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CH22 - 2013 Ordinances

CH22 22 .1 - Establishment of Department of Parks and Recreation

An Ordinance Establishing a Department of Parks and Recreation and Repeal of All Ordinances in Conflict Therewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF LAPEL, INDIANA.

Section 1

Under the provisions of Indiana Code [36-10-3](#) there is hereby created a municipal Department of Parks and Recreation.

Section 2

The Parks and Recreation Board shall be composed of.

- Four members appointed by the common council on the basis of their interest in and knowledge of parks and recreation.
- No more than two members shall be of the same political party.
- An additional member shall include one ex officio member who is appointed by the Board of the Frankton-Lapel Community Schools. The Board of the Frankton-Lapel Community Schools shall fill any vacancies of their ex officio member. Ex officio board members have all the rights of regular members, including, but not limited to, the right to vote.

Section 3

Upon establishment of the board, the terms initially appointed shall be:

1. One member for a term of one year.

2. One member for a term of two years.
3. One member for a term of three years.
4. One member for a term of four years.

As a term expires, each new appointment shall be made by the executive for a term of four years. All terms expire on the first Monday in January, but a member shall continue in office until his successor is appointed. If an appointment for a new term is not made by the executive by the first Monday in April, the incumbent shall serve another term. If a vacancy occurs, the executive shall appoint a new member for the remainder of the unexpired term.

Section 4

At its first regular meeting in each year, the Board shall elect a president and vice-president. The vice-president shall have authority to act as the president of the Board during the absence or disability of the president. The Board may select a secretary from within or without its own membership.

Section 5

The Board shall have the power to perform all acts necessary to acquire and develop sites and facilities and to conduct such programs as are generally understood to be park and recreation functions. In addition, the Board shall have all the powers listed in Indiana Code [36-10-3](#) et seq.

Section 6

The Board shall prepare and submit an annual budget in the same manner as other departments of town government as prescribed by the State Board of Accounts. The Board may accept gifts, donations, and subsidies for park and recreation purposes.

Section 7

All other ordinances, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 8

This ordinance shall be in full force and effect from and after its passage, and approval, according to the laws of the State of Indiana.

Passed by the Common Council of Lapel, Indiana this 21st day of February 2013.

Further Information

1-2013

Date Passed: 2/21/2013

CH22 22 .2 - ADA Amendment

WHEREAS, in accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Lapel will not discriminate against qualified individuals with disabilities on the basis of disability in its access to services, programs, or activities; and

WHEREAS, the Town of Lapel Council has determined that it is in the best interests of the citizens of Town of Lapel, and those persons seeking to participate in the Town of Lapel programs, services, and activities, to adopt such requirements; and

NOW, THEREFORE, BE IT ORDAINED BY THE Town of Lapel COUNCIL, OF Town of Lapel, MADISON COUNTY, INDIANA, a new section be added to the Ordinances of the Town of Lapel as follows:

Employment

Town of Lapel does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations as outlined by the US Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication

Town of Lapel will upon request, provide appropriate aids and services leading to effective participation for people with disabilities to participate equally in Town of Lapel programs, services, and activities. Anyone who requires an auxiliary aid or service for effective participation or modification of policies or procedures to participate in a service, program, or activity, should contact the office of the ADA Coordinator as soon as possible, but no later than forty-eight (48) hours before the scheduled event.

Modification to Policies and Procedures

The Town of Lapel will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. The ADA does not require the Town of Lapel to take any action that would fundamentally alter the nature of its services or programs or impose an undue financial or administrative burden to the Town of Lapel, Grievances regarding a service, program, or activity of the Town of Lapel that is not accessible to persons with disabilities should be directed to the ADA Coordinator and use the appropriate grievance procedure form.

Town of Lapel will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications to policy, such as retrieving items from locations that are open to the public, but are not accessible to persons who use wheelchairs.

Procedures

Town of Lapel has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act ("ADA"). Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in programs, services, or activities sponsored by a public entity".

