

Dillsboro Town Council

October 25, 2021

The regular monthly meeting of the Dillsboro Town Council was opened by Council President, Mary Lou Powers, on October 25, 2021 after the Public Hearing on the Proposed Water Rates and Charges at 6:10 p.m.

Council members present were Mary Lou Powers, Charles Baker, Doug Baker, Becky Fryman and Tom Wafford. Attorney present: John Watson.

The minutes of the October 11, 2021 was approved by CM Wafford. Seconded by CM D. Baker. Motion carried.

CT Stevens presented a invoice from Dearborn County Sheriff regards to the collection, storage, handling and disposal of evidence for \$2,500.00. CM D. Baker made a motion to pay the invoice from Riverboat. Seconded by CM Fryman. Motion carried.

CT Stevens presented another invoice from London-Witte Group/CPA for work with the town on the budget issues of \$1,500.00. CM C. Baker made a motion to pay the invoice from Riverboat. Seconded by CM Wafford. Motion carried.

CT Stevens stated she will be attending a ILMCT Training on November 8, 9 & 10 in Evansville. Also has a Keystone Training on November 12 for 2 hours. Asked Council for approval to have Kami Hamilton, Administrative Assistant, to work 4 days this week instead of 3 days. CM C. Baker made a motion to approve the 4 days. Seconded by CM Fryman. Motion carried.

Tim Heitmeyer, Fire Department, stated the Fire Department will be involved in the Hometown Christmas on December 4 with the parade.

Utility Department – Kyle Cleeter & Dino Schmaltz

- Checking on new salt spreader.
- New lock for sewer plant gate. Need sign stating no trespassing.
- Mapping Info & Upgrade New Reader Meter at next meeting on November 8 at 5:00 p.m.
- New Tractor & bush hog. Can get 10 foot not a 9 foot or a 8 foot. 1st choice is 10 foot.
- New crack sealer was purchased.

Town Manager/Economic Development – Susan Greco

- Administrative Assistant – Office set up in work room. Computer purchased. Completed sending ordinances for codification. Working on fixed assets list. Assisting with monthly newsletter.
- Interlocal Governmental Agreement with Town of Dillsboro, Indiana and Dearborn County, Indiana (attached). Recorded on 10/03/2017. Everything goes to the county. County is applying by town ordinances. Any changes to agreement before January 2nd. Agreement is renewed automatically on January 2nd of each calendar year.
- Planning & Zoning Commission – needs 4 more members. Board of Zoning Appeals – needs 2 more members. Council agreed for Greco to move forward and make contacts to fill these positions.

- o Town Hall Building Security – Police Chief, Josh Cady, has agreed to handle building security. Fob entry on Utility Superintendent door will be moved to southwest center door. Greco stated would like to get everybody’s keys and just have fob’s for non-employees. Jerry Caldwell, All About Doors, stated can change locks by just changing the cylinders only.
- o PTO Veterans Day Project to clean the cemetery is November 7 from 2-4. Request truck with a water tank. Kyle Cleeter will get town truck.
- o Veterans Day Program is November 7 at 1:00 p.m. at Heritage Pointe. Randy Frye will be the guest speaker.
- o Greco stated taking vacation on November 5 and 8.

CM C. Baker asked about the cleaning of the buildings. Greco stated there is a verbal agreement now for the fire house and town hall buildings. Greco is reviewing the list of cleaning and will receive bids.

CT Stevens stated the front of the Town Hall needs to be cleaned. It is very dirty with flower pedals and dirt.

Kevin Elder asked about SEI Data fiber-optic internet in town. Greco stated not at the present time.

Attorney Watson presented the Ordinance No. 2021-9-23, Amending Ordinance No. 2015-2. (Attached) An Ordinance Amending Ordinance 2015-2 Amending Rates and Charges for the Town Dillsboro Water Utility. CM D. Baker made a motion to approve the ordinance. Seconded by CM C. Baker. Motion carried.

Attorney Watson stated no new information on the Jennifer Street. Greco stated she did talk to Walter Block a residence on the street.

CM Fryman asked Greco regarding the old Hueseman property on Rullman Drive. Greco is going to check into it.

Tim Heitmeyer stated the Civic Club will be putting up Christmas lights on November 13. Need help.

Being no further business. CM Wafford made a motion to adjourn the meeting at 7:02 p.m. Seconded by CM D. Baker. Motion carried.

