in accordance with federal reporting requirements.

Source and Application. Adequate identification of the source and application of funds for grant-supported activities.

Accountability. Effective control over and accountability for all funds, property, and other assets.

Budget Comparison. Comparison of actual costs with budget amounts for each grant. (Also, relation of financial information with performance of productivity data, including the production of unit cost information whenever appropriate and required by the Indiana Office of Community and Rural Affairs.

Minimum Time Elapsing between transfer and disbursement of funds. Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursements by the grantee, whenever funds are advanced by the Federal Government. (When advances are made by a letter-of-credit method, **DILLSBORO TOWN COUNCIL** shall make drawdowns

from the U.S. Treasury through its commercial bank as close as possible to the time of making the disbursements.)

Allow ability and Allocability. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Federal Management Circular 74-4.

Source Documentation. Accounting records which are supported by source documentation.

Audits. Audits to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements.

Resolutions of Audit Findings. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

Budget Revisions. Budget revisions in accordance with OMB Circular Number A-102.

Citizen Participation. Citizen participation with respect to the requirements outlined in 24 CFR 570.900 (d).

Other Resources. Other resources, which indicate what amount of the resources indicated in the previous application were annually provided for the community development activities and for which activities they were used.

Acquisition. The acquisition file which shall contain records concerning real property acquisition governed by the provisions of 24 CFR 570.602.

Equal Opportunity. Equal Opportunity files which shall contain demographic data by census tract, racial, ethnic and gender data showing the extent to which these categories of persons have participated in, or benefitted from, programs and activities funded under the Community Development Block Grant program. (Data which records the affirmative actions taken by the grantee and records which maintain data which records. The **DILLSBORO TOWN COUNCIL'S** good faith efforts to identify, train and/or hire lower income residents of the project area and to utilize project area businesses.)

Labor Standards. Labor Standards files which shall be maintained regarding compliance of all contractors performing construction work with grant funds, with the obligation imposed upon them by 24 CFR 670.605.

Unavailability of Other Federal Assistance. Files which document the unavailability of other federal assistance. This file shall contain information as to compliance with the provisions of 24 CFR 570.607.

OMB Circular A-95 Compliance. Files which document compliance with OMB Circular A-95 requirements. (The district shall retain copies of all letters, correspondence, or other records received as a result of review of the community development program application by the appropriate clearinghouse pursuant to the provisions of OMB Circular A-95.)

Environmental. Environmental files which evidence compliance with HUD regulations found at 24 CFR 58.11.

The Commission will assist in the implementation of land acquisition and relocation activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and other pertinent HUD requirements to assure timely and efficient completion of the acquisition and relocation activities provided under this program, if applicable.

The Commission staff will assist **DILLSBORO TOWN COUNCIL** in implementing public facility improvements in accordance with federal, state, and local regulations. Assistance to be provided includes, but is not limited to, the following:

- Labor Standards in accordance with HUD Handbook 4010 (2-76) Federal Labor Standards Provisions and attachments.

- Organizing and conducting the required preconstruction conference for affected contractors and subcontractors.

- The designation of a Labor Standards Officer and development of a Labor Standards Enforcement File.

- Development and/or revision of an Affirmative Action Program implementing Section 3 of the Housing and Urban Development Act of 1968.

- Organizing and conducting the required environmental review procedures as outlined by the Indiana Office of Community and Rural Affairs. Any required archaeological studies or surveys are not included as a part of this service, but will be arranged by the Commission and paid by **DILLSBORO TOWN COUNCIL**.

The Commission will prepare Performance Assessment Reports, Status of CDBG Activities Reports, Annual Reports on Relocation and Real Property Acquisition Activities, Requests for Payment of Letter-of-Credit, and Status of Funds Reports and other reports, forms and documents which may be required from time to time by Urban Development and other federal, state, and local agencies or departments. Such reports will be presented for review by local officials.

The Commission staff will participate in public hearings/public meetings of **DILLSBORO TOWN COUNCIL** and local citizen's organizations, as requested, in an attempt to further citizen participation in the completion of **WW-21-101** grant program.

The Commission staff will provide General Management and Administrative Oversight of the overall grant program.