Step One: File the Grievance

Complete the Town of Lapel Grievance Form. Grievance Form can be found on the Town of Lapel, Indiana, website (www.lapelindiana.org) or in the ADA Coordinator's office. A grievance may be communicated in writing, by e-mail, by fax or by telephone, but must follow the format of the Town of Lapel Grievance Form.

A grievance concerning the accessibility of Town of Lapel services, programs or activities should be addressed to: ADA Coordinator

Step Two: Acknowledgement

A grievance should be filed within 90 days after the grievant party becomes aware of the alleged violation. The ADA Coordinator will send an acknowledgement of receipt of the grievance within 12 working days.

Step Three: Informal Resolution

Following the filing of a grievance, the ADA Coordinator shall determine whether, and to what extent, an investigation of the grievance is warranted. Any resulting investigation shall be conducted by the ADA Coordinator or his/her designee. A thorough investigation affords all interested persons and their representatives an opportunity to submit evidence relevant to a grievance. The ADA Coordinator will complete the investigation within 60 calendar days of receipt of the grievance. If appropriate, the ADA Coordinator will arrange to meet with the grievant to discuss the matter and attempt to reach an informal resolution of the grievance. Any informal resolution of the grievance shall be documented in the ADA Coordinator file and the case will be closed.

Step Four: Written determination

If an informal resolution of the grievance is not reached in Step 3, within 60 calendar days of receipt of the grievance, a written determination as to the validity of the complaint, and description of the resolution, if appropriate, shall be forwarded by the ADA Coordinator to the Executive Officer for approval.

Step Five: Final determination and resolution

The ADA Coordinator shall communicate the determination and resolution to the grievant within 90 calendar days of receipt of the grievance, unless the Executive Officer authorizes additional time for further consideration of the grievance. Any authorized extension of time will be communicated to the grievant. Any request for reconsideration of the response to the grievance shall be at the discretion of the Executive Officer.

If the grievant is not satisfied with Town of Lapel handling of the grievance at any stage of the process, or does not wish to file a grievance through Town of Lapel ADA Title II Grievance Procedure, the grievant may file a complaint directly with the U.S. Department of Justice or other appropriate state or federal agency. Use of Town of Lapel grievance procedure is not a prerequisite to the pursuit of other remedies.

The resolution of any specific grievance will require consideration of varying circumstances, such as the specific nature of the disability; the nature of the access to services, programs, or facilities at issue, the essential eligibility requirements for participation; the health and safety of others; and the degree to which an accommodation would constitute a fundamental alteration to the service, program or facility, or cause an undue hardship to Town of Lapel. Accordingly, the resolution by Town of Lapel of any one grievance does not constitute a precedent upon which Town of Lapel is bound or upon which other complaining parties may rely.

File Maintenance

Town of Lapel ADA Coordinator shall maintain ADA Grievance files for three years.

Further Information

2-2013

Date Passed: 2/21/2013

CH22 22 .3 - Change Provider Unit of Lapel Stony Creek Fire Protection Territory

ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF LAPEL. MADISON COUNTY, INDIANA TO CHANGE PROVIDER UNIT OF LAPEL STONY CREEK FIRE PROTECTION TERRITORY

WHEREAS, the Common Council of the Town of Lapel, Madison County, Indiana (the "Council") met at a duly called an authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting received by all the Council Members, and the following actions were taken, seconded, and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council;

WHEREAS, Stony Creek Township, Madison County, Indiana (the "Township") and the Town of Lapel, Indiana (the "Town") entered into an Interlocal Cooperation Agreement dated March 22nd, 2010 (the "Agreement") which formed the Lapel Stony Creek Township Fire Protection Territory (the "Territory");

WHEREAS, the Agreement set forth the Town and Township would be the participating units in the Territory and the Town would be the provider unit for the Territory.