Rita Stevens, Clerk-Treasurer



INTERLOCAL GOVERNMENTAL AGREEMENT

TOWN OF DILLSBORO, INDIANA, AND DEARBORN COUNTY, INDIANA

This Interlocal Agreement (hereafter the "Agreement") is made between the Town of Dillsboro, Indiana (hereafter the "Town") and the Dearborn County Plan Commission (hereafter the "County"), who agree as follows:

1. The County Plan Commission, through the Planning Director, 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 Plan Commission staff will make a monthly trip to the Town of Dillsboro to evaluate code violations, in coordination with any complaints received and as directed from the Town Manager. The Plan Commission staff will assist the Town with up to ten (10) enforcement cases during a one-year term, or will be otherwise limited to approximately 80 hours per year.
3. The County 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 of Dillsboro's Code of Ordinances.
4. The County 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 County will, at the direction of the Town Manager, create and maintain a Town Map that can be used for wayfinding purposes.
6. The County Plan Commission, through the Planning Director or his or her 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 County Plan Commission, through the Planning Director or his or her 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 County Plan Commission, through the Planning Director or his or her designee, will provide grant writing assistance and administration oversight as a collaborative effort with the Town.
9. In exchange for the services provided hereunder by the County, the Town shall pay the County the sum of \$7,200* for 2017. The payment of \$7,200* shall be due on January 31st of each year that this Agreement remains in effect unless terminated or modified in accordance with Section 12 (below). **For the purposes of providing services for the remainder of 2017, this amount will be prorated for the time period starting on July 1, 2017 and ending on December 31st, 2017.* The monies associated with these services shall be disbursed in full to the Department of Planning & Zoning to provide the staffing and equipment needs necessary to fulfill this agreement.
10. Planning and Zoning permits and public hearing-related fees collected and retained by the County Plan Commission are outlined in the attached Exhibit A. Planning and Zoning permits and public hearing-related fees collected and retained by the Town are outlined in the attached Exhibit B. Planning and Zoning permits and public hearing-related fees retained by the County as outlined in this paragraph as well as in Paragraph 12 shall be considered compensation in addition to the compensation outlined in Paragraph 13 (above).

11. 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.

12. Beginning on January 2, 2018, this Agreement shall be renewed automatically on January 2nd of each calendar year, for the purposes of establishing budgets for the next fiscal year. This Agreement may be terminated by either party 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 Planning & Zoning Department.

13. 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.

14. 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 Board of County Commissioners, 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).

15. 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.

ALL OF WHICH IS AGREED this 10th day of July, 2017.

TOWN OF DILLSBORO:

[Signature]
Signature:

Doug Rump
Typed or printed name:

NOTARY CERTIFICATE

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared Doug Rump, and acknowledged the execution of the foregoing certificate as his/her voluntary act the 10th day of July, (year) 2017

[Signature]
Notary Public (signature)
My Commission Expires: 1-4-2025
Resident of Dearborn County, Indiana

JANICE SULLIVAN
(Name Typed or Printed)

ALL OF WHICH IS AGREED this 29th day of August, 2017.

DEARBORN COUNTY
PLAN COMMISSION:

Dennis A Braus Jr
Signature

Dennis A Braus Jr
Typed or printed name

NOTARY CERTIFICATE

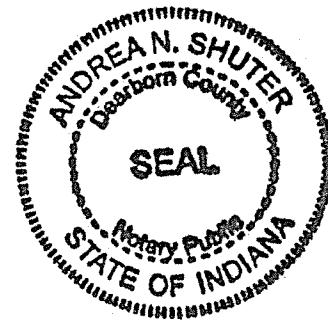
STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared Dennis A Braus Jr, and acknowledged the execution of the foregoing certificate as his/her voluntary act the 29 day of August, (year).

Andrea N. Shuter
Notary Public (signature)

Andrea N. Shuter
(Name Typed or Printed)

My Commission Expires: September 15, 2021
Resident of Dearborn County, Indiana



This Instrument was prepared by Andrew Baudendistel, Attorney.

ALL OF WHICH IS AGREED this 3rd day of October 2017.

