

**Town of Lynnville
Lynnville Town Council
February 6, 2024, Agenda**

CALL TO ORDER

MOMENT OF SILENCE – PLEDGE OF ALLEGEANCE

ROLL CALL

APPROVAL OF MINUTES: December 5, 2023, and January 2, 2024

APPROVAL OF CURRENT BILLS: January 3, 2024 – February 6, 2024

DELINQUENT NOTICES: Shut off date is February 10, 2024

ADJUSTMENTS:

1. \$48.04 – 208 Main St – Hot water heater burst – **REPAIRED**
2. \$47.05 - 314 E 1st St – Hot water heater burst – **REPAIRED**
3. \$88.51 - 325 E 3rd St – Toilet running – **REPAIRED**
4. \$42.77 - 113 E 2nd St – Waterlines froze and broke - **REPAIRED**
5. \$23.75 - 202 E 4th St – Line for outside hose leak - **REPAIRED**
6. \$100.00 – 310 E 1st St – Cleaning after construction

TREASURY REPORT – January 2024:

General Operating	\$75,163.70	Community Center	\$18,115.63
MVH/LRS	\$101,425.97	Fire Department	\$269,224.11
LIT	\$56,031.03	Park	\$171,837.10
Public Safety	\$63,590.42	Utilities Operating	\$229,266.85
Public Improv Projects	\$288,794.84	Opioid Settlement	\$2,949.26

NEW BUSINESS:

1. Invoice Approval -Main St Project – Frontier \$48,295.70
2. Commonwealth Engineers - **Aaron Rohner**
 - a. Water Relocation Project – Request for Authorization to Bid
 - b. Lead Service Line Inventory Assistance
 - c. Spurgeon Wastewater Project – Additional Service Connections
3. Approval of Scott Peck serving as Bond Council in the bond financing matters.
4. Approval to Resolution #2024-1

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, APPROVING A LEASE BETWEEN THE TOWN OF LYNNVILLE REDEVELOPMENT AUTHORITY AND THE TOWN OF LYNNVILLE REDEVELOPMENT COMMISSION, APPROVING THE LEVY OF A SPECIAL TAX FOR THE PAYMENT OF THE RENTALS DUE THEREUNDER, AND REGARDING CERTAIN RELATED MATTERS

5. Approval of Ordinance #2024-2
AN ORDINANCE TO AMEND ORDINANCE #2007-12 TO ADD PARK RULES AND REGULATIONS
6. Introduction Ordinance #2024-3 – Establishing Police Department
AN ORDINANCE CREATING CHAPTER 38 OF THE CODE OF ORDINANCES
7. Introduction of Ordinance #2024-4 – Nuisance Vehicles
AN ORDINANCE INTRODUCING CHAPTER 96 OF THE CODE OF ORDINANCES
8. Introduction of Ordinance #2024-5 – Weapons
AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES
9. Approval of Lease Transfer at 433 W. State Route 68. Lynnville – Lot #75 – Kenneth Powers
10. Approval of Lease Cancellation at 12981 E. 1025 S., Oakland City – Lot #85 – Thomas Hill

11. Approval of Lease Cancellation at 12961 E. 1025 S., Oakland City – Lot #86 – Ramsey
12. Approval of Lease Transfer at 12981 E. 1025 S., Oakland City – Lot #85 – Carol Ramsey
13. Approval of Lease Transfer at 12961 E. 1025 S., Oakland City – Lot #86 – Jerry Ramsey
14. 2024 Event Schedule
 - a. Breakfast with the Easter Bunny – March 30, 2024.
 - b. Solar Eclipse Event Weekend at Lynnville Park – April 6 – April 8, 2024.
 - c. Town-Wide Yard Sale – April 27, 2024
 - d. SIGPS Race Event Weekend at Lynnville Park – May 3 -May 5, 2024 – Alan Staples
 - e. Holiday Parade – December 1, 2024
15. Choose theme for 2024 Parade – 12/1/2024 (Top employee choice: Charlie Brown Christmas)
16. Choose dates for:
 - a. Easter Egg Hunt at the Park (Recommendation: 3/23, Rain Date 3/30)
 - b. Halloween Event at the Park (Recommendation: 10/18, Rain Date 10/26)
 - c. Tree Lighting (Recommendation: 12/7)
 - d. Breakfast with the Grinch (Recommendation: 12/14)
17. Donation Request for Tecumseh Class of 2025-After Prom event.
18. Community Center use for Graduation – May 17th.
19. Permission to Add Shed to Leased – no problems per County - Lot #77
20. Received the design for Approval for underground service from Mainstream.
21. Clerk Treasurer's Recommendation for Updated Community Center and Recreational Building Rental Fees.

Tabled from 1/2/2023 meeting.

- a. Community Center and Recreational Building Rental Fees
 - i. Community Center Current Fees
 1. 1 Day Rental with Alcohol - \$325.00 (Rental Fee) + \$150.00 (Deposit)= \$475.00
 2. 1 Day Rental without Alcohol - \$225.00 (Rental Fee) +\$150.00 (Deposit)= \$375.00
 3. Decoration Rental -Day Before/After Rental (4-hour only) \$175.00 (Rental Fee) =\$175.00
 4. 4-Hour Rental \$175.00 (Rental Fee) +\$100.00 (Deposit)= \$275.00
 - b. Recreational Building Current Fees
 - i. Recreational Building Current Fees
 1. 1 Day Rental - \$150.00 (Rental Fee) + \$100.00 (Deposit)
 2. Decoration Rental -Day Before/After Rental (4-hour only) \$100.00 (Rental Fee) =\$100.00
4-Hour Rental 8:00am -12:00pm ____12:30pm -4:30pm ____5:00pm -9:00pm
 3. 1 Day Shelter House Rental - \$25.00 (Rental Fee) = \$25.00

22. Warrick County Taxing Unit Appeals - **INFORMATIONAL**

Brian Cook, Town Manager

1. Work Report Submitted

Mike Mitchell, Town Marshal

1. Work Report Submitted

Michael May, Fire Department

1. Work Report Submitted

J. William Bruner, Attorney

Ordinance to create/correct:

1. Ordinance Amending Chapter 130 of the Code of Ordinance – Firearms on Town Property
 - a. 9/5/23-Introduction of ordinance for discussion.
 - b. 11/21/23-Researching