WHEREAS, Indiana Code [36-8-19-6.5](#) allows for the participating units of a fire territory to change the provider unit; and

WHEREAS, the Town and Township desire to change the provider unit of the Territory from the Town to the Township effective January 1st, 2014.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council that:

1. The provider unit of the Territory shall be changed from the Town to the Township effective January 1st, 2014, as the same is provided for in Indiana Code [36-8-19-6.5](#).
2. The Town and Township agree that to facilitate the change of provider unit as set forth above, references in the Agreement to provider unit shall now be understood to reference the Township, and all such terms or conditions of the Agreement necessary to effectuate the change shall be interpreted as such.
3. Specifically, the Town and the Township shall annually levy its allowable fire property tax levy and pay over to the provider unit all distributions of that tax along with all other tax revenue associated with the property tax including financial institutions/bank personal property tax, vehicle excise tax, and commercial vehicle excise tax as shown on County Form #22.
4. In addition, all participating units within the Territory shall pay over the Territory Provider Unit 50% of its Public Safety (COIT/LOIT) shares based on the property taxes levied by the participating unit for the benefit of the Territory versus the total property taxes levied by the participating unit. This provision specifically supersedes any provision to the contrary in the Interlocal Agreement executed by the Town and Township on March 22nd, 2010.
5. The Township shall take any and all steps necessary to serve in the role as the provider unit which shall include but not be limited to creating a fire protection territory fund for the same purpose as that set forth in the Agreement.
6. All other terms of the Agreement not in conflict with the change in provider unit remain.
7. Pursuant to Indiana Code [36-4-4-7-13](#) the Town Council of Lapel suspends the requirements of three readings of this Ordinance, this Ordinance being subject to a vote on its passage the same day which it is introduced.

Passed by the Common Council of the Town of Lapel, Indiana this 7th day of March, 2013 by a vote of 5 ayes and 0 nays.

Further Information

3-2013

Date Passed: 3/7/2013

CH22 22 .4 - Annexation of Various Property

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS LAPEL, INDIANA

WHEREAS, Indiana Code [36-4-3-5.1](#) authorizes the legislative body of a municipality to annex territory that is contiguous to a municipality; and

WHEREAS, the territory sought to be annexed shall be zoned for agricultural use and can be used for such purpose in the reasonably near future; and

WHEREAS, the Town Board of the Town of Lapel has conducted a public hearing on the annexation of this real estate.

NOW, THEREFORE, BE IT ORDAINED, by the Town Board of the Town of Lapel, as follows:

Section I

That the following described real estate located in Madison County, Indiana be annexed to and declared a part of the Town of Lapel, Indiana, to-wit:

A parcel of ground being a part of the Southwest and Southeast Quarters of Section 34, and the Southwest and Southeast Quarters of Section 35, Township 19 North, Range 6 East of the Second Principal Meridian and a part of the Northwest and Southwest Quarters of Section 2, Township 18 North, Range 6 East of the Second Principal Meridian, Stony Creek Township, Madison County, Indiana, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of said Section 34, said corner being the Southeast corner of a parcel of ground conveyed to Glenn Boone Farms, Inc. in Deed Record 560, Page 238, said corner also being the Southeast corner of said Deed Record 560, Page 238 as Annexed into the Town of Lapel per Ordinance No. 3, 2008 as recorded in Instrument #20008007351 in the Office of the Recorder of Madison County, Indiana; thence South 89 degrees 13 minutes 29 seconds West along the North line of said Southwest Quarter, also being the South line of said parcel annexed into the Town of Lapel, a distance of 200.00 feet; thence South 00 degrees 46 minutes 31 seconds East, a distance of 200.00 feet; thence North 89 degrees 13 minutes 29 seconds East, a distance of 1926.10 feet; thence South 00 degrees 49 minutes 53 seconds East, a distance of 180.96 feet; thence South 89 degrees 37 minutes 37 seconds East, a distance of 180.96 feet; thence South 89 degrees 37 minutes 37 seconds East, a distance of 374.23 feet; thence South 88 degrees 21 minutes 42 seconds East, a distance of 548.76 feet; thence South 52 degrees 22 minutes 41 seconds East, a distance of 1675.02 feet to a point on the West line of the East Half of the Southwest Quarter of Section 35, said point also being on the West line of a parcel of ground conveyed to Larry C. Hall and Barbara L. Hall in Instrument Number

