

Dillsboro Town Council

June 10, 2024

The regular meeting of the Dillsboro Town Council was opened by President, Doug Baker, with the pledge to the flag on June 10, 2024 at 6:00 p.m.

Council present: Doug Baker, Becky Fryman, Tim Benning, Charlie Caldwell and Jerri Jackson.
Attorney present: John Watson.

The minutes from the executive meeting and the regular council meeting on May 13, 2024 were presented. CM Benning made a motion to approve. Seconded by CM Caldwell. All in favor. Motion carried.

Clerk-Treasurer – Rita Stevens

- CT Stevens will be attending the ILMCT (Indiana League of Municipal Clerks and Treasurers) Annual Meeting on June 23-27 in South Bend.

Fire Department – Jason Sullivan

- May Incident Summary Report of 13 and the June Incident Summary Report of 12 was given to council.

CM Baker asked about the fire smoke issue that was in town. TM Walker stated there not a no burn ordinance. Will look into it and have something at the next meeting.

Police – Josh Cady

- Alex Sears is at the police academy and should be finished June 21. Sears been doing great and has passed all his tests.
- Junk vehicles – Been trying to give out notices but nobody will answer their doors.
- Cameras behind the fire department facing the utility building, fuel tank and recycling trailer. Received 3 quotes and recommends Midwest Data for \$4,200. CM Jackson made a motion to approve Midwest Data of \$4,200 and pay from Riverboat. Seconded by CM Fryman. All in favor. Motion carried.

Utility Superintendent – Matt Bauer

- Everything been going good. The summer help is doing good.
- The sewer problem on Holland Drive last week has been fixed. The lateral was clogged up.
- Been working at the park regarding the drainage problem by the baseball playground.

Beautification – Charlie Caldwell

- The flowers has been planted in the flower pots. Need volunteers to help water the flowers.

Parks – TM Derek Walker

- Utility workers have been working on the drainage problem at the baseball playground. Also mulch will be replaced.

- Josh Cady stated the All Star Summer Slam is June 21-23. Council needs to see the parking issue there this weekend when a tournament is being held. Could host more tournaments if there is more parking.

Main Street – Kami Hamilton

- This is the second week of being the Executive Director.
- Main Street had a stand and sold Ice Cream at the Jazz Festival and made \$401.00.
- Planning on having a meet and greet of possibility getting volunteers to help.

Town Manager – Derek Walker

- Sewer Backup on Holland Drive. Tree roots had infiltrated the main at the lateral connection. The utility workers did a great job of locating the blockage and repairing it.
- 2023 Consumer Confidence Report (water quality report) was completed in-house. The report was sent out in the June utility bills and is on the town website. By completing this in-house it saved the town \$2,000.
- 2023 Water Loss Audit draft copy has been completed by town staff. The town had a water loss of 8%. Aside from main breaks, this could be attributed to things like flushing lines, water meters wearing out and having unmetered users. Next years report should see some improvements since unmetered meters are being metered now. Will have a meeting with Alliance of Indiana Rural Water to validate our draft audit. Doing the report in-house saved approximately \$2,000.
- Unsafe Building Order at 13220 Bank Street which sustained fire damage back in March. On May 29 an unsafe building order was issued. Pursuant to state law, the property owners were given 45 days to complete the demolition. After this time the Town can have the work completed and issue a lien against the property. TM Walker will monitor the progress.

Old Business (TM Walker)

- 911 Dispatch Agreement (attached) – At the May 13 council meeting, no action was taken on this request as it was thought to have already been approved. The letter and payment were approved but the subsequent agreement was not. CM Fryman made a motion to approve the agreement. Seconded by CM Baker. Aye – CM Caldwell, CM Baker and CM Fryman. Nay – CM Jackson and CM Benning. Motion carried.
- West Adams Street Drainage. A property owner is claiming that water coming from the town storm drain is eroding the soil and uprooting some trees creating a safety concern for the property owner and neighbor. Council tabled action at the May meeting requesting time to review the physical conditions. CM Baker had a chance to look at it from the road but did not get a good view of it. CM Benning stated he walked to the area and don't think trees are falling down. Council decided to hold off until the town is contacted again from the property owner.
- US 50 J Turn Project update. Dave O'Mara opened Front Street. Only a right turn. There has been some concern of people turning left. But there is a sign there for only a right turn. Short Street is now closed.