DEARBORN COUNTY
BOARD OF COMMISSIONERS:

[Signature]
Signature

Shane McHenry
Typed or printed name

NOTARY CERTIFICATE

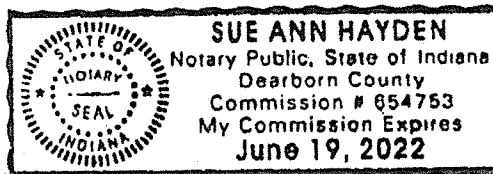
STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared Shane McHenry, and acknowledged the execution of the foregoing certificate as his/her voluntary act the 3rd day of October, (year) 2017

[Signature]
Notary Public (signature)

Sue Ann Hayden
(Name Typed or Printed)

My Commission Expires: June 19, 2022
Resident of Dearborn County, Indiana



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. Sharon Probst

This Instrument was prepared by Andrew Baudendistel, Attorney.

EXHIBIT A
PERMIT FEES TO BE RETAINED BY DEARBORN COUNTY

SURVEYS:

Certified Survey \$60.00 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 \$25.00 will be charged/required for each separate, updated submittal.
Major Revision \$25.00

TECHNICAL REVIEW COMMITTEE SUBMITTAL:

Flat Fee \$100.00
-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 \$100 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.
-\$100.00 fee will be charged to applicant before submitting for Plan Commission Hearing.

DEVELOPMENT REVIEW:

Major Site \$450.00 Flat Fee
Minor Site \$125.00 Flat Fee
Grading Plan Only \$20.00 per acre
Improvement Plan \$500.00 + \$5.00 per lot
Secondary Plat \$150.00 Flat Fee
-Hard Costs will be added for all Secondary Plats & Administrative Replats resulting in additional lots or other significant changes.

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 \$12.00
Inspection Fee \$100.00

EXHIBIT B
PERMIT FEES TO BE RETAINED BY TOWN OF DILLSBORO

LOCATION IMPROVEMENT PERMITS:

MAJOR	\$45.00, includes <i>attached</i> structures
MINOR	\$25.00
-Minor Improvements include, but are not limited to, additions, pole barns, garages, sheds, swimming pools, ponds, decks, carports, shelters, temporary structures, etc.	
Home Occupation	\$45.00

SIGN PERMITS:

Temporary Advertising Display	\$25.00+\$1.00 per sq ft
Permanent Advertising Display	\$40.00+\$1.00 per sq ft

REQUEST BEFORE BZA:

Variance	\$300.00
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 + \$10.00/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
Ordinance CD	\$20.00

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	\$6.00	\$12.00
Arch D	24" x 36" print	\$9.00	\$18.00
Arch E	36" x 48" print	\$12.00	\$24.00

This Instrument was prepared by Andrew Baudendistel, Attorney.

ORDINANCE NO. 2021-9-23, AMENDING ORDINANCE NO. 2015-2

AN ORDINANCE AMENDING ORDINANCE 2015-2 AMENDING RATES AND CHARGES FOR THE TOWN
DILLSBORO WATER UTILITY

WHEREAS, the Town of Dillsboro, Indiana, has the authority pursuant to Indiana Code to furnish water utility service to the public and to regulate the furnishing of such water utility service to the public and establish rates and charges for such service; and

WHEREAS, the Town of Dillsboro, Indiana, is the owner and operator of a water utility consisting of a distribution system capable of furnishing water service to said Town, its inhabitants and others in the surrounding areas; and

WHEREAS, the Town of Dillsboro is required by law to establish rates and charges in its utilities which are just and equitable but which also adequately defray the costs and expenses of the utilities.

WHEREAS, the Town of Dillsboro has experienced significant cost increase related to the production of water, and is also subject to heavy increases in the cost of material, equipment and supplies, which the current rates and charges do not adequately cover, and

WHEREAS, the Town of Dillsboro is in need of significant improvement to its water transmission system and is seeking financing for upgrades and improvements to its transmission system, and

WHEREAS, it is necessary for said Town of Dillsboro to establish new rates and charges for the provision and delivery of water services, the improvement and upkeep of its transmission system and to defray the cost of new and increased expenses

NOW, THEREFORE, BE IT ORDAINED by the Town Council for the Town of Dillsboro, Indiana, as follows:

Section 1: Connection of Water Service

- A. Application for water service shall be made to the Billing Clerk for the Dillsboro Utility Department, Town of Dillsboro, and shall be accompanied by the appropriate meter deposit as set forth herein.
- B. Meter Deposits
 1. Owners: Any individual, partnership, association, business, or corporation, or any other party which owns real property or improvements thereon in the Town of Dillsboro and desires service from the Town's water utility, hereinafter, "customer," "owner," or "depositor," shall make application and pay a meter deposit for water of Eighty-Five (\$85.00), a transfer fee for water of ten (\$10.00) dollars and a reconnect fee of twenty-five (\$25.00) dollars, to the Billing Clerk of the Dillsboro Utility Department prior to service being furnished.
 2. Renters: Any individual, partnership, association, business, or corporation, or any other party which rents real property or improvements thereon in the Town of Dillsboro and desires service from the Town's water utility, hereinafter, "customer," "owner," or

"depositor," shall make application and pay a meter deposit for water of One Hundred (\$100.00), a transfer fee ten (\$10.00) dollars, and a reconnect fee of twenty-five (\$25.00) dollars to the Billing Clerk of the Dillsboro Utility Department prior to service being furnished. Owners shall be required to sign an agreement stating they will assume responsibility of any unpaid bills, should the renters leave one.