506485; thence South 00 degrees 06 minutes 42 seconds West along said West line of said East Half of said Southwest Quarter and the Southerly prolongation of said West line of said East Half of said Southwest Quarter, a distance of 1,245.61 feet to a point 30.00 feet south of the North line of the Northwest Quarter of Section 2; thence North 89 degrees 34 minutes 35 seconds East, a distance of 1269.96 feet; thence South 00 degrees 08 minutes 15 seconds East, a distance of 2455.05 feet; thence South 00 degrees 18 minutes 11 seconds East, a distance of 2695.67 feet to a point on the South line of the Southwest Quarter of said Section 2; thence North 89 degrees 43 minutes 21 seconds East along said South line of said Southwest Quarter, a distance of 200.00 feet to the Southeast corner of said Southwest Quarter of said Section 2, said point also being the Northwest corner of the Northeast Quarter of Section 11, Township 18 North, Range 6 East, said point also being a corner of that part annexed into the Town of Pendleton per Ordinance No. 2006-01, as recorded in Instrument Number 2006022755; thence North 00 degrees 18 minutes 11 seconds West along the Southwest Quarter of said Section 2, a distance of 2695.47 feet to the Northeast corner of said Southwest Quarter of said Section 2; thence North 00 degrees 08 minutes 15 seconds West along the East line and Northerly prolongation of said East line of the Northwest Quarter of said Section 2, a distance of 2655.77 feet; thence South 89 degrees 34 minutes 35 seconds West, a distance of 1269.08 feet; thence North 00 degrees 06 minutes 42 seconds East a distance of 1142.34 feet to a point 40.00 feet Northerly of the center line of Old State Road No. 132, as measured perpendicular; thence North 52 degrees 22 minutes 41 seconds West parallel with said center line of said Old State Road No. 132, a distance of 1924.15 feet to a point on the West line of the Southwest Quarter of said Section 35; thence South 00 degrees 19 minutes 01 seconds West along said West line of said Southwest Quarter of said Section 2, a distance of 50.29 feet to a point where said West line of said Southwest Quarter intersects said center line of said Old State Road No. 132; thence North 88 degrees 21 minutes 42 seconds West, a distance of 547.84 feet to a point marking the Southeast corner of a parcel of ground conveyed to Melvin E. and Connie L. Riffey in Instrument Number 9302383; thence North 89 degrees 37 minutes 37 seconds West along the North line of said Instrument Number 9302383, a distance of 180.60 feet to the Southwest corner of said Instrument Number 9302383; thence North 00 degrees 49 minutes 53 seconds West along the West line of said Instrument Number 9302383, a distance of 184.92 feet to a point on the North line of the Southeast Quarter of Section 34; thence South 89 degrees 13 minutes 29 seconds West along said North line of said Southeast Quarter of said Section 34, a distance of 1925.090 feet to the POINT OF BEGINNING.

Contains 13.937 Acres, more or less in Section 34, Township 19 North, Range 6 East, 19.016 Acres, more or less in Section 35, Township 18 North, Range 6 East, 24.662 Acres, more or less in Section 2, Township 18 North, Range 6 East, for a Total 57.615 Acres, more or less.

Section II

The Clerk-Treasurer of the Town of Lapel, Indiana, shall certify copies of this Ordinance to the Auditor of Madison County, the Circuit Court Clerk of Madison County, the Indiana Secretary of State and record said Ordinance in the Recorder of Madison County, Indiana, thirty (30) days after publication of this Ordinance as by law provided.

Section III

The Town Board finds that the Town has developed a fiscal plan and has established a definite policy to furnish the territory to be annexed within a period of three (3) years governmental and proprietary services furnished by the Town to other areas of the Town which have characteristics of topography, patterns of land utilization and population density similar to the annexed area.

Section IV

That the territory described in this Ordinance does not need to be assigned to a Council District since all positions are at large.

Section V

This ordinance shall be in full force and effect from and after its passage by the Town Board, and publication as by law provided.

Passed and Adopted by the Town Board of the Town of Lapel, this 16th day of May 2013.

Further Information

4-2013

Indiana Code [05/16/2013](#)

CH22 22 .5 - Construction of a Fire Station by the Township

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAPEL, MADISON COUNTY, INDIANA, MAKING CERTAIN AGREEMENTS WITH STONY CREEK TOWNSHIP, MADISON COUNTY, INDIANA, IN ORDER TO FACILITATE THE CONSTRUCTION OF A FIRE STATION BY THE TOWNSHIP.

