

Dillsboro Town Council

January 31, 2022

The regular monthly meeting of the Dillsboro Town Council was opened by President, Tom Wafford, with the pledge to the flag on January 31, 2022 at 6:00 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 January 10, 2022 meeting was approved by CM D. Baker. Seconded by CM Fryman. Motion carried.

Clerk-Treasurer – Rita Stevens

Thank you letter was received from Lifetime Resources of the town's contribution of \$1,500.00

Approval of Navigate Tomorrow invoice for \$4,968.40 for virtual meeting equipment in Town Hall Meeting room. A motion by CM D. Baker to pay this invoice from the CARES ACT Fund. Seconded by CM Fryman. Motion carried.

During the audit. Auditor stated that the town needs a Capital Asset Threshold Policy. Attorney Watson will do the policy. Also CT Stevens highlighted another suggestion from the auditor is the police department have a receipt book. The Exit Meeting for the Audit will be Monday, February 7th.

Fire Department – Tim Heitmeyer was absent but the Incident Report was presented.

Police Department – Josh Cady

In-car camera's should be installed on Wednesday.

Cady asked council for the police department to have a 3rd vehicle for a spare. CM C. Baker made a motion to approve this request up to \$8,000.00 from the Public Safety Fund. Seconded by CM D. Baker. Motion carried.

Greco stated need to move forward of a building to store town vehicles. CM Wafford did state he is going to check into the building behind Race & Boggs Accounting.

An Estimate from H & B Systems was presented for \$1,957.50. This is for the police and utility superintendent doors to have access control panels for card readers. CM D. Baker made a motion to approve and move forward and funds would come out of Public Safety. Seconded by CM Fryman. Motion carried.

Utility Department – Dino Schmaltz & Kyle Cleeter

A 20 year Water Purchase Contract with the City of Aurora was signed. (Attached)

The backhoe is needing new tires. Estimate of a set for the back is \$775.00 each. And a set for the front is \$370.00 each. CM C. Baker made a motion to purchase the tires with ½ from water and ½ from sewer. Seconded by CM Fryman. Motion carried.

Mike Beach is in third week of water school. Also Mike has been trained for the lab work at the sewer plant.

Matt Bauer has been working ½ days with a 30 lb. lifting restriction. Should be back to normal hours the beginning on February 7.

Indiana Water Alliance Training meeting will be April 6 at the town hall. Approximately 20-25 people in attendance. Hopefully have a vendor to provide lunch.

Water Main Break on Bank Street. The town dialer failed. It is time to upgrade. Randy Turner, Aurora Utilities, have our oncall phone to their escada system.

Having portable pump problems. Went to Cornerstone Equipment and ordered one around \$900.00. The old pump is being fixed at Tri-State Battery Supply.

Big Hump on Bank Street. Also issues on North, Central and a couple other spots. Council approved to call Kevin Klingelhoffer and get 2 or 3 estimates.

Clarifier out at the sewer plant is shearing pins. Last maintenance was probably 2015/2016.

Received a couple estimates on mowers and a bagger.

Brush & Yard Waste guidelines was in the January utility bills.

Town Manager/Economic Development – Susan Greco

Serenity Pines – Ordinance No. 2022-1-1 – An Ordinance Adopting the Dillsboro Redevelopment Resolution No. Providing a Maintenance Guarantee for the Completion of Liana Drive. This is a resolution to establish escrow of \$200,000 in lieu of bond. (Attached)

Greco HSA Alternative – The town is presently paying \$10,200.00 for Greco health insurance and \$2,250.00 for HSA. Greco recommends for her to go on a Medicare Advantage plus the Supplement (Plan G) costing \$3,901.20 yearly. This would result in a savings of \$8,548.80 annually. Attorney Watson will have to write something up regarding this. CM D. Baker made a motion to approve this recommendation and would have to be approved yearly. Seconded by CM C. Baker. Motion carried.