- c. 12/5/23-Bruner to look over and make changes.
 - d. 12/18/23-Discussion of what Town Council specifically wants updated in the ordinance.
 - e. 12/19/23-Nothing new to report
 - f. 1/2/24-Nothing new to report. Would like some guidance on what is wanted in the ordinance. Rachel would like the Marshal to be present to discuss specifics at the next meeting.
 - g. 2/6/24-Introduction Approval at Meeting
2. Ordinance Amending Chapter 97 of the Code of Ordinances – illegal & Nuisance activity.
- a. 9/5/23-Introduction of ordinance for discussion.
 - b. 11/21/23-Researching
 - c. 12/5/23-Researching
 - d. 12/19/23-Nothing new to report
 - e. 1/2/24-Nothing new to report
3. Ordinance Amending Chapter 92 of the Code of Ordinance – Common Nuisances
- a. 9/5/23-Introduction of Ordinance for discussion.
 - b. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
 - c. 11/21/23- Wischer/Bruner collaborating to update to be more specific than citing Indiana Code.
 - d. 12/5/23-Wischer: define what a common nuisance entail. Chris is working on a draft.
 - e. 12/19/23-Nothing new to report.
 - f. 1/2/24-Chris should have draft sent by end of this week per Rachel.
4. Ordinance Amending Chapter 94 of the Code of Ordinances – Parks & Recreation
- a. 8/15/23-Introduction of Ordinance for discussion.
 - b. 9/5/23-Researching
 - c. 11/21/23-Researching
 - d. 12/5/23-Outline Park boundaries; Rules within the park established in an ordinance.
 - e. 12/19/23- Found IC: 36-10-3-14 & IC 36-10-3-10 Would like the board to decide whether to move forward with the changes or not.
 - f. 1/2/24-Nothing new to Report. Lauri emailed Rules and Regulations right after the 12/19/23 meeting. Read over them but would like some more guidance on what is wanted in the ordinance.
 - g. 1/29/24-Draft of Ordinance sent for review.
 - h. 2/6/24-Request Approval at Meeting
5. Unsafe Building/Blighted/Abandoned Properties – 2/7/2023 meeting.
- a. 3/28/2023 – indiana Unsafe Building Law sent to discuss.
 - b. 4/4/2023 – Will contact someone in County to get information.
 - c. 5/11/2023-Commissioners are considering an Interlocal Cooperation agreement. Next Commissioner's meeting is 5/22/2023.
 - d. 5/16/2023-Mr. Bruner will continue to work on this issue.
 - e. 6/6/2023-Mr. Bruner will continue to work on this issue.
 - f. 8/15/2023-Waiting for answers from county.
 - g. 9/5/23-Still working on it.
 - h. 10/17/23-Still working on it.
 - i. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
 - j. 12/5/23-Chris working on penalty portion.
 - k. 12/19/23- Meeting with Chris on December 26th at 10:00 am
 - l. 1/2/24-Nothing new to report

Lauri Stockus, Clerk-Treasurer

Upcoming:

- | | |
|--|-------------|
| 1. Town Hall Closed for Presidents Day | February 19 |
| 2. Clerk-Treasurer's Workshop School | March 17-22 |
| 3. Town Manager Training | March 12-14 |
| 4. Breakfast with the Easter Bunny | March 30 |
| 5. Solar Eclipse Weekend | April 6-8 |
| 6. Town-Wide Yard Sale | April 27 |
| 7. SIGPS Race Weekend | May 3-5 |
| 8. Town Council Meeting | May 6 |
| 9. Town Hall Closed for Primary | May 7 |

Town Council Training Schedule:

David Goldenberg, Town Council Member/ Park Authority

Doris Horn, Town Council Member/ Park Authority

Rachel Titzer, Town Council President/ Park Authority

****ADDRESS THE FLOOR****

NEXT MEETING: February 20, 6:00pm @ Lynnville Park Recreation Building

ADJOURNMENT

ANY AND ALL BUSINESS TO PROPERLY COME BEFORE THE LYNNVILLE TOWN COUNCIL

Persons with disabilities or non-English speaking persons who wish to attend a public meeting or hearing and need assistance should contact Lauri Stockus or Brooklin Robbins, at Town Hall, 207 Main St., Lynnville, IN 47619 or 812-922-5111 not later than one (1) week prior to any meeting or hearing. Every effort will be made to provide reasonable accommodation for any such person(s).

**Town of Lynnville
Town Council Meeting
February 6, 2023, Meeting Roll Call**

Brian Cook, Town Manager	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Christina Schmidt, Park Manager	Present <input type="checkbox"/> Absent <input checked="" type="checkbox"/>
Brooklin Robbins, Deputy Clerk-Treasurer	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Mike Mitchell, Town Marshal	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Michael May, Fire Department	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Brett Kruse, Park Advisor	Present <input type="checkbox"/> Absent <input checked="" type="checkbox"/>
Donald McVey, Park Advisor	Present <input type="checkbox"/> Absent <input checked="" type="checkbox"/>
J. William Bruner, Attorney	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Lauri Stockus, Clerk-Treasurer	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
David Goldenberg, Town Council Member/Park Authority	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Doris Horn, Town Council Member/Park Authority	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Rachel Titzer, Town Council President/Park Authority	Present <input checked="" type="checkbox"/> Absent <input type="checkbox"/>
Chris Wischer	<input checked="" type="checkbox"/>

Public Hearing Called to Order _____ pm

Public Hearing Adjournment _____ pm

Time Meeting Called to Order 6:11 pm

Time Meeting Adjournment 8:06 pm

February 6, 2024

Acron Rdier

Jerry & Carol Ramsey

**Town of Lynnville
Lynnville Town Council
February 6, 2024**

Present: Brian Cook, Brooklin Robbins, Mike Mitchell, Michael May, J. William Bruner, Lauri Stockus, David Goldenberg, Doris Horn, Rachel Titzer, Chris Wischer

Absent: Brett Kruse, Donald McVey

Call Meeting to Order at 6:11pm

Moment of Silence

Pledge of Allegiance

Roll Call

Approval of Minutes

Approval of December 5, 2023, and January 2, 2024, minutes tabled.

Approval of Current Bills

Doris makes the motion to approve the January 3, 2024 – February 6, 2024, bills as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

Delinquent Bills

Shut off date February 10, 2024, Doris makes a motion to shut off water for all delinquent accounts not paid by shut off date. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

Wastewater Adjustments

1. \$48.04 – 208 Main St – Hot water heater burst – **REPAIRED**

Doris makes a motion to approve wastewater adjustment as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

2. \$47.05 - 314 E 1st St – Hot water heater burst – **REPAIRED**

Doris makes a motion to approve wastewater adjustment as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

3. \$88.51 - 325 E 3rd St – Toilet running – **REPAIRED**

Doris makes a motion to approve wastewater adjustment as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

4. \$42.77 - 113 E 2nd St – Waterlines froze and broke – **REPAIRED**

Doris makes a motion to approve wastewater adjustment as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

5. \$23.75 - 202 E 4th St – Line for outside hose leak – **REPAIRED**

Doris makes a motion to approve wastewater adjustment as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

6. \$100.00 – 310 E 1st St – Cleaning after construction

Some discussion between David and Rachel concerning what adjustment is allowed. Rachel concludes there are no restrictions in place on what an adjustment may be used for at this time. Residents are allowed 1 per year. David

states he has some concern about approval of all adjustments and should have stricter guidelines on adjustments. Mr. Bruner states if stricter guidelines are going to be used, guidelines and policies need to be written and approved.

Doris makes a motion to approve wastewater adjustment as presented. Rachel seconds the motion. David is NOT in favor. Doris in favor. Rachel in favor. Motion carries

TREASURY REPORT

January 2024:

General Operating	\$75,163.70	Community Center	\$18,115.63
MVH/LRS	\$101,425.97	Fire Department	\$269,224.11
LIT	\$56,031.03	Park	\$171,837.10
Public Safety	\$63,590.42	Utilities Operating	\$229,266.85
Public Improv Projects	\$288,794.84	Opioid Settlement	\$2,949.26

NEW BUSINESS:

Invoice Approval -Main St Project – Frontier \$48,295.70

Doris makes a motion to approve the invoice for Frontier for Main St Project. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Commonwealth Engineers – Aaron Rohner

Water Relocation Project – Request for Authorization to Bid

David makes a motion to approve the request for Authorization to Bid. Rachel seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Lead Service Line Inventory Assistance

Brian has no time to complete this inventory. The report needs to be completed by October 2024. Doris makes a motion to approve Commonwealth to complete the Lead Service Line Inventory Report by October 2024. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Spurgeon Wastewater Project – Additional Service Connections

Doris makes a motion to approve additional service connections along the Spurgeon Wastewater Project Line. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Scott Peck serving as Bond Council in the bond financing matters.