TOWN OF DILLSBORO ORDINANCE 2021- 12-1

An ordinance for salary and wages for the employees, Town Council and Clerk Treasurer of the Town of Dillsboro for the 2022 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 2022 and are effective December 27, 2021.

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

1. That Michael J. Beach shall be given an hourly wage of \$18.54 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 \$27.81 per hour. He will be reimbursed \$200.00 annually for cell phone usage.
2. That Donald R. Schmaltz shall receive \$30.15 per hour from the Water Works, Sanitary Sewage, and General Fund or Motor Vehicle Highway Fund based on a 40-hour work week. The overtime rate will be \$45.22 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
3. That Brian Graver shall receive \$21.63 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 \$33.44 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
4. That Eric R. Graver shall receive \$22.48 per hour from the Sanitary Sewage Funds based on a 40-hour work week. The overtime rate will be \$33.72 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
5. That Matthew Bauer shall receive \$20.24 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 \$30.36 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
6. That Utilities Clerk Rita Stevens shall receive \$15.45 per hour from Water Works and Sanitary Sewage Funds based on a 40-hour work week. Overtime rate will be \$23.17 per hour. She shall be reimbursed \$200.00 annually for cell phone usage.
7. That Administrative Assistant Kami Hamilton shall receive \$12.36 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 \$18.54 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.
8. That Susan Greco shall be Town Manager and shall be paid \$2,355.41 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 \$44.17 per hour for hours worked in excess of 85 hours per pay period. She will be reimbursed \$200.00 annually per year for cell phone usage.
9. That Kyle Cleeter shall be Utilities Superintendent effective September 27, 2021, and shall be paid \$2,101.20 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 Kyle Cleeter shall track his hours worked during each pay period and that he shall be paid at the rate of



\$39.40 per hour for hours worked in excess of 85 hours per pay period. He shall be paid \$200.00 annually for cell phone usage.

10. That Police Chief Joshua Cady shall receive \$24.58 per hour based on 40 hours per week from the General Fund or MVH Fund. His overtime rate will be \$36.87.
11. That Patrol Officer Kevin Turner shall receive \$21.63 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 \$32.44

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. 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.

**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.

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 \$50.00 per month and employees with dependent coverage will pay \$100.00 per month. The Town of Dillsboro will pay the balance of the premium. The Town of Dillsboro will deposit \$4,500.00 into an employee's Health Savings Account who has an insurance family plan for the year 2022 and \$2,250.00 into an employee's Health Savings Account who has single coverage for the year 2022 to be taken out of the Riverboat Revenue Fund. The deposits will be as follows, March \$750.00 single, and \$1,500.00 family, June \$500.00 single and \$1000.00 family, September \$500.00 single and \$1,000.00 family and December \$500.00 single and \$1,000.00 family. 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 contribute to an HRA account for Susan Greco according to law which is in the process of being established at this time. This ordinance will be amended as necessary to set forth the specific amounts of contribution upon establishment of the account.

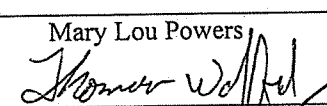
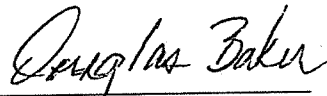
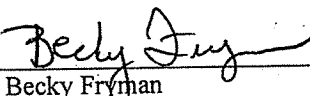
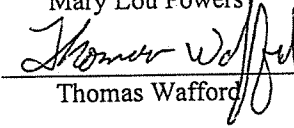
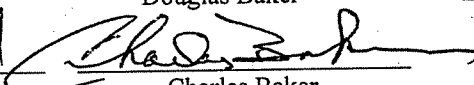
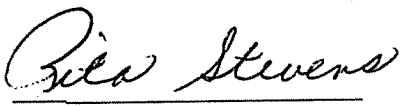
All full-time employees will be covered by PERF, effective first day of employment except for a newly created position which will be subject to enlargement approval from PERF.

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.

The salary of the clerk-treasurer shall receive \$3,130.79 per year from the General Fund, \$6,261.58 per year from the Water Works Fund and \$6,261.58 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	 Charles Baker	
 Rita Stevens, Clerk-Treasurer		