WHEREAS, the Town Council (the "Council") of the Town of Lapel, Madison County, Indiana (the "Town"), met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place, and purpose of the meeting received by all the members of the Council, and the following actions were taken, seconded and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council; and

WHEREAS, Stony Creek Township, Madison County, Indiana (the "Township"), and the Town have, prior to this date, formed the Lapel Stony Creek Township Fire Protection Territory (the "Territory") pursuant to Indiana Code [36-8-19](#), as amended (the "Fire Protection Territory Act"); and

WHEREAS, the Township is the provider unit of the Territory, and the Town is the only other participating unit of the Territory; and

WHEREAS, the Township is considering the financing of the construction of a new fire station (the "Project") so that it can carry out its responsibilities as the provider unit under the Fire Protection Territory Act to provide

the fire protection services within the Territory; and

WHEREAS, an appropriate site on which the Project could be constructed, consists of real property currently owned by the Town, the area of which is slightly less than five acres, and which is commonly referred to as the "Girls' Softball Field".

EXHIBIT A

That portion of the real estate upon which the Project shall be located and part of the real estate in the Town of Lapel, Indiana, with the preliminary legal description set forth below and which will be more particularly described in the legal description to be prepared and provided to the Town and the Township prior to the convenience of the Fire Station Site and may replace or modify the legal description below at such time.

LEGAL DESCRIPTION

Commencing at the Northwest Corner of Section 27, Township 19 North, Range 6 East, said point being a 3/4" square bolt, thence North 90 Degrees 00 Minutes 00 Seconds East (Assumed Bearing) 769.63 feet along the North Line of said Section to the centerline of Stony Creek to the Point of Beginning and to a PK Nail Set; thence continuing North 90 Degrees 00 Minutes 00 Seconds East 565.22 feet along said North Line to a PK Nail Set; thence South 00 Degrees 37 Minutes 56 Seconds West 330.02 feet and parallel to the West Line of said Section to a capped rebar set; thence South 90 Degrees 00 Minutes 00 Seconds West 506.72 feet and parallel to said North Line to a capped rebar set; thence continuing South 90 Degrees 00 minutes 00 seconds West 25.00 feet to the centerline of Stony Creek; thence along the centerline meanderings of Stony Creek 428.86 feet to the said North Line to the Point of Beginning and containing 4.7135 Acres more or less.

WHEREAS, the amount of funds that can be raised by means of the Fire Protection Territory Act is insufficient to finance the cost of the Project, which is estimated to be approximately \$1,150,000; and

WHEREAS, in order to finance the cost of the Project, it has been proposed that the Project would be financed by means of:

1. the Township approving the establishment of a building corporation, as an Indiana nonprofit corporation (the "Building Corporation"), which would issue first mortgage bonds (the "Bonds"), the proceeds of which would be used to acquire the Fire Station Site from the Town and pay the costs of construction of the Project and the issuance costs of the Bonds;
2. the Building Corporation leasing the Fire Station Site and the Project to the Township pursuant to a Lease (the "Lease"), between the Building Corporation, as lessor, and the Township, as lessee; and
3. the Township making rental payments under the Lease, which would be sufficient to pay debt service on the Bonds, when due, and which would be payable from ad valorem property taxes levied at a uniform rate in the entirety of the township, including the Town; all of which would be completed pursuant to and in accordance with Indiana Code [36-1-10](#), as amended (the "Building Corporation Act"); and

WHEREAS, under the Building Corporation Act, the Building Corporation would be required to hold the Fire Station Site in fee simple, and if the Township were the owner of the Fire Station Site, the Township would be required to sell the Fire Station Site to the Building Corporation for not less than the appraised value, as determined by two appraisers appointed by the Township, all in accordance with the Building Corporation Act (the "Appraised Value"); and