David makes a motion to approve Scott Peck to serve as Bond Council in bond financing matters. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval to Resolution #2024-1

Resolution #2024-1

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, APPROVING A LEASE BETWEEN THE TOWN OF LYNNVILLE REDEVELOPMENT AUTHORITY AND THE TOWN OF LYNNVILLE REDEVELOPMENT COMMISSION, APPROVING THE LEVY OF A SPECIAL TAX FOR THE PAYMENT OF THE RENTALS DUE THEREUNDER, AND REGARDING CERTAIN RELATED MATTERS

Doris makes a motion to approve Resolution #2024-1. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Ordinance #2024-2

AN ORDINANCE TO AMEND ORDINANCE #2007-12 TO ADD PARK RULES AND REGULATIONS

Doris makes a motion to approve Ordinance #2024-2. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Introduction of Ordinance #2024-3 – Establishing Police Department

ORDINANCE #2024-3

AN ORDINANCE CREATING CHAPTER 38 OF THE CODE OF ORDINANCES

WHEREAS, the Town of Lynnville, Indiana, seeks to employ reserve police officers.

WHEREAS, the Indiana Code, Title 36, Article 8, Chapter 3, Section 22 requires units to set the number of authorized reserve police officers by ordinance.

WHEREAS these reserve police officers will be appointed by the Town Marshal and constitute the Lynnville Police Department.

NOW, THEREFORE, BE IT ORDAINED, by the Town of Lynnville, Indiana, as follows:

Section 1. Chapter 38 (Police Department) of the Town of Lynnville, Indiana, Code of Ordinances is hereby created:

Chapter 38: Police Department

38.01 Establishment

38.02 Police Reserve Officers

38.03 Police Donation Fund

38.04 Police Continuing Education Fund

38.05 Police Fee Schedule

§ 38.01 Establishment of Police Department

A) The Office of the Town Marshal is hereby established as the Lynnville Police Department. Per Indiana Code 36-5-3-7, the Town Marshal is the Chief Police Officer of the Department.

§ 38.02 Police Reserve Officers

1. The Town Marshal is authorized to appoint up to four (4) reserve police officers to the Lynnville Police Department
2. Police Reserve Officers shall be known as Reserve Deputy Marshals
3. Police Reserve Officers shall receive no compensation except for that specified in IC 36-8-3 which may be decided on by the Town Council on a case-by-case basis.
4. Police Reserve Officers must complete the required pre-basic course of instruction as defined by the Indiana Law Enforcement Training Board and will be sworn in following the successful completion of the course.
5. Police Reserve Officers must maintain all required training and in-service training as specified by the Indiana Law Enforcement Training Board.
6. No Police Reserve Officer shall be assigned alone to patrol duties until the completion of a specified course of on-the-job field training and only after being deemed qualified by the Town Marshal.
7. Police Reserves Officers serve at the pleasure of the Town Marshal and be dismissed or administratively separated from volunteer employment with the Town by the Town Council or the Town Marshal.
8. Police Reserve Officers must be a minimum of 21 years old with a valid Indiana Driver's License, good moral character, no Felony arrests, and no Class A misdemeanor arrests in the previous 10 years.

§ 38.03 Police Donation Fund

1. *Creation of Lynnville Police Department Gift Fund.* There is hereby established a "Lynnville Police Department Gift Fund".
2. *Deposits into Lynnville Police Department Gift Fund.* When the Town of Lynnville or Lynnville Police Department receives gifts, donations and/or subsidies for Police Department purposes, the funds shall be deposited into the Lynnville Police Department Gift Fund.
3. *Fund purpose.* Money in the fund may be used for any legal or corporate purpose of the Lynnville Police Department consistent with the purposes specified by the grantor of such gift, donation and/or subsidy, if any.

4. *Prohibited use.* The Lynnville Police Department Gift Fund may not be used to reduce the town's maximum or actual property tax levy.

5. *Administration of fund.* The Lynnville Police Department Gift Fund established under this section shall be administered by the Clerk-Treasurer and the expenses of administering the fund, if any, shall be paid from money in the fund. Money in the fund not currently needed to meet the obligations of the fund may be invested in the same manner as other public funds may be invested. Interest that accrues from these investments shall be deposited in the fund. Money in the fund at the end of the fiscal year shall not revert to the town's general fund.

§ 38.04 Law Enforcement Continuing Education Fund

1. There is established a fund known as the Law Enforcement Continuing Education Fund for the purpose of purchases made by the town's Police Department for equipment, supplies, continuing education, and law enforcement training for the Police Department.

2. This Fund shall be comprised of fees collected by the Police Department from the following activities:

- a. Vehicle Inspections/Title Checks
- b. Accident Reports
- c. Police Reports
- d. Criminal Background Checks
- e. Vehicle Towing Fee's

3. Before any money from this Fund is spent, the sum must first be appropriated according to state statute.

4. The funds accumulated in the Local Law Enforcement Continuing Education Fund established shall be used for the purpose of continuing education and training of law enforcement officers employed by the town. All expenditures must comply with the terms and provisions of the statute by the authority of which the Fund is created and must be approved by the Town Council.

5. The funds placed in the Local Law Enforcement Continuing Education Fund may not be withdrawn except for the purposes set forth herein so long as this section remains in full force and effect.

§ 38.05 Police Fee Schedule

1. The funds collected by the Police Department for services (criminal history/background checks, fingerprinting, accident/crash reports, and vehicle releases) shall be allocated as follows:

a. Fees for all reports, inspections, or background checks shall go to the Police Department's Continuing Education Fund.

b. Fee's for all Vehicle Tow/Releases shall be divided evenly between the General Fund and the Police Department Continuing Education Fund.

2. Fee Schedule:

a. Background Check	\$20.00
b. Vehicle Crash Report	\$12.00
c. Police Report	\$10.00
d. Vehicle Inspection	\$5.00
e. Vehicle Tow/Release Fee (Nuisance Veh Only)	\$50.00

Section 2. *Effective Date.* This ordinance shall be in full force and effect from and after its passage by the Town Council of Lynnville, Indiana.

Introduction of Ordinance #2024-4 – Nuisance Vehicles

AN ORDINANCE INTRODUCING CHAPTER 96 OF THE CODE OF ORDINANCES

Introduction of Ordinance #2024-5 – Weapons

AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES

Approval of Lease Transfer at 433 W. State Route 68, Lynnville – Lot #75 – Kenneth Powers

David makes a motion to approve lease for Lot #75 to Kenneth Powers as presented. Doris seconds the motion.

David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Lease Cancellation at 12981 E. 1025 S., Oakland City – Lot #85 – Thomas Hill

David makes a motion to approve Cancellation of Lease #85 as presented. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Lease Cancellation at 12961 E. 1025 S., Oakland City – Lot #86 – Ramsey

David makes a motion to approve Cancellation of Lease #86 as presented. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Lease Transfer at 12981 E. 1025 S., Oakland City – Lot #85 – Carol Ramsey

David makes a motion to approve Lease Transfer #85 to Carol Ramsey as presented. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Approval of Lease Transfer at 12961 E. 1025 S., Oakland City – Lot #86 – Jerry Ramsey

David makes a motion to approve Lease Transfer #86 to Jerry Ramsey. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

2024 Event Schedule

1. Breakfast with the Easter Bunny – March 30, 2024.
2. Solar Eclipse Event Weekend at Lynnville Park – April 6 – April 8, 2024.
3. Town-Wide Yard Sale – April 27, 2024
4. SIGPS Race Event Weekend at Lynnville Park – May 3 -May 5, 2024 – Alan Staples
5. Holiday Parade – December 1, 2024
Choose theme for 2024 Parade – 12/1/2024 **(Top employee choice: Charlie Brown Christmas)**
6. Choose dates for:
 - a. Easter Egg Hunt at the Park **(Recommendation: 3/23, Rain Date 3/30)**
 - b. Halloween Event at the Park **(Recommendation: 10/18, Rain Date 10/26)**
 - c. Tree Lighting **(Recommendation: 12/7)**
 - d. Breakfast with the Grinch **(Recommendation: 12/14)**

All Council members agreed with all recommendations.