3. Customers seeking service for commercial or business property from the Town's water utility shall make application and pay a meter deposit for water of One Hundred Fifty (\$150.00), a transfer fee for water of ten (\$10.00) dollars and a reconnect fee of twenty-five (\$25.00) dollars to the Billing Clerk of the Dillsboro Utility Department prior to service being furnished.
 4. All reconnections for water service made after the Town's normal business hours shall be subject to an additional \$100.00 fee over and above the reconnect charges outlined above, payable at the time of reconnection.
 5. Meter deposits shall be held by the Utility in the customer(s) name for the duration of their stay. Upon discontinuation of service, the Town shall apply all or any part of the customer's meter deposit to payment of any outstanding charges, including any delinquencies. With the renter's or purchaser's meter deposit being first applied to the payment of charges. The remaining balance of the meter deposit shall be refunded to the depositor. The depositor shall be responsible for providing the Town of Dillsboro with a proper forwarding address. Transfer of a meter deposit may be made only by a depositor properly completing transfer forms provided by the Billing Clerk of the Dillsboro Utility Department of the Town of Dillsboro, and may be made only if the old deposit is equal to the currently required deposit.
 6. The Town of Dillsboro shall have the right to request proof of the customer's interest in the property served by the water utility by presentation of a copy of deed, contract, lease, or agreement and to request that the meter deposit be made and held in the customer's name. In the event that the depositor dies or moves from the subject property, the Town shall have the right to request either a transfer of deposit or a new meter deposit from any customer who remains therein.
- C. All connections/taps to the utility's water mains shall be made by and under the direct supervision of the Town of Dillsboro or its designated personnel.

D. Connection/Tap Fees.

Connections/taps of service lines to the water utility's water mains requires payment of a connection/tap fee based on the size of the meter or the actual cost of making the connection/tap, whichever is greater, which connection/tap fees are as follows:

1. Standard Residential Meter Tap: $\frac{3}{4}$ x 5/8 tap-- One Thousand Three Hundred (\$1,300.00) up to 100' (feet).

2. Commercial or Residential Tap more than 100 feet: Deposit of One Thousand, Three Hundred (\$1,300.00) Dollars plus actual cost of installation, including labor as established by separate town ordinance, costs for equipment, costs, materials and supplies.
3. When a connection/tap is to be made pursuant to a new construction or remodeling, a copy of the building permit issued by the appropriate body shall be furnished to the Town of Dillsboro prior to the connection/tap being made. In addition, the owner of the affected real estate shall grant an easement in proper form to the Town of Dillsboro for said water service before connection/tap is made.
4. All water meters shall be installed outside the customer's premises in a location and manner as determined by the Town of Dillsboro or its designated personnel. Refusal to abide by this provision shall be grounds to deny water service to the customer. Commercial or business property customers may obtain a special exception from the Town of Dillsboro to place the meter inside the customer's premises, subject to the discretion of the Town. In such circumstances, the property owner shall maintain the service line on the utility's side of the meter from the utility's curb valve to the customer's premises.
5. The Town of Dillsboro shall have responsibility for maintaining service lines and equipment from the utility's distribution mains to and including the customer's meter, unless otherwise provided herein. The customer shall have the responsibility for maintaining all services and equipment from the meter to the customer's premises or at a location other than the property boundary, unless otherwise provided herein. In no event shall the Town personnel perform any work on water appurtenances located on the customer's side of the meter.
6. Materials and appurtenances such as valves, hydrants, and flushing valves for main extensions to residential areas, industries, commercial businesses or other development areas not previously served by the utility shall be at the expense of the owner, builder, or developer and shall be pursuant to the direction and control of the Town of Dillsboro. The Town of Dillsboro shall maintain the distribution mains for these projects. The size of the distribution main and the material from which the main is made shall be approved by the Town of Dillsboro prior to the installation, but in no event shall the distribution main be less than six (6) inches in diameter, unless other conditions on existing mains do not warrant this size of main.
7. The Town of Dillsboro or its designated personnel shall have the right to inspect at reasonable times all service lines, water appurtenances, meters, and valves on the customer's premises and shall have the right to enter any building or structure for that purpose.