- Community Crossing Matching Grant Engineer (CCMG 2024-2). Received proposals from 3 engineering firms. Curry & Associates, Inc., Choice One Engineering and Hrezo Engineering, Inc. Upon reviewing of the proposals recommend to proceed with Curry & Associates, Inc. The road projects are Guion Street, Main/Rullman Intersection and Western Row.
- Stage Engineer. Two proposals were received to provide engineering services for the design of a permanent stage at the concert lot from Curry & Associates, Inc. and Hitchcock Design Group. Upon review and discussion with the Stage Committee, the committee is recommending to accept Curry & Association, Inc. proposal of \$15,000 for preliminary engineering and another \$15,000 for completion of project plans the bidding fees. Dillsboro Civic Club president, Brett “Mooch” Hamilton, has verbally agreed to cover the engineering costs of the project. TM Walker recommend the council accept the proposal, permit the use of Riverboat funds for this project (to be later reimbursed by the Civic Club) and enter into a contract with Curry & Associated for these services. CM Benning made a motion to approve this agreement with Curry & Associates, pay from Riverboat, and receive reimbursement from the Civic Club to be deposit back into Riverboat . Seconded by CM Fryman. All in favor. Motion carried.

New Business – TM Walker

- Proposed Grant Submissions
 - T-Mobile Hometown Grant Q2 – due June 30th. The grant awards funds up to \$50,000. Grants are given every quarter up to 25 small towns. To support a community project of your choice, like revitalizing or repurposing a historic structure creating a downtown asset or destination, or improving a space where friends and neighbors gather. Walker recommends applying for construction of the permanent stage and permit CM Baker to sign a letter. CM Jackson made a motion to apply for the grant and CM Baker sign the letter. Seconded by CM Caldwell. All in favor. Motion carried.
 - SEI REMC Operation Roundup – Due June 28th. REMC provides funds towards a community service, education & youth and environment. TM Walker stated could pitch the education & youth component of the stage and focus on how the school and youth organization will benefit, but it may be difficult to show how their \$5,000 will benefit such an expensive project. An alternative would be to put the funds towards a fall cleanup under the Environmental. CM Baker stated the utility workers are doing a great job picking up large items weekly on trash day and a fall clean-up is unnecessary.
 - READI 2.0 & Lilly Endowment – Due June 21st. The Indiana Economic Development Corporation (IEDC) is awarding grant to the regional planning organization that are part of the READI 2.0 program. One Dearborn is accepting proposal County wide to pitch some ideas to the SEI READI organization. The state has \$250 million dedicated to the Redevelopment & Arts Initiative. Eligible activities may include rehabbing historic structure. TM Walker been in contact with Indiana Landmarks that owns the 3-story building on 12854 North Street about finding a third-party investor to purchase and redevelop the property and submitting an application to One Dearborn for grant funding. TM Walker propose pitching this as a piece of a larger project. Also include redevelopment of the 2nd floor of the

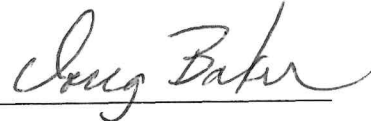
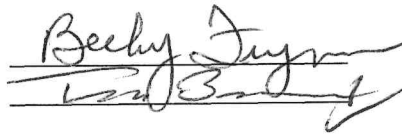
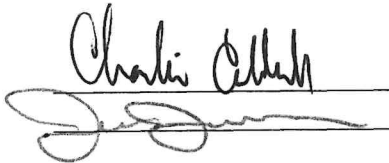
Dillsboro Arts building, The Goodfellows lot (North & Front Street) and streetscaping along North Street. This is a big project and will take time and planning but by applying early we can start working and reworking our plans to take advantage of some grant money. TM Walker will get more information.