Donation Request for Tecumseh Class of 2025-After Prom event.

Doris makes a motion to approve donation of \$100. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Community Center use for Graduation – May 17th.

Rachel makes a motion to approve Graduation use of Community Center with application, signature of waiver and \$150.00 Cleanup fee. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Permission to Add Shed to Leased – no problems per County - Lot #77

Brian states there are no utilities in the area the map shows the shed is to be placed, 22ft from the road and 10ft from the structure. Rachel asks if he already has a permit from the county for this shed. Lauri answers no but he has contacted them to find out all that will be needed and they gave him a list. Doris makes a motion to approve as presented with permit form Area Planning Commission. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Received the design for Approval for underground service from Mainstream.

Tabled to allow Town Council members to review.

Clerk Treasurer's Recommendation for Updated Community Center and Recreational Building Rental Fees. Tabled from 1/2/2023 meeting.

Community Center Current Fees

1. Day Rental with Alcohol - \$325.00 (Rental Fee) + \$150.00 (Deposit)= \$475.00
2. 1 Day Rental without Alcohol - \$225.00 (Rental Fee) +\$150.00 (Deposit)= \$375.00
3. Decoration Rental -Day Before/After Rental (4-hour only) \$175.00 (Rental Fee) =\$175.00
4. 4-Hour Rental \$175.00 (Rental Fee) +\$100.00 (Deposit)= \$275.00

Discussion of raising prices to other town's/city's rental and deposit rate. Tabled to gather more information from insurance companies.

Recreational Building Current Fees

1. 1 Day Rental - \$150.00 (Rental Fee) + \$100.00 (Deposit)
2. Decoration Rental -Day Before/After Rental (4-hour only) \$100.00 (Rental Fee) =\$100.00
3. 4-Hour Rental 8:00am -12:00pm ____ 12:30pm -4:30pm ____ 5:00pm -9:00pm
4. 1 Day Shelter House Rental - \$25.00 (Rental Fee) = \$25.00
5. Discussion of raising prices to other town's/city's rental and deposit rate. Tabled to gather more information from insurance companies.

Brian Cook, Town Manager

Work Report Submitted

While doing inspection at 121 Main St there was a sewer connection that was not completed from years ago. A 4-inch pipe was used instead of the correct size of 6-inch pipe, there is no clean out on the property, and there is no back flow preventer. The line the resident installed is crossing the neighbor's property. All these issues are against the Indiana code. The resident stated it was done about 10 years ago and was approved by the council at that time. The resident was told it would be a council decision if these violations would need to be corrected or not. After asking his recommendations Brian states a clean out and back flow preventer be installed on the property and a waiver of liability signed about the wrong pipe size and the lines going across the neighbor's property. Questions of potential problems were asked: the size of pipe not being large enough could mean capacity problems, no back flow preventer means raw sewage could back up into property, no clean out means clog could back up system.

Mike Mitchell, Town Marshal

Work Report Submitted

Clint and Andy are the reserves chosen for the new Reserve Program. Training will start soon. Decals for reserve vehicle are ready. Asks Lauri the procedures for operating purchases: operating purchases over \$2500 are to have approval from town council. If its equipment purchase or project purchase the total of \$2500 would need council approval. All council members and Mr. Bruner agree. All purchases are required to have invoices and supporting documentation. All vendors are required to be vetted. Asked if any other expectations are required by council concerning purchasing. "Just keep us updated." IT has upgraded Microsoft programs. Rachel makes a motion to add Mike Mitchell as a Global Administration which will give him complete control of all Microsoft accounts without asking permission. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries. The goal is to make fillable documents and an intra-network system for communicating.

Michael May, Fire Department

Work Report Submitted

10 runs since the last meeting. They are supposed to start building the new truck soon. There are 4 members in EMR training. Update training on medical assistance, medical procedures, medicines allowed to be administered. No

updates on sawmill fire from inspector. Midwest Canvas put in request for controlled fire which was approved. 5 sets of gear will be ordered. Scuba training class for dive rescue and scuba certified in next month or 2. Eclipse thread is too much to keep up on so if there is something for FD please put text individually. There are too many people and too many conversations going on at 1 time to keep track of. Planning an alumni dinner for ex-firefighters with a 50-year award ceremony in April. Working on getting "Nox-box" for Elementary and Tecumseh schools. Box with codes/keys/etc. for full entry to buildings for first responders. Each key is coded to be recorded for each entry.

J. William Bruner, Attorney

Ordinance to create/correct:

1. Ordinance Amending Chapter 130 of the Code of Ordinance -- Firearms on Town Property
 - a. 9/5/23-Introduction of ordinance for discussion.
 - b. 11/21/23-Researching
 - c. 12/5/23-Bruner to look over and make changes.
 - d. 12/18/23-Discussion of what Town Council specifically wants updated in the ordinance.
 - e. 12/19/23-Nothing new to report
 - f. 1/2/24-Nothing new to report. Would like some guidance on what is wanted in the ordinance. Rachel would like the Marshal to be present to discuss specifics at the next meeting.
 - g. 2/6/24-Request Introduction at Meeting
2. Ordinance Amending Chapter 97 of the Code of Ordinances – Illegal & Nuisance activity.
 - a. 9/5/23-Introduction of ordinance for discussion.
 - b. 11/21/23-Researching
 - c. 12/5/23-Researching
 - d. 12/19/23-Nothing new to report
 - e. 1/2/24-Nothing new to report
3. Ordinance Amending Chapter 92 of the Code of Ordinance – Common Nuisances
 - a. 9/5/23-Introduction of Ordinance for discussion.
 - b. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
 - c. 11/21/23- Wischer/Bruner collaborating to update to be more specific than citing Indiana Code.
 - d. 12/5/23-Wischer: define what a common nuisance entail. Chris is working on a draft.
 - e. 12/19/23-Nothing new to report.
 - f. 1/2/24-Chris should have draft sent by end of this week per Rachel.
4. Ordinance Amending Chapter 94 of the Code of Ordinances – Parks & Recreation
 - a. 8/15/23-Introduction of Ordinance for discussion.
 - b. 9/5/23-Researching
 - c. 11/21/23-Researching
 - d. 12/5/23-Outline Park boundaries; Rules within the park established in an ordinance.
 - e. 12/19/23- Found IC: 36-10-3-14 & IC 36-10-3-10 Would like the board to decide whether to move forward with the changes or not.
 - f. 1/2/24-Nothing new to Report. Lauri emailed Rules and Regulations right after the 12/19/23 meeting. Read over them but would like some more guidance on what is wanted in the ordinance.
 - g. 1/29/24-Draft of Ordinance sent for review.
 - h. 2/6/24-Approved at Meeting - **COMPLETED**
5. Unsafe Building/Blighted/Abandoned Properties – 2/7/2023 meeting.
 - a. 3/28/2023 – Indiana Unsafe Building Law sent to discuss.
 - b. 4/4/2023 – Will contact someone in County to get information.