Planning & Zoning/BZA – 12227 Rullman Drive – unsafe building order ready to move forward with citing the case into code court. Attorney Watson stated it is ready to go but will check with Mark McCormack.

Mark McCormack will be meeting with council on February 3. Topics to discuss is amending ordinances, possible services other than blighted properties, changing the permitting process & etc.

Dillsboro Main Street – A \$20,000.00 Planning Grant for Community-wide Bicycle and Pedestrian Improvements has been applied for. Thanks to the volunteers for working on this.

Friendship Gallery – Greco contacted Gompf Heating & Cooling for the estimates for the replacement of the water heater and furnace to submit for town's insurance claim. The claim has been completed.

This is from a sewer leak in August. Gompf stated do not need the back-up furnace that is in the building. There is no duct work. Greco suggested maybe taking the furnace to the utility building.

Old Doctor's Building on Lenover Street where Indiana Mentors are leasing. Had some issues with the furnace. Gompf fixed it. Gompf gave an estimate of \$16,960.00 for a new furnace. CM D. Baker made a motion to get the new furnace and to be paid from Town Owned Property Fund. Seconded by CM Fryman. Motion carried.

New cleaning service has started for the town hall and fire department.

Town Hall - Copier has been moved. All About Doors will be changing the cylinders into the Clerk-Treasurer's Office. Brian Graver has done some drywall patching. New microphone and camera's installed in meeting room for virtual meetings. An Ordinance needs to be passed allowing for Virtual Meetings. Attorney Watson will have at the next meeting.

Downtown Parking - Greco recommends a 2 hour parking on both sides of North Street between Mulford and Front Streets to help the businesses. Also would recommend limit parking in the Friendship Gallery lot to Patrons of Friendship Gallery. Block the westside entrance from Bank Street and chain the entrance. After discussion of council. Council don't recommend the 2 hour parking. And the Friendship Center parking lot is tabled to the next meeting.

12958 North Street (Smith House) – Town has accepted a cash offer of \$48,500.00. It will be sold as is with no inspections. The cash will be deposited in the Town Owned Property Fund.

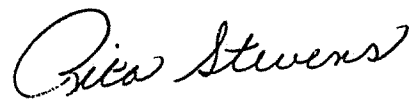
Ordinance for a capitalization policy of the Town of Dillsboro was brought up by the Clerk-Treasurer. Recommend a \$3,000.00 asset limit.

INDOT Public Forum - Was held January 27th regarding the J-Turns on US 50. INDOT did state the speed limit will be reduced to 45 mph.

Verdin Company – Will be in town on February 4 for maintenance the clock. Checking clock is \$630.00. Parts are additional. Service call is \$500.00. Attorney Watson stated might want to check other organizations and see who they use for their clocks. Council agreed.

Attorney – John Watson – Stated will be meeting with Negangard regarding the Jennifer Street law suit.

Being no further business. CM Fryman made a motion to adjourn the meeting at 7:30 p.m. Seconded by CM D. Baker. Motion carried.



Rita Stevens, Clerk-Treasurer

WATER PURCHASE CONTRACT

THIS WATER PURCHASE CONTRACT (the "Agreement") is made and entered into as of the 18th day of January, 2022, by and among the City of Aurora, Indiana (the "Seller"), and the Town of Dillsboro, Indiana. (the "Purchaser").

WITNESSETH:

WHEREAS, the Purchaser requires a supply of treated water and the Seller owns and operates a water supply and distribution system established under the provisions of I.C. 8-1.5-3; and

WHEREAS, the Town Council of the Purchaser has approved the purchase of water by the Purchaser in accordance with the provisions of this Agreement and the execution thereof by the Town Council President; and

WHEREAS, the City Council of Aurora has approved the sale of water from the Seller under the terms and conditions of this Agreement and has authorized and directed the mayor to execute the same on behalf of the Seller.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth:

1. **Term of Agreement.** This agreement shall be effective upon the date of delivery of water under the terms of this agreement and shall continue for a period of twenty (20) years. After the initial twenty (20) year period, this agreement shall continue for two (2) additional periods of ten (10) years each. Either party may terminate this agreement at any time by giving written notice to the other of its intent to terminate upon five (5) years notice during the initial term or any renewal term. Notice of same must be sent by certified mail. This agreement may be extended beyond the above terms by mutual consent of the parties.

