



**Town Council Agenda  
November 4, 2020 @ 7:00 PM**

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes (x2)**
- IV. Public Comment – 3 minutes/person**
- V. Public Meeting**
  - A. Selection of a Public Works Superintendent – Town Manager
  - B. Capital Expenditure Request – Wastewater Department
  - C. Schedule a Work Study to discuss contracts for The Downtown Danville Partnership and the Greater Danville Chamber of Commerce – Town Manager
  
- VI. Staff and Council Comments \*\*May include any committees or boards that you have been assigned to sit on as a member of the Council\*\***
- VII. Claim Docket**
- VIII. Adjournment**

**NOTICE:** The public meetings of the Danville Town Council conducted within these chambers shall be video recorded. Said recording will be part of the public records of the Town of Danville and shall be published upon the Town of Danville's website for public access. All individuals attending public meetings hereby given to the Town of Danville, their permission for said publication, which may contain their image or statements.

Online Town Council Packet: [https://www.danvilleindiana.org/egov/documents/1555032505\\_34549.pdf](https://www.danvilleindiana.org/egov/documents/1555032505_34549.pdf)

## TOPIC SUMMARY

- A. **Selection of a Public Works Superintendent** – Town Manager will present Candidate for Superintendent of Public Works. *Will require a Vote for Approval*
- B. **Capital Expenditure Request** – Wastewater Department will present a request to purchase new Capacitor, new Power Analyzer and new Surge Protector. This is a replacement request. *Will require a Vote for Approval.*
- C. **Schedule a Work Study to discuss contracts for The Downtown Danville Partnership and the Greater Danville Chamber of Commerce** – Town Manager is seeking a date to discuss contributions for contractual agreements with the two organizations. Also, any other items the Council may wish to discuss.

-**Bold Agenda Item**

-*Italicized items are for action needed*

REQUESTING DEPARTMENT: Wastewater

**FUNCTION OR NEED OF REQUESTED PURCHASE:**  
 High Voltage 480v, Power Switch Gear. REMOVE EXISTING POWER FACTOR CAPACITOR, POWER ANALYZER, SURGE PROTECTOR - INSTALL NEW CAPACITOR, NEW POWER ANALYZER, NEW SURGE PROTECTOR. Function: power the wastewater system in the event of a power outage or power surge. Need: operates on a continuous basis annually. **This is a replacement purchase due to damage from numerous power outages.**

**FINANCIAL ANALYSIS:**

COST PER ITEM	\$ 13,240.00
# OF ITEMS REQUESTED	1
TOTAL AMOUNT REQUESTED	\$ 13,240.00

PURPOSE OF REQUEST  / Replacement

**REVENUE IMPACTS:**

IS THIS A REVENUE PRODUCING ITEM?  Yes / No

IF YES, AVERAGE EXPECTED ANNUAL CHANGE  N/A

**COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):**  
 None

**OTHER CONSIDERATIONS:**

IS RENOVATION REQUIRED  Yes / No  
 IS ADDITIONAL SPACE NEEDED  / No  
 EXPECTED LIFE  20 YEARS  
 Replacement of OLD

**FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:**

	AMOUNT
HOST (709)	<input type="text"/>
RAINY DAY (510)	<input type="text"/>
EDIT (102)	<input type="text"/>
GENERAL ( )	<input type="text"/>
OTHER (621-500-807)	\$ 13,240.00

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST:  Yes /

**IMPORTANT:**  
 All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review  
 Comments:

*James R. Parry*  
*Mark R. Morgan*

COUNCIL NOTES:

REQUESTED BY: *Sean Crisp*

DATE 10/27/2020



Date: 10/19/2020  
Expires: 11/18/2020

Powered by Service, Quality and Value

1521 EAST WASHINGTON STREET, INDIANAPOLIS, IN 46201  
(317) 639-4261 / FAX (317) 639-4342  
http://www.hornerindustrial.com

Contact: JEFF WILSON  
Phone: 317-957-4211  
Fax: 317-639-4342

JEFF.WILSON@HORNERINDUSTRIAL.COM

Quote Number: 133802

Please Reference Quote Number At Time of Order

**Sales Quotation**

<p><b>Quote To:</b> 3222</p> <p>TOWN OF DANVILLE 49 NORTH WAYNE STREET DANVILLE IN 46122 USA</p> <p>Phone: 317-745-4180 JPEARCY@DANVILLEINDIANA.ORG</p>	<p><b>Ship To:</b> TOWN</p> <p>TOWN OF DANVILLE 1000 E BROADWAY DANVILLE, IN 46122 USA</p>
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Cust P.O. #	Reference	Terms	Ship Via
		Net 30 Days	HORNER TRUCK

ATTN: JERRY CRISP / TONY KIRKPATRICK

REFERENCE: SWITCH GEAR / EATON BREAKER

LEAD TIME: 5-7 WORKING DAYS FOR PARTS / ONE DAY FOR INSTALLATION

**Nameplate Data:**

Serial 71858

Description - TROUBLESHOOT SWITCH GEAR, EATON ANALYZER & BREAKER  
SCHEDULED 10/19/2020 ( COMPLETE )