- c. 5/11/2023-Commissioners are considering an Interlocal Cooperation agreement. Next Commissioner's meeting is 5/22/2023.
- d. 5/16/2023-Mr. Bruner will continue to work on this issue.
- e. 6/6/2023-Mr. Bruner will continue to work on this issue.
- f. 8/15/2023-Waiting for answers from county.
- g. 9/5/23-Still working on it.
- h. 10/17/23-Still working on it.
- i. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
- j. 12/5/23-Chris working on penalty portion.
- k. 12/19/23- Meeting with Chris on December 26th at 10:00 am
- l. 1/2/24-Nothing new to report

Lauri Stockus, Clerk-Treasurer

Upcoming:

- | | |
|--|-------------|
| 1. Town Hall Closed for Presidents Day | February 19 |
| 2. Clerk-Treasurer's Workshop School | March 17-22 |
| 3. Town Manager Training | March 12-14 |
| 4. Breakfast with the Easter Bunny | March 30 |
| 5. Solar Eclipse Weekend | April 6-8 |
| 6. Town-Wide Yard Sale | April 27 |
| 7. SIGPS Race Weekend | May 3-5 |
| 8. Town Council Meeting | May 6 |
| 9. Town Hall Closed for Primary | May 7 |

Town Council Training Schedule:

David Goldenberg, Town Council Member/ Park Authority

Nothing to Add

Doris Horn, Town Council Member/ Park Authority

Questioned dates of events listed above. Asked why all AIM trainings are not on the list. Lauri stated they would be added when someone was signed up for the trainings. Doris makes a motion to pay Mr. Burner's ILMA dues of \$85.00. David seconded the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

Rachel Titzer, Town Council President/ Park Authority

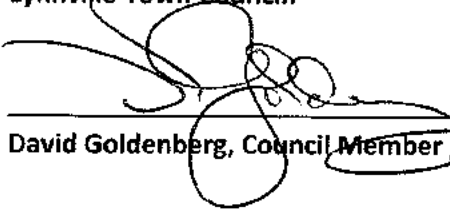
Submitted an estimate from Tony Kissel to start running power to new part of Lynnville Park for \$5,500.00. The estimate includes 2 panels with 4 receptacles on each panel. David makes a motion to approve the estimate as presented if it includes running power underground, and the box is secure. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries. Rachel will contact Tony to find out about running power, make sure the receptacles are secured (locked up) and find out the timeframe for the work. Food boxes have been prepared for anybody who reaches out requesting help. Boxes are located in Trailhead building.

****ADDRESS THE FLOOR****

NEXT MEETING: February 20, 6:00pm @ Lynnville Park Recreation Building

Rachel entertains a motion to adjourn the meeting. Doris makes the motion to adjourn the Town Council meeting. Rachel seconds the motion. David in favor. Doris in favor. Rachel in favor. The meeting is adjourned at 8:06pm.

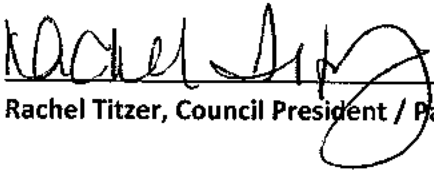
Lynnville Town Council:



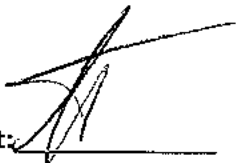
David Goldenberg, Council Member / Park Authority



Doris Horn, Council Member / Park Authority



Rachel Titzer, Council President / Park Authority

Attest: 

Lauri Stockus,

Clerk-Treasurer

Persons with disabilities or non-English speaking persons who wish to attend a public meeting or hearing and need assistance should contact Lauri Stockus, at Town Hall, 207 Main St., Lynnville, IN 47619 or 812-922-5111 not later than one (1) week prior to any meeting or hearing. Every effort will be made to provide reasonable accommodation for any such person or person.

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

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APV Register Batch - February 6, 2024 Town Council Meeting

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General Form No. 364 (1997) APVREGISTER_SUM FRX

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02/21/2023	36	TRI-STATE FIRE PROTECTION,	FIRE PROTECT	663.15	663.15	1920	Valve Stem and O Ring. 4- Fire
03/07/2023	151	NICHOLS FIRE & FLEET INC.	FIRE PROTECT	1360.21	1360.21	1926	Upgrading Water Tank on Side by Side
06/06/2023	152	SHRULL TOOL SALES, LLC	FIRE PROTECT	499.00	499.00	1964	Diag. Thermal Imager Elite- Repair
12/19/2023	312	ADVANCED FIRE & RESCUE	EQUIPMENT / MACHINERY	6807.00	6807.00	2044	Boat Prop, Gloves, Angle Light, LifeLiner
01/23/2024	151	NICHOLS FIRE & FLEET INC.	BUNKER GEAR	20998.38	20998.38	2049	Gear Order
01/23/2024	162	MUNICIPAL EMERGENCY	OPERATING SUPPLIES	413.45	413.45	2050	Glasses frames for Helmets
02/06/2024	162	MUNICIPAL EMERGENCY	BUNKER GEAR	136.20	136.20	2051	Guantlet Gloves
02/06/2024	36	TRI-STATE FIRE PROTECTION,	BUILDING / GROUND	45.00	45.00	2052	Annual Fire Extinguisher Inspection
02/06/2024	151	NICHOLS FIRE & FLEET INC.	BUNKER GEAR	2588.06	2588.06	2053	Fire Boots x5
02/06/2024	196	DAKOTA DANIELLE MARKS	OPERATING SUPPLIES	273.98	273.98	2054	T-shirts, Hoodies, & Sweatshirts for the
02/06/2024	1203	LYNNVILLE UTILITIES	WATER / SEWER	38.11	38.11	2055	Monthly Service
02/06/2024	77	MAINSTREAM FIBER	PHONE / INTERNET / TV	101.70	101.70	2056	Monthly Service
01/23/2024	102	4JS HARDWARE, LLC	9 -BUILDING REPAIR /	14.37	14.37	2223	Masking Tape
01/23/2024	54	AUTOZONE STORES LLC	9 -EQUIPMENT REPAIR /	202.96	202.96	2224	Fuel Pump for Johns Truck
01/23/2024	99999	LISA SMITH	9 -DEPOSIT REFUND	150.00	150.00	2225	Deposit Refund- Event Date 1/7/2024
01/23/2024	99999	CODY BRUMMETT	9 -DEPOSIT REFUND	100.00	100.00	2226	Deposit Refund- Event Date 12/29/2023
01/08/2024	31	DUKE ENERGY	9 -ELECTRIC	1768.07	1768.07	2227	Monthly Service
01/18/2024	99999	CHRISTINE BLACKGROVE	9 -DEPOSIT REFUND	100.00	100.00	2228	Deposit Refund- 12/16/2023
01/23/2024	200	WEX BANK	9 -EQUIPMENT REPAIR /	349.86	349.86	2229	Monthly Fuel Expenses
02/05/2024	36	TRI-STATE FIRE PROTECTION,	9 -BUILDING REPAIR /	296.00	296.00	2230	Annual Fire Extinguisher / Range Hood
02/06/2024	102	4JS HARDWARE, LLC	9 -BUILDING REPAIR /	69.93	69.93	2231	Concrete Sealant and Gloves for Shower
02/06/2024	31	DUKE ENERGY	9 -ELECTRIC	3697.67	3697.67	2232	Monthly Service
02/06/2024	54	AUTOZONE STORES LLC	9 -EQUIPMENT REPAIR /	24.74	24.74	2233	Oil for Lawn Mowers
02/06/2024	77	MAINSTREAM FIBER	9 -PHONE / INTERNET	245.54	245.54	2234	Monthly Service
02/06/2024	1203	LYNNVILLE UTILITIES	9 -SANITATION	281.38	281.38	2235	Monthly Service
01/23/2024	99999	ANNETTE LINDSEY	5 -REPAIRS AND	363.33	363.33	2443	Breakfast with the Grinch Supplies/Food
02/06/2024	36	TRI-STATE FIRE PROTECTION,	5 -REPAIRS AND	15.00	15.00	2444	Annual Fire Extinguisher Inspection
02/06/2024	1203	LYNNVILLE UTILITIES	5 -WATER/SEWER	38.11	38.11	2445	Monthly Service
01/23/2024	102	4JS HARDWARE, LLC	MATERIALS AND	66.93	66.93	4770	Hex Washer
01/23/2024	8	INDIANA UNDERGROUND	PROFESSIONAL SERVICES	36.10	36.10	4771	Quarterly Ticket 4/4
01/23/2024	267	WILCOX EARTHWORKS, INC	PROFESSIONAL SERVICES	1600.00	1600.00	4772	Monthly Vac Truck Services
01/23/2024	215	RICOH USA, INC.	MATERIALS AND	153.80	153.80	4773	Monthly Printing
01/23/2024	143	POINT MAN TECHNOLOGY LLC	PROFESSIONAL SERVICES	180.00	180.00	4774	Computer Support- Brian's Classes
01/23/2024	224	SERVICE PUMP & MACHINE	PROFESSIONAL SERVICES	8610.00	8610.00	4775	New Pump for Lift Station
01/08/2024	31	DUKE ENERGY	PURCHASED POWER	374.00	374.00	4776	Monthly Service
01/23/2024	79	MICHAEL K CONWELL	SLUDGE REMOVAL	3858.00	3858.00	4777	Roll-off Container Bags-Sludge bags
01/23/2024	192	KM SPECIALTY PUMPS INC.	MATERIALS AND	2203.00	2203.00	4778	Insulation Covers for Auger System at
01/23/2024	243	MENARD INC	MATERIALS AND	298.75	298.75	4779	Toilet Paper, Paper Towels, Water, Blinds
01/23/2024	287	WILCOX EARTHWORKS, INC	MATERIALS AND	598.60	598.60	4780	1 Ton #53 Rock
01/23/2024	200	WEX BANK	TRANSPORTATION	373.87	373.87	4781	Monthly Fuel Expenses