8. Covering up, paving over, enclosing or in any way interfering with the damaging of a valve pit, service line, meter, or hydrant is strictly forbidden. In the event this provision is violated, the Town of Dillsboro may charge the violator with the costs of any corrective action, and in addition shall impose a fine of Five Hundred (\$500), which costs and fines must be collected by the Clerk-treasurer for the Town of Dillsboro, who is authorized to pursue legal remedies in a court of law.

SECTION 2: Rates and Charges for Services

- A. Effective November 1, 2021, each customer shall pay a minimum monthly charge in accordance with the size of the meter installed and for which said customer shall be entitled to a minimum quantity of water per month (2,500 gallons), as set forth below:

1. Minimum Monthly Charge

SIZE OF METER	MINIMUM MONTHLY CHARGE
5/8 x 3/4 meter	\$31.09
1 inch meter	\$55.24
1 1/2 inch meter	\$83.88
2-inch meter	\$141.76
3-inch meter	\$369.43
4-inch meter	\$715.46

2. Monthly Rate Per 1,000 Gallons.

Usage of water in excess of the minimum gallons allowed will result in the following rates and charges for the quantity of water supplied during each monthly billing period:

<u>MONTHLY METERED CONSUMPTION</u>	<u>MONTHLY RATE PER 1000 GALLONS</u>
First 5,000 gallons	\$12.43
Next 10,000 gallons	\$11.59
Next 20,000 gallons	\$10.73
Next 40,000 gallons	\$9.86
Next 75,000 gallons	\$9.00
Over 150,000 gallons	\$8.39

B. FIRE PROTECTION

CHARGE PER ANNUM

Hydrant Rental \$217.62
Sprinkler Rental \$217.62

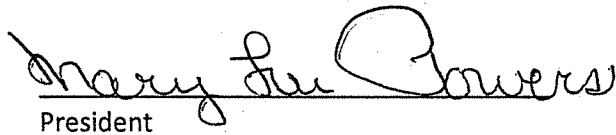
C. **BULK SALE**

Bulk sale customers shall pay for usage of water at the following rate: \$4.16 per 1,000 gallons of water used.


SECTION 3: Effective Date/Effect on other Ordinances

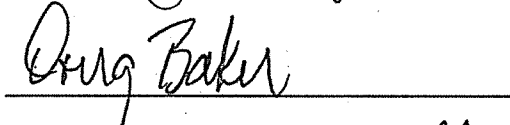
- A. This Ordinance shall be in full force and effect as of the date of passage
- B. This ordinance repeals all sections of Ordinance No. 2015-2, and any other ordinance with which it conflicts.
- C. All provisions of Ordinance No. 2015-2, or other Dillsboro Ordinances, which do not conflict with the provisions of this Ordinance shall remain in full force and effect.

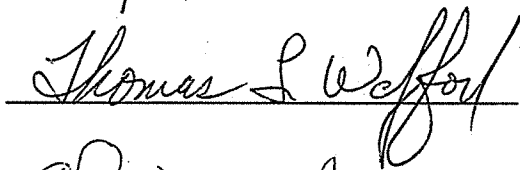
PASSED AND ADOPTED BY THE TOWN BOARD OF THE TOWN OF DILLSBORO ON THE 25th DAY OF October, 2021.

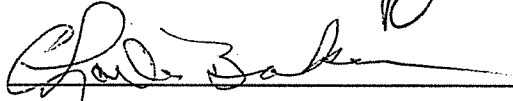


President

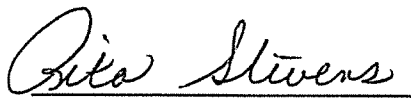








ATTEST:



Clerk-Treasurer

CERTIFICATION

I, Rita Stevens, the Clerk-Treasurer of the Town of Dillsboro, Indiana, do hereby certify that the attached Ordinance No. 2021-9-23 of the Town Council of the Town of Dillsboro, Indiana, is a true and

correct copy of the Ordinance as approved as adopted by the Town Council of the Town of Dillsboro, Indiana and is in the form currently in effect and maintained in my custody.

By: *Rico Stevens*
Clerk-Treasurer