- Donation Request Procedure – A local non-profit organization has requested to come to an upcoming meeting to discuss funding support for 2025. In January, council accepted requests and awarded them at the council second meeting. Council decided that requests for 2025 can come to a council meeting anytime or at the October 14 council meeting and award requests at the October 28 council meeting.
- Water Project – CDBG OCRA Grant Closeout. The water project is completed. Need approval for CM Baker to sign the closeout form 2. The form certifies that all funds awarded have been expended. All financial and performance reports have been submitted. CM Benning made a motion to closeout the grant and have CM Baker sign form 2. Seconded by CM Baker. All in favor. Motion carried.
- The June Redevelopment Commission will be meeting June 12 to discuss the redevelopment project (READI 2.0 & Lilly Endowment Grant) prior to the proposal.
- TM Walker will be on vacation from June 19-23. But will be checking emails once a day if anything is needed.

Being no further business. CM Jackson made a motion to adjourn the meeting at 6:53 p.m. Seconded by CM Caldwell. Motion carried.



Rita Stevens, Clerk-Treasurer



**Interlocal Cooperation Agreement
between the County of Dearborn, Indiana
and
the Town of Dillsboro, Indiana
Regarding 911 Dispatching Services**

This Interlocal Cooperation Agreement (hereinafter referred to as the "Agreement") by and between the County of Dearborn, Indiana (hereinafter referred to as the "County") and the Town of Dillsboro, Indiana (hereinafter referred to as the "Town") is entered into as of the date of the last required signature below.

WHEREAS, the County and the Town are political subdivisions, as defined by Indiana Code § 36-1-2-13, of the State of Indiana and they desire to enter into this Agreement pursuant to, and as authorized by, Indiana Code § 36-1-7;

WHEREAS, the County has established, operates, and maintains a Public Safety Answering Point (hereinafter referred to as "PSAP"), as defined by Indiana Code § 36-8-16.7-20, whose primary function is to receive incoming requests for emergency assistance and relay those requests to an appropriate responding public safety agency;

WHEREAS, the Town utilizes the PSAP services provided by the County for dispatching the appropriate public safety agency for emergencies in or around the Town;

WHEREAS, the County and the Town are authorized by Indiana Code § 36-1-7-2, § 36-1-7-11, and/or § 36-1-7-12 to enter into this Agreement and to delegate authority as outlined in this Agreement; and

WHEREAS, as this Agreement is being executed by the Dearborn County Board of Commissioners, the Dearborn County Council, and the Dillsboro Town Council; and the Agreement delegates to the Dearborn County Auditor the duty to receive, disburse, and account for all monies received by way of this Agreement, approval of the Indiana Attorney General is not required pursuant to Indiana Code § 36-1-7-4(a).

THEREFORE, the County and the Town hereby enter into this Agreement pursuant to the terms described below:

1. This Agreement shall be in full force and effect from the 1st day of January, 2024 through the 31st day of December, 2024 unless the Agreement is terminated by either party;

2. The parties understand that this Agreement is between two (2) political subdivisions of the State of Indiana, is approved by the executive and fiscal bodies of each party, and delegates authority to the Dearborn County Auditor; and, therefore, approval of the Indiana Attorney General is not required pursuant to Indiana Code § 36-1-7-4(a);

3. The parties agree that implementation of this Agreement shall be overseen by a joint board as required by Indiana Code § 36-1-7-3(a)(5)(B), which shall consist of the President of the Dearborn County Board of Commissioners, the President of the Dearborn County Council, the Director of the Dearborn County 911 Communications, the President of the Town Council, and the Clerk-Treasurer of the Town and said joint board shall work with the Dearborn County Auditor to ensure that the purpose of this Agreement is completed and shall address any issues that arise under this Agreement and work to resolve said issues amicably;

4. The County, through its 911 Communications Center, shall furnish all dispatching services for the Town, beginning on the 1st day of January, 2024 and continuing through the 31st day of December, 2024, by the use of its present and any additional communications personnel, equipment and other apparatus as it may subsequently acquire.

5. The dispatching services provided by the County shall include all standard radio, electronic, or other communication required to assist on-duty Town police officers, fire department, EMS, or other emergency responders to respond to emergency and non-emergency calls for assistance within the Town or other territories covered by Town emergency personnel.

6. The Town shall pay the County for the dispatch services rendered herein the amount of **Eighteen Thousand Five Hundred Twenty-Three Dollars and Thirty-Five Cents (\$18,523.35)** by no later than the 1st day of May, 2024.