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TOWN OF LYNNVILLE

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02/06/2024	36	TRI-STATE FIRE PROTECTION,	PROFESSIONAL SERVICES	15.00	15.00	4782	Annual Fire Extinguisher Inspection
02/06/2024	194	AQUA-AEROBIC SYSTEMS,	MATERIALS AND	1176.37	1176.37	4783	Pressure Transducer
02/06/2024	66	CORE & MAIN LP	MATERIALS AND	287.28	287.28	4784	PVC Fittings and Pipe to fix line in Water
02/06/2024	195	ALLIANCE OF INDIANA RURAL	PROFESSIONAL SERVICES	1305.00	1305.00	4785	Annual Member Dues
02/06/2024	5	IDEM	PROFESSIONAL SERVICES	1671.00	1671.00	4786	Annual Fees for WWTP
02/05/2024	31	DUKE ENERGY	PURCHASED POWER	1000.09	1000.09	4787	Monthly Service
02/06/2024	104	NUGENT INC	MATERIALS AND	967.81	967.81	4788	2 Reduced Pressure Zone Assembly
02/06/2024	287	WILCOX EARTHWORKS, INC	PROFESSIONAL SERVICES	2435.00	2435.00	4789	Emergency Water Line Repair Peach & 3rd
02/06/2024	31	DUKE ENERGY	PURCHASED POWER	811.79	811.79	4790	Monthly Service
02/06/2024	77	MAINSTREAM FIBER	MATERIALS AND	213.39	213.39	4791	Monthly Service
02/06/2024	215	RICOH USA, INC.	MATERIALS AND	225.34	225.34	4792	Monthly Printing Services
02/06/2024	220	CITIBANK, N.A.	MATERIALS AND	292.96	292.96	4793	Light Bar for Plow Truck
02/06/2024	1203	LYNNVILLE UTILITIES	PURCHASED WATER	55.89	55.89	4794	Monthly Service
02/06/2024	1605	PATOKA LAKE REGIONAL	PURCHASED WATER	10474.63	10474.63	4795	Monthly Service
01/02/2024	202	J. WILLIAM BRUNER	0 -LIT DISTRIBUTION	2356.11	2356.11	7214	LTC vs Powell
01/23/2024	249	KARLA KOLLEY	0 -CLEANING REPAIRS /	100.00	100.00	7217	Monthly Cleaning
01/23/2024	54	AUTOZONE STORES LLC	0 -MVH-STREET/ALLEYS	46.54	46.54	7218	Bulbs for Plow Truck
01/26/2024	292	INDIANA ASSOCIATION OF	0 -MEMBERSHIPS /	25.00	25.00	7219	2024 Annual ADA & Title VI Dues
01/23/2024	297	ALL AMERICAN LOCKSMITH &	0 -EQUIPMENT FOR	760.00	760.00	7220	Replaced Lock on Safe
01/26/2024	200	WEX BANK	0 -TOWN MARSHAL -	53.97	53.97	7221	Monthly Fuel Expenses
01/23/2024	99999	INDIANA ASSOCIATION OF	0 -TOWN MARSHAL -	235.00	235.00	7222	Membership Renewal
01/29/2024	76	MICHAEL DENNIS EDWARD	0 -TOWN MARSHAL -	416.67	416.67	7223	2nd December Pay
02/06/2024	36	TRI-STATE FIRE PROTECTION,	0 -BUILDING REPAIR /	15.00	15.00	7224	Annual Fire Extinguisher Inspection
02/05/2024	31	DUKE ENERGY	0 -ELECTRIC	508.48	508.48	7225	Monthly Service- Annex
02/06/2024	54	AUTOZONE STORES LLC	0 -TOWN MARSHAL -	209.97	209.97	7226	Wiper Blades for Truck and Battery for
02/06/2024	202	J. WILLIAM BRUNER	0 -LIT DISTRIBUTION	1820.90	1820.90	7227	Monthly Retainer
02/06/2024	54	AUTOZONE STORES LLC	0 -GROUNDS REPAIR /	24.74	24.74	7228	Oil for Lawn Mowers
02/06/2024	77	MAINSTREAM FIBER	0 -PHONE / INTERNET /	260.54	260.54	7229	Monthly Service
02/06/2024	1203	LYNNVILLE UTILITIES	0 -WATER / SEWER	120.63	120.63	7230	Monthly Service
10/31/2023	307	INVOICE CLOUD - BILL PAY	PROFESSIONAL SERVICES	542.79	542.79	21820	Monthly Service
01/08/2024	200	WEX BANK	FUEL FOR TRUCKS	146.63	146.63	21821	Monthly Fuel Expenditures
01/05/2024	94	EVOLV, INC	0 -CYBERSECURITY -	314.00	314.00	21822	Monthly Website
01/09/2024	235	BFI WASTE SERVICES OF	SLUDGE REMOVAL	3079.86	3079.86	21823	Monthly Service
11/08/2023	1602	PAYROLL	0 -LIT DISTRIBUTION	50.72	50.72	21827	Bruner Monthly Insurance
01/11/2024	1602	PAYROLL	0 -TOWN HALL	3544.88	3544.88	21828	Gen Town Hall
01/11/2024	1602	PAYROLL	SALARIES WAGES	4785.97	4785.97	21829	WTP Wages
01/11/2024	1602	PAYROLL	PAYROLL FEDERAL 941	8660.49	8660.49	21830	Net DD Entry
01/11/2024	1602	PAYROLL	5 -REPAIRS AND	154.36	154.36	21831	Community Center-Repairs/Maint
01/11/2024	1602	PAYROLL	BUILDING / GROUND	85.02	85.02	21832	Fire-Building/Grounds
01/11/2024	1602	PAYROLL	9 -GROUNDSKEEPER	2968.76	2968.76	21833	Park Groundskeeper