2. **Quality and Quantity.** During the term of this Agreement or any renewal or extension thereof, Seller shall furnish water to Purchaser at the point of delivery hereinafter specified. Seller will not be responsible for water quality beyond the point of delivery. Potable treated water meeting applicable purity standards of the Indiana Department of Environmental Management in an amount up to 350,000 gallons per day shall be available to the Purchaser at the point of delivery. Seller shall maintain a booster pump to make delivery possible to Purchaser's tanks. A telemetry system shall be connected to Purchaser's tanks and maintained by Seller, which will monitor the amount of water contained in Purchaser's tanks. Once the tanks are filled, the telemetry system will notify the booster pump to turn off. All excess run off shall be measured by a return meter at the point of delivery, and the amount of water returned shall be deducted from the amount delivered.

Seller will not be responsible for quality or quantity in the event that the Seller is unable to perform for reason or reasons beyond its control. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and the use of water to fight

fires, earthquake, or other catastrophe or circumstances beyond the control of the Seller or acts of God shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. **Point of Delivery and Pressure.** The water will be furnished at a reasonably constant pressure, not less than 60 pounds per square inch (psi), from an existing Eight (8) inch Cast Iron Pipe main at a point located at or near The Washington/Clay Township boundary line adjacent to U.S. 50, in Dearborn County, Indiana. Seller shall be the owner of the water meter that measures the water flow for purposes of the volumetric rates. Seller shall have the right and duty to test, repair and replace such meter in its discretion. A meter is already in place at the location and shall be maintained or replaced if and when necessary, at the expense of the Seller. If a greater or lesser pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such change in pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. Purchaser shall be responsible for the purchase of any real estate that may be required for the purposes of this Agreement.

4. **Billing Procedure.** Seller shall furnish the Purchaser at the normal billing address of the Purchaser an itemized statement produced at the same time as the balance of the billing statements are produced showing the amount of water furnished along which the charges therefor, which was furnished to the Purchaser during the preceding month, which bill shall be payable in accordance with the provisions of this Agreement.

5. **Rates and Payment Dates.** Purchaser shall pay the Seller, not later than the 15th day of every month, for water delivered at the rate applicable to the Purchaser at the time of billing in the Schedule of Rates and Charges, of the Seller, as more fully set forth in § 53.15 SCHEDULE OF RATES AND CHARGES of the Aurora Municipal Code, as amended from time-to time.

6. **Default of the Seller.** The Seller will operate and maintain its system as efficiently as possible under the circumstances then existing and will take such action as necessary to furnish the Purchaser with quantities of water set forth in this agreement; temporary or partial failures to deliver water shall be remedied with all possible dispatch.

In the event of an extended shortage of water or if the supply of water available to the Seller is otherwise diminished over an extended period of time, Seller may reduce Purchaser's supply of water in the same ratio or proportion as such is reduced to other customers of the Seller.

7. **Default by Purchaser.** In the event Purchaser fails to pay for the delivery of water as set forth in this agreement, Seller may at its option terminate this Contract and disconnect Purchaser from Seller's supply lines.

8. **Maintenance by Purchaser.** Accidents or other causes resulting in waste or loss of water after delivery to the master meter shall not entitle Purchaser to any adjustment or reduction in bills or water delivered hereunder. Purchaser will properly care for and maintain all water mains and other appurtenances served by water hereunder and will prevent excessive leakage and waste therefrom.