- SCOPE FOR REPAIRS: TRAVEL TO SITE - LOCK OUT EQUIPMENT - REMOVE  
EXISTING POWER FACTOR CAPACITOR, POWER ANALYZER, SURGE  
PROTECTOR - INSTALL NEW CAPACITOR, ANALYZER, SURGER PROTECTOR -  
REMOVE LOCK OUT - RETURN TO HORNER

PARTS - \$11,960.00  
LABOR - \$1,280.00  
TOTAL - \$13,240.00

**Work Scope:**

TRAVEL TO/FROM JOB SITE  
ELECTRICAL TROUBLESHOOTING  
MECHANICAL TROUBLESHOOTING  
HYDRAULIC TROUBLESHOOTING  
GENERATOR TROUBLESHOOTING  
CRANE TROUBLESHOOTING  
PROVIDE TECHNICAL REPORT

Repair Price: \$13,240.00

Total Quote Price: \$13,240.00

- \* Price does not include any applicable state and local sales taxes.
- \* Any work performed and not included in the work scope listed above shall be considered a contract extra.
- \* At your request, we can perform any extra work on a Time and Material basis, or can provide fixed pricing options.



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### Conditions of Sale

**PRICES** This quotation is subject to change without notice unless otherwise stated on the face hereof. It is void unless accepted within fifteen (15) days from date unless otherwise stated on the face, and supersedes all previous quotations relating to the same subject matter.

**TERMS** Unless otherwise stated in this quotation our terms of sale are net 30 days from date of Seller's invoice except that if, in the judgment of the Seller, the financial condition of the Purchaser at any time does not justify continuance of service and repair activity or shipment of apparatus on the terms of payment specified, the Seller may require full or partial payment in advance with any balance due, payable at time of shipment.

**TAXES** The Seller's quoted prices do not include taxes such as excise, sales, use or similar taxes levied by Federal, State, Municipal governments, etc. Such taxes will be invoiced where applicable, as separate items and paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Seller with tax-exemption certificates acceptable to the taxing authorities.

**DELIVERY** All shipments are F.O.B. point of shipment unless otherwise stated in this quotation. All delivery dates or promises of shipment provided in this quotation are estimates by the Seller and must be accepted by the Purchaser subject to delays due to causes beyond the reasonable control of the Seller and/or Seller's Vendors including, but not limited to, acts of Purchaser, acts of civil or military authority, government priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, transportation shortages or other delays by common carriers beyond Seller's reasonable control, and delays due to inability to obtain necessary labor, materials or manufacturing facilities. Under all causes of delayed delivery Seller agrees to make every reasonable effort to minimize such delayed delivery.

**WARRANTY** This quotation may cover goods manufactured or supplied by others and distributed by Seller. All goods manufactured or supplied by others and distributed by Seller carry the benefit of any warranty expressly extended by such manufacturer or supplier to Purchaser. However, Seller makes no warranty of any kind with respect to such goods, either expressed or implied, including any IMPLIED WARRANTY OF MERCHANTABILITY and any IMPLIED WARRANTY OF FITNESS.

Any goods which have been manufactured, repaired or rebuilt by Seller are warranted for a period of 12 months from date of shipment to be free from defective material or workmanship having been supplied or performed by Seller, provided such goods have been operated under proper load, usage, conditions, and competent supervision. Work performed by Horner's Thermal Spray and Industrial Coatings Division is also warranted to be free from defective material and workmanship, but due to the variability of environments these products are subjected to, the warranty period must be agreed to in writing by the Buyer and Seller at the time of Sale. Any material or workmanship which Seller's examination shall disclose to have been defective will be repaired or replaced (at Seller's option) F.O.B. Seller's plant. Correction of defects by repair or replacement by Seller shall be Purchaser's sole and exclusive remedy at law or in equity. In no event shall Seller be liable to Purchaser for special, incidental or consequential damages.

**TITLE** The title and right of possession of the apparatus and/or parts sold to the Purchaser shall remain with the Seller as personal property until all payments (including deferred payments evidenced by notes or otherwise) shall have been made in full in cash and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller.

**SCRAP** All scrap resulting from the work shall be the property of Seller.

**CANCELLATIONS** An order to the Seller to supply the Purchaser the apparatus and/or parts or services quoted hereon may be cancelled by the Purchaser only upon written notice and upon payment to the Seller of any and all cancellation charges found necessary to reimburse the Seller or the Seller's Vendor for all work performed and materials accumulated at the date of such cancellation.

**RESPONSIBILITY FOR HYDRAULIC LEAKS** Horner Industrial is not responsible for any costs related to present or future hydraulic leaks including but not limited to labor or material costs for clean up, replacement fluids or production losses.