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01/11/2024	59	INTERNAL REVENUE SERVICE	PAYROLL FEDERAL 941	2142.02	2142.02	21834	W/H
12/31/2023	905	IND DEPT OF WORKFORCE	PAYROLL NET SALARIES	112.07	112.07	21835	4th Quarter Balance Due
12/31/2023	2005	TRANSFER OF FUNDS	0 -FICA/MED/WKFRS	8.33	8.33	21836	4th Quarter Balance Due
12/31/2023	2005	TRANSFER OF FUNDS	9 -WORKERS COMP -	78.93	78.93	21837	4th Quarter Balance Due
12/31/2023	2005	TRANSFER OF FUNDS	SALARIES WAGES	24.81	24.81	21838	4th Quarter Balance Due
01/16/2024	20	AFLAC	PAYROLL-EMPLOYEE	172.28	172.28	21839	Monthly Insurance
01/17/2024	1203	LYNNVILLE UTILITIES	0 -WATER / SEWER	122.15	122.15	21840	Monthly Service
01/17/2024	1203	LYNNVILLE UTILITIES	MATERIALS AND	56.30	56.30	21841	Monthly Service
01/17/2024	1203	LYNNVILLE UTILITIES	5 -WATER/SEWER	38.89	38.89	21842	Monthly Service
01/17/2024	1203	LYNNVILLE UTILITIES	WATER / SEWER	38.90	38.90	21843	Monthly Service
01/17/2024	1203	LYNNVILLE UTILITIES	9 -WATER / SEWER	224.75	224.75	21844	Monthly Service
01/17/2024	169	QUADIENT, INC. POSTAGE	MATERIALS AND	444.78	444.78	21851	Monthly Postage
01/18/2024	241	SAM'S CLUB MC/SYNCS	9 -BUILDING REPAIR /	264.32	264.32	21854	Masking Tape, Wood Filler, Toilet Paper
01/18/2024	241	SAM'S CLUB MC/SYNCS	0 -GROUNDS REPAIR /	316.41	316.41	21855	Christmas Lights & Landscape Light
01/18/2024	241	SAM'S CLUB MC/SYNCS	MATERIALS AND	2080.56	2080.56	21856	Labels, Envelopes, Tablet & Case, Binders,
01/18/2024	241	SAM'S CLUB MC/SYNCS	OFFICE SUPPLIES	112.98	112.98	21857	Binders, Sams Membership, Toilet Paper
01/26/2024	241	SAM'S CLUB MC/SYNCS	0 -TOWN MARSHAL -	243.74	243.74	21858	Phone Pay off, Microsoft
01/18/2024	191	A T & T MOBILITY	9 -PHONE / INTERNET	123.08	123.08	21859	Monthly Service
01/18/2024	191	A T & T MOBILITY	MATERIALS AND	267.68	267.68	21860	Monthly Service
01/18/2024	191	A T & T MOBILITY	0 -TOWN MARSHAL -	79.55	79.55	21861	Monthly Service
01/25/2024	1	CENTERPOINT ENERGY	0 -ELECTRIC	391.79	391.79	21884	Monthly Service- Street Lights
01/24/2024	20	AFLAC	PAYROLL-EMPLOYEE	172.28	172.28	21889	Monthly Employee Insurance
01/25/2024	197	REMOTE LANDFILL SERVICES,	9 -SANITATION	817.82	817.82	21890	Monthly Service
01/25/2024	197	REMOTE LANDFILL SERVICES,	BUILDING / GROUND	212.63	212.63	21891	Monthly Trash Service
01/18/2024	187	AMBETTER FROM MHS	INSURANCE	786.26	786.26	21892	Monthly Insurance- Town Manager
01/23/2024	134	GLOBE LIFE LIBERTY	PAYROLL-EMPLOYEE	520.83	520.83	21894	Monthly Employee Insurance
01/25/2024	1	CENTERPOINT ENERGY	9 -NATURAL GAS	377.27	377.27	21896	Monthly Service
01/25/2024	1	CENTERPOINT ENERGY	PURCHASED POWER	3526.87	3526.87	21897	Monthly Service
01/25/2024	1	CENTERPOINT ENERGY	5 -ELECTRIC/NATURAL	141.42	141.42	21898	Monthly Service
01/25/2024	1	CENTERPOINT ENERGY	NATURAL GAS	331.69	331.69	21899	Monthly Service
01/29/2024	1602	PAYROLL	0 -BOARD MEMBERS	4843.09	4843.09	21911	Gen Council
01/29/2024	1602	PAYROLL	SALARIES WAGES	8791.25	8791.25	21912	WTP Wages
01/29/2024	1602	PAYROLL	PAYROLL FEDERAL 941	12662.81	12662.81	21913	Net DD Entry
01/29/2024	1602	PAYROLL	5 -REPAIRS AND	141.34	141.34	21914	Community Center-Repairs/Maint
01/29/2024	1602	PAYROLL	BUILDING / GROUND	131.29	131.29	21915	Fire-Building/Grounds
01/29/2024	1602	PAYROLL	9 -GROUNDSKEEPER	2993.80	2993.80	21916	Park Groundskeeper
01/29/2024	59	INTERNAL REVENUE SERVICE	PAYROLL FEDERAL 941	3200.05	3200.05	21916	W/H
01/29/2024	904	INDIANA DEPT OF	PAYROLL STATE/LOCAL	938.09	938.09	21919	W/H
11/07/2023	94	EVOLV, INC	0 -PROFESSIONAL	289.00	289.00	21920	Monthly Service
11/07/2023	81	PAYROC LLC	9 -PROFESSIONAL	79.31	79.31	21922	Monthly Service

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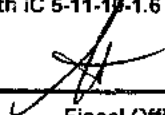
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11/30/2023	307	INVOICE CLOUD - BILL PAY	PROFESSIONAL SERVICES	446.07	446.07	21923	Monthly Service
11/30/2023	187	AMBETTER FROM MHS	INSURANCE	45.12	45.12	21924	Insurance for Town Manager
11/07/2023	81	PAYROC LLC	9 -PROFESSIONAL	62.05	62.05	21926	Monthly Service
02/01/2024	1602	PAYROLL	0 -LIT DISTRIBUTION	50.72	50.72	21929	Bruner Insurance
02/06/2024	31	DUKE ENERGY	ELECTRIC	226.41	226.41	21940	Monthly Service
02/06/2024	31	DUKE ENERGY	5 -ELECTRIC/NATURAL	162.03	162.03	21941	Monthly Service
02/06/2024	31	DUKE ENERGY	9 -ELECTRIC	93.35	93.35	21942	Monthly Service
02/06/2024	31	DUKE ENERGY	PURCHASED POWER	14.49	14.49	21943	Monthly Service
02/06/2024	235	BFI WASTE SERVICES OF	SLUDGE REMOVAL	3210.14	3210.14	21949	Monthly Service
		Checks: 1920 - 21949		164826.63	164826.63		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-16-1.6

2/6/2024


Fiscal Officer

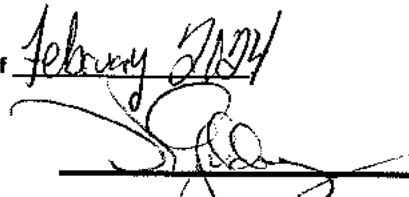
ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF LYNNVILLE

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 4 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 164826.63.