7. The Town shall be responsible with providing the County with accurate Geographic Information System ("GIS") data for County databases to ensure accurate dispatching services can be provided by the County to the Town.

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

9. If either party to this Agreement desires, by a majority vote of the governing body of said entity (the Dearborn County Board of Commissioners for the County; the Town Council for the Town), to terminate this Agreement, the parties agree that this Agreement may be terminated by the terminating party providing the non-terminating parties with written notice ninety (90) days in advance of termination.

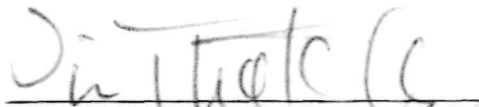
10. The parties agree that this Agreement is compliant with all statutes of the Interlocal Cooperation Act as found in Indiana Code § 36-1-7.

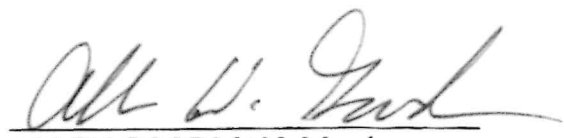
Given this Agreement, the signatures affixed below indicate that the appropriate officials have the authority to enter into this Agreement and have passed appropriate local legislation through their respective governing bodies to authorize their signing and entering into this Agreement.

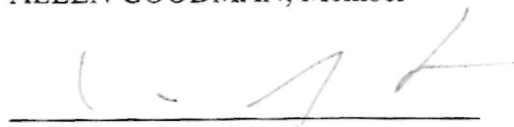
IN WITNESS THEREOF, the parties hereto have signed their names below.

**BOARD OF COMMISSIONERS
COUNTY OF DEARBORN, INDIANA**

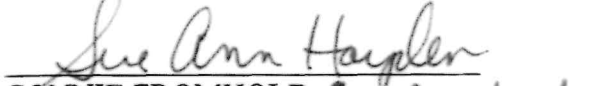
Date: 05/21/2024


JIM THATCHER, President


ALLEN GOODMAN, Member

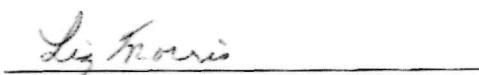

RICK PROBST, Member

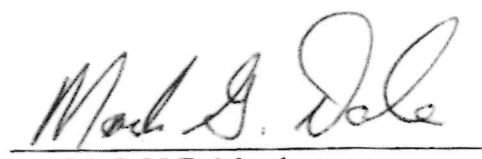
ATTEST:



CONNIE FROMHOLD *Sue Ann Hayden*
Dearborn County Auditor *Administrator*

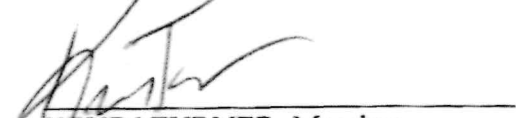
DEARBORN COUNTY COUNCIL

Date: 05/14/2024

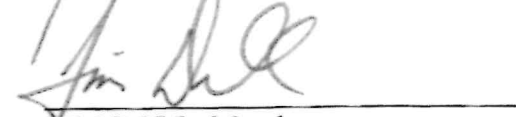

LIZ MORRIS, President


MARK DOLE, Member

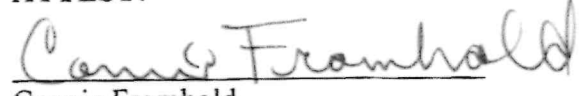

DAN LANSING, Member


KEVIN TURNER, Member


DENNIS KRAUS, SR., Member


TIM DOLL, Member


GLENN WRIGHT, Member

ATTEST:

Connie Fromhold
Dearborn County Auditor

**DILLSBORO, INDIANA
TOWN COUNCIL**

Date: June 11, 2024

Charlie Caldwell Aye
 Nay
 Abstain
CHARLIE CALDWELL

Tim Benning Aye
 Nay
 Abstain
TIM BENNING

Doug Baker Aye
 Nay
 Abstain
DOUG BAKER

Becky Fryman Aye
 Nay
 Abstain
BECKY FRYMAN

Jerry Jackson Aye
 Nay
 Abstain
JERRY JACKSON

ATTEST:

Rita Stevens
RITA STEVENS
Clerk-Treasurer

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