9. **Indemnification.** Purchaser covenants and warrants that will exonerate,

indemnify, defend, and hold harmless the Seller, its agents, and employees, from and against any and all third-party claims, made or asserted against the Purchaser, its agents, or employees, arising out of or in any way connected with the performance or non-performance of this agreement by the Purchaser.

10. **Modifications of Contract.** The provisions of this Contract may be modified or altered by mutual agreement; however, such agreement shall be set forth in writing and executed in the same manner as this Contract.

11. **Regulatory Agencies.** This Contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser agree to collaborate in obtaining such permits, certificates, or the life, as may be required to comply therewith.

12. **Miscellaneous.** This agreement is between the parties hereto, and Seller has no agreement expressed or implied with customers of Purchaser for the sale of water.

Neither party shall acquire any rights whatsoever in the water system of the other, including but not limited to pipe, wells, towers, treatment facilities or any other part of said system.

Unless otherwise provided herein, either party shall have the right to seek redress for any violation of terms of this agreement through any legal or equitable remedy available to it.

Neither party shall have the right to assign its interests under this Agreement without the consent of the party.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in 2 counterparts, each of which shall constitute an original.

PURCHASER:
TOWN OF DILLSBORO

SELLER:
CITY OF AURORA

BY: Thomas F. Woffel
Town Council President

BY: Mark A. Denny
Mayor

ATTEST:
Celia Stevens
Clerk Treasurer

ATTEST:
[Signature]
Clerk Treasurer

THIS INSTRUMENT PREPARED BY JOHN H. WATSON
ATTORNEY FOR TOWN OF DILLSBORO

ORDINANCE NO. 2022 - 1-1

AN ORDINANCE ADOPTING THE DILLSBORO REDEVELOPMENT RESOLUTION NO. PROVIDING A MAINTENANCE GUARANTEE FOR THE COMPLETION OF LIANA DRIVE

WHEREAS, the Civil Town of Dillsboro may receive financial guarantees from governmental units pursuant to Dillsboro Subdivision Control Ordinance Section 415; and

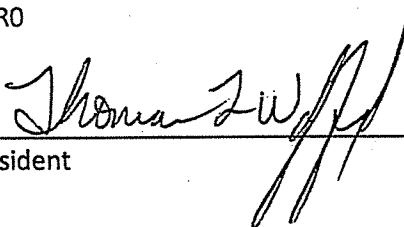
WHEREAS, the Civil Town of Dillsboro previously provided up to \$200,000.00 from Riverboat gaming money to the Dillsboro Redevelopment Commission to assist in the construction of Liana Drive in the Serenity Pines Subdivision, but said funds were not necessary for the substantial completion of Liana Drive, and

WHEREAS, the developer and the Redevelopment Commission wish to use the previously provided gaming funds as a maintenance guarantee pursuant to Section 415 of the Subdivision Control Ordinance;

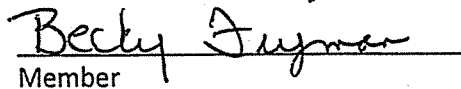
NOW THEREFORE BE IT ORDAINED

1. The Dillsboro Town Council hereby adopts Resolution 2022-2-1 of the Dillsboro Redevelopment Commission pursuant to section 415 of the Subdivision Control Ordinance and accepts the Maintenance Guarantee provided therein.
2. The funds provided for the Maintenance Guarantee shall be administered pursuant to the terms of Section 415 of the Subdivision Control Ordinance and the Second Amended Roadway and Housing Development Agreement, executed between Serenity Pines, LLC, and its individual members, and the Dillsboro Redevelopment Commission.

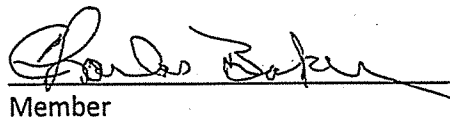
TOWN COUNCIL OF THE TOWN OF DILLSBORO



President



Member



Member



Member

Member

Rita Stevens

Attest: Rita Stevens
Clerk Treasurer