WHEREAS, pursuant to Indiana Code [36-1-11-8](#), governmental entities, such as the Town and the Township, may transfer or exchange fixtures and real property, such as the Fire Station Site, upon terms and conditions agreed upon by the governmental entities as evidenced by the adoption of substantially identical resolutions or ordinances by each entity; and

WHEREAS, in order to facilitate the issuance of the Bonds and the financing of the Project, it has been proposed that the Township acquire the Fire Station Site from the Town at the Appraised Value, at the time determined necessary or appropriate by the Township; and

WHEREAS, in order to facilitate the efficient provision of effective fire protection services within the Territory, the Town recognizes that:

1. the proceedings proposed herein carry out that purpose; and
2. the Township in reliance on the adoption of this Ordinance by the Town, will incur substantial costs in connection with the proceedings for the execution and delivery of the Lease and the issuance of the Bonds by the Building Corporation; and

WHEREAS, in order that the interest on the Bonds be excludable from the gross income of the holders thereof for federal income tax purposes, thereby enabling the Bonds to bear lower interest rates, it is necessary that, upon the defeasance, redemption or payment of the Bonds and the expiration of the Lease, the Building Corporation convey the entirety of the Fire Station Site and the Project to the Township and not the Town, in fee simple.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LAPEL, INDIANA, ORDAINS THE FOLLOWING:

Section 1 - Findings of the Town

The Town hereby finds and determines that:

- a. it is necessary or appropriate for the Township to finance the construction of the project, so that it can carry out its duties as the provider unit under the Fire Protection Territory act to provide the protection services within the Territory;
- b. the Fire Station Site is an appropriate site on which the Project could be constructed;
- c. the amount of funds that can be raised by means of the Fire Protection Territory Act is insufficient to finance the cost of the Project, which is estimated to be approximately \$1,150,000;

- d. it is necessary or appropriate for the Township to finance the cost of the construction of the Project by means if the issuance of the Bonds and the execution and delivery of the Lease pursuant to the Building Corporation Act, as described in the preamble hereto;
- e. it is necessary and appropriate for the Township to make rental payments under the Lease, which would be sufficient to pay debt service on the Bonds, when due, and which would be payable from ad valorem property taxes levied at a uniform rate in the entirety of the Township, including the Town;
- f. in order to facilitate the issuance of the Bonds and the financing of the Project, it is necessary or appropriate for the Township to acquire the Fire Station Site from the Town at the Appraised Value, at the time determined necessary or appropriate by the Township; and
- g. the Township, in reliance on the adoption of this Ordinance by the Council, will incur substantial costs in connection with the proceedings for the execution and delivery for our Lease and the issuance of the Bonds by the Building Corporation.

Section 2 - Agreements of the Town

The town hereby agrees that:

- a. for the purpose of the Township making rental payments under the Lease, which would be sufficient to pay debt service on the Bonds, when due, such payments will be payable from ad valorem property taxes levied at a uniform rate in the entirety of the Township, including the Town;
- b. the Town will sell the Fire Station Site to the Township at the Appraised Value, at the time determined necessary or appropriate by the Township; and
- c. in order that the interest on the Bonds be excludable from the gross income of the holders thereof for federal income tax purposes, upon the defeasance, redemption or payment of the Bonds and the expiration of the Lease, the Building Corporation will convey the entirety of the Fire Station Site and the Project to the Township and not the Town, in fee simple.

Section 3- No Conflict

All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. After the adoptions of the resolution that is nearly identical to this Ordinance by the Township Board of the Township, this Ordinance shall not be repealed or annexed in any respect which will adversely affect the rights of the Township under this Ordinance, nor shall the Town adopt any law, ordinance or resolution which in any way adversely affects the rights of the Township under this Ordinance.

Section 4 - Severability

If any section, subsection or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subsection or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5 - Authority to Effectuate this Ordinance

The Council and the Clerk-Treasurer of the Town are hereby authorized and directed to take any and all other actions on behalf of the Town as many be necessary, appropriate or desirable to carry out the purposes of this Ordinance.

Passed by the Town Council of the Town of Lapel, Indiana, this 18th day July, 2013 by a vote of 5 ayes and 0 nays.

Further Information

5-2013

Date Passed: 7/18/2013

CH22 22 .6 - Salary Ordinance for 2014

Be it ordained by the Town of Lapel, Madison County, Indiana: Section #1 the salaries of the town officials, police officers, utility/park employees, and all others employed by the Town of Lapel, IN, effective for all pays after January 1st, 2014 and ending December 31st, 2014 shall be as follows, to-wit:

- Clerk/Treasurer
 - General Fund \$7,900
 - Gas Company \$5,526
 - Water Company \$5,527
 - Sewer Company \$5,527
 - Total \$24,480
- Town Council Members
 - General Fund \$500
 - Gas Company \$1,100
 - Water Company \$1,000
 - Sewer Company \$1,000
 - Total \$3,600
- Attorney, \$4,600 annually
- Building Inspector \$600 per month
- Development Inspector \$300 per month
- Janitor \$50 per week

Checks will be issued as follows:

- Council, monthly, the next pay period following the Council meeting
- Clerk/Treasurer, weekly
- Building Inspector, monthly
- Development Inspector, monthly
- Janitor, monthly

- Town Attorney, semi-annually
- all others weekly

Specific salaries for Town of Lapel employees beginning January 1st, 2014 and ending December 31st, 2014 are:

- Dennis Molina, Town Marshall - \$48,365 annually
- Mike Barnes, Captain - \$43,222 annually
- Jon Hosier, Police Officer - \$35,300 annually
- Ryan Daniels Police Officer - \$35,300 annually
- Robert Kowalski, Part Time Officer - \$17 per hour
- Non academy graduate - \$30,000 annually
- Academy graduate - less than 2 years experience - \$33,000 annually
- NEW HIRES
 - Part Time General Maintenance - \$9.00 to \$13.00 per hour
 - Full Time General Maintenance - \$9.50 to \$12.00 per hour
 - Office Staff - \$9.00 to \$12.00 per hour
- Matthew McDole, Wastewater Operator - \$17.05 per hour
- Paula Lee, Office Administration - \$16.25 per hour
- Donna Lawther, Office Administration - \$15.45 per hour
- Gary Swaim, Building Inspector - \$600 per month
- Robert Kowalski, Development Inspector - \$300 per month
- Nathon Owens, Utility/Street - \$16.65 per hour
- Virgil Hobbs, Part Time General Maintenance - \$11.50 per hour
- Cameron Clawson, Utility/Street - \$14.75 per hour
- C.J. Taylor, Water Operator/Sewer Operator - \$40 per hour/5hrs per week
- John M. Johnson, Utility Superintendent - \$17.50 per hour

Section - Personal Days

All full-time employees are entitled to eight (8) personal days per calendar year. Bereavement days three (3) per family member, which includes and is limited to the following; wife, husband, children, stepchildren, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brothers, sisters; one day (1) for brother-in-law, sister-in-law and (2) for grandparents.

Section - Paid Legal Holidays

All full-time employees except Police Officers, are entitled to the following:

- New Year's Day
- President's Day
- Good Friday

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (Thursday and Friday)
- Christmas Eve (Half Day)
- Christmas Day

Section - Sick Leave/Personal Days for Full-Time Employees

All new employees will be under a probationary period for the first six months of their employment, starting with the first day on the job. During this probationary period the employee will not be entitled to paid vacation benefits or sick leave benefits. After six (6) months on the job the employee will receive two (2) paid vacation days for the remainder of the first year of service.

All eligible employees will receive eight (8) paid Personal days per calendar year. Accumulated Sick days (those earned prior to January 1st, 2009) are designed and intended to be used for the employee's illness or medical appointments. Absences may be subject to investigation. A physician's statement of "fitness of duty" will be required if an employee is off work for 3 consecutive days or more. The Town also reserves the right to request a "fitness of duty" statement at any time. Accumulated Sick days, if not used, can be carried over to future years. Accumulated Sick days will not be paid upon termination of employment. Personal days, if not used, can be accumulated up to 30 days. At the accumulation of 30 days, this accrual will be capped.

Section - Vacation

Time worked reports must be submitted weekly to the Town Hall for all employees that are eligible for either Personal Days, Paid Legal Holidays, Insurance, Paid Vacation, or Accumulated Sick Leave.

At the anniversary date of employment, the full-time employee will be eligible for the following vacation schedule:

- One year of employment, one week paid vacation.
- Two thru four years of employment, two weeks of vacation.
- Five thru nine years of employment, three weeks of vacation.
- Ten or more, four weeks of vacation.

Following the first year of employment additional weeks will be earned on a calendar year basis beginning January 1st.

All vacations are mandatory (cannot work and collect pay plus vacation). Vacations must be scheduled one (1) week in advance with a supervisor. Vacations cannot be held over until the next year.

Unused vacation days will be paid upon termination of employment. Vacation days must be used before unpaid days off are granted.

Section - Overtime

Overtime is defined for all full-time employees, except Police Officers, as the hours worked, on a daily basis, over 8 hours. Overtime hours will be paid at 1 1/2 their hourly pay. The payroll clerk will prepare on a weekly basis, a report to the Council illustrating the amount of and who were paid overtime. It will be the job of the department supervisors to limit overtime whenever possible.

Section - Meeting Attendance Payment

Non-council members, that are authorized members of the Planning Commission, Park Board and Board of Zoning Appeals will be paid \$10 per meeting attended. Disbursement of amounts owed will be semi-annually July and January.

Section - Office Hours and Utility/Street Department Hours

Town Hall office hours are Monday-Friday, 8:00am to 5:00pm. The Utility/Street Department hours are 7:00am to 3:30pm. On disconnect day, one utility employee will work from 10:00am to 6:00pm so that paid disconnected services can be returned to service.

Section - Police Officers.

The work week consists of seven (7) days from Saturday and ending Friday. If a Police Officer works more than 40 hours per week, overtime will be paid. Holiday pay is calculated by annual salary divided by 260 days divided by 8 hours=holiday pay. Overtime hours x 1 x hourly pay=overtime pay. Overtime must be approved by the Town Marshall and the Town Council.

The salary of a Lapel Police Officer, without academy certification is \$30,000 per year. The salary of a Lapel Police Officer with less than two (2) years of experience, with an academy certification is \$33,000 per year.

If a Lapel Police Officer is sent to the Police Academy, and compensated by the Town of Lapel, the Police Officer is required to remain on the department for two (2) years after graduation from the Academy. If for some foreseen or unforeseen reason the officer has to leave the department or fails to complete the academy assignment, said officer must repay all training compensation of the Town of Lapel.

Non-academy graduates will be in a probationary status until one year from graduation date.

Academy graduates will be on a probationary period of one year from hire date.

New hire without academy certification will be sent to the academy within one year of hire date.

Section - Education Reimbursement

It is the desire of the Town of Lapel that all employees gain more education in their specific disciplines. If the employee quits a course, paid by the Town of Lapel, the employee must repay to the town the cost of the course.

This would include tuition fees, cost of books and materials, and mileage reimbursements. If the employee completes the course work and attendance requirements, but fails the final test, reimbursement is not required. Retesting is at the discretion of the Council.

Section - Insurance

The Town of Lapel will pay 100% of the employee's health insurance premium, employees will have to pay dependent coverage, if desired. This benefit is available to full-time employees only. Employees who are eligible to enroll in the group medical program may choose to waive participation in the plan. Only employees covered under another group health plan will be permitted to waive coverage. Employees are required to complete the appropriate form to waive their election and provide verification of coverage.

- Health Life and Vision - Health Application
- Life Only - Health Application (check life only, indicate waiver/other coverage)

An optional dental insurance benefit plan is offered to all full-time employees. The premium for the insurance policy is split 50%-50% between the employee and the employer.

Section - Utility Certifications

When a Lapel Utility employee acquires a Class 1 operators certification for water or wastewater, their salary will be increased **75** cents per hour.

When a Lapel Utility employee acquires a Class 2 operators certification for water or wastewater, their salary will be increased **75** cents per hour.

If a Lapel Utility employee receives an initial gas operators certification, their salary will be increased 50 cents per hour.

Further Information

6-2013

Date Passed: 12/20/2013