Dated this 6th day of February 2024

David Goldenberg
Doris Heen
Rachel Hitzer


Doris Heen
Donald W.

Member
Member
President

Signatures of Governing Board

Hours Report Summary

For payfile ending 01/10/2024 12:00:00 AM

All Records

Paytype : Normal

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Town Hall	1101001111.240	0.00000		14.58750	0.00000	\$222.92
Gen Clerk Treasurer	1101001112.000	0.00000		0.00000	0.00000	\$736.28
Gen Groundskeeping	1101001114.000	0.00000		51.75000	0.00000	\$995.03
MVH Wages	2201001112.000	0.00000		23.97500	0.00000	\$543.57
Park Groundskeeper	2204001111.000	0.00000		88.00000	0.00000	\$1261.04
Park Employees	2204001113.000	0.00000		81.75000	0.00000	\$1073.29
Park Extra Help	2204001114.000	0.00000		25.41250	0.00000	\$424.68
Fire-Building/Grounds	2209300200.000	0.00000		5.07500	0.00000	\$85.02
Community Center-Repairs/Maint	2226000361.000	0.00000		7.95000	0.00000	\$143.39
Town Marshal	2240200111.400	0.00000		14.00000	0.00000	\$392.00
Superintendants	4437020111.400	0.00000		12.15000	0.00000	\$404.11
WTP Wages	6101001112.000	0.00000		58.87500	0.00000	\$1859.87
WWTP Wages	6201001112.000	0.00000		66.97500	0.00000	\$2129.26
Subtotals for Paytype : Normal		0.00000		450.50000	0.00000	\$10270.46

Paytype : Overtime-Holi

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
WWTP Wages	6201001112.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Overtime-Holiday/PTO		0.00000		0.00000	0.00000	\$0.00

Paytype : Overtime-We

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Overtime-Weekdays	6201001112.000	0.00000		9.00000	0.00000	\$374.13
Subtotals for Paytype : Overtime-Weekdays		0.00000		9.00000	0.00000	\$374.13

Paytype : Overtime-We

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
WWTP Wages	6201001112.000	0.00000		2.00000	0.00000	\$99.78

Hours Report Summary

For payfile ending 01/10/2024 12:00:00 AM

All Records

Subtotals for Paytype : Overtime-Weekends 0.00000 2.00000 0.00000 \$99.78

Paytype : Park

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Park Clerk Treasurer	2204001112.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Park Seasonal		0.00000		0.00000	0.00000	\$0.00

	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Total Records Printed :	0.00000		461.50000	0.00000	\$10744.37

Payfile Distribution Journal

For payfile ending 01/10/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: Groundskeeping				
Gen Groundskeeping	1101001114.000	\$995.03	Federal Withholding	\$408.81
MVH Wages	2201001112.000	\$412.80	FICA Withholding	\$270.57
Park Extra Help	2204001114.000	\$201.76	Medicare Withholding	\$63.29
Fire-Building/Ground	2209300200.000	\$85.02	State Withholding	\$137.47
Community Center-Rep	2226000361.000	\$143.39	Local Withholding	\$21.82
Superintendants	4437020111.400	\$404.11	Ambetter from MHS- P	\$140.33
WTP Wages	6101001112.000	\$808.22	DD - Heritage Federa	\$1210.20
Overtime-Weekdays	6201001112.000	\$374.13	DD-German American B	\$2251.93
WWTP Wages	6201001112.000	\$1177.40	Globe Life	\$97.44
Groundskeeping Wages Total		\$4601.86	Deductions Total	\$4601.86
				Net Pay
				\$0.00
Location: Park				
Park Groundskeeper	2204001111.000	\$1261.04	Federal Withholding	\$10.69
Park Employees	2204001113.000	\$1073.29	FICA Withholding	\$143.96
			Medicare Withholding	\$33.68
			State Withholding	\$73.14
			Local Withholding	\$11.61
			DD - Chime	\$624.54
			DD - Fifth Third Ban	\$70.39
			DD - Heritage Federa	\$114.09
			DD - LNB Community	\$131.98
			DD - Peoples	\$1107.85
			Globe Life	\$12.40
Park Wages Total		\$2334.33	Deductions Total	\$2334.33
				Net Pay
				\$0.00
Location: Town Hall				
Gen Town Hall	1101001111.240	\$222.92	Federal Withholding	\$133.28
Gen Clerk Treasurer	1101001112.000	\$736.28	FICA Withholding	\$229.46
MVH Wages	2201001112.000	\$130.77	Medicare Withholding	\$53.66
Park Extra Help	2204001114.000	\$222.92	State Withholding	\$116.58
Town Marshal	2240200111.400	\$392.00	Local Withholding	\$18.50
WTP Wages	6101001112.000	\$1051.65	DD - Heritage Federa	\$237.57
WWTP Wages	6201001112.000	\$1051.64	DD - LNB Community	\$2584.23
			DD-USAA Federal Savi	\$327.71
			Globe Life	\$107.19
Town Hall Wages Total		\$3808.18	Deductions Total	\$3808.18
				Net Pay
				\$0.00
Location: GRAND TOTAL				
Gen Town Hall	1101001111.240	\$222.92	Federal Withholding	\$552.78

Payfile Distribution Journal

For payfile ending 01/10/2024 12:00:00 AM

All Records

Page : 2

Date: 01/11/2024 03:43:41 PM

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User ID: LAURI

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount	
Gen Clerk Treasurer	1101001112.000	\$736.28	FICA Withholding	\$643.99	
Gen Groundskeeping	1101001114.000	\$995.03	Medicare Withholding	\$150.63	
MVH Wages	2201001112.000	\$543.57	State Withholding	\$327.19	
Park Groundskeeper	2204001111.000	\$1261.04	Local Withholding	\$51.93	
Park Employees	2204001113.000	\$1073.29	Ambetter from MHS- P	\$140.33	
Park Extra Help	2204001114.000	\$424.68	DD - Chime	\$624.54	
Fire-Building/Ground	2209300200.000	\$85.02	DD - Fifth Third Ban	\$70.39	
Community Center-Rep	2226000361.000	\$143.39	DD - Heritage Federa	\$1561.86	
Town Marshal	2240200111.400	\$392.00	DD - LNB Community	\$2716.21	
Superintendants	4437020111.400	\$404.11	DD - Peoples	\$1107.85	
WTP Wages	6101001112.000	\$1859.87	DD-German American B	\$2251.93	
Overtime-Weekdays	6201001112.000	\$374.13	DD-USAA Federal Savi	\$327.71	
WWTP Wages	6201001112.000	\$2229.04	Globe Life	\$217.03	
	GRAND TOTAL	Wages Total	\$10744.37	Deductions Total	\$10744.37
				Net Pay	\$0.00

Hours Report Summary

For payfile ending 01/28/2024 12:00:00 AM
All Records

Paytype : Normal

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Council	1101001111.000	0.00000		0.00000	0.00000	\$587.37
Gen Town Hall	1101001111.240	0.00000		26.76250	0.00000	\$333.82
Gen Clerk Treasurer	1101001112.000	0.00000		0.00000	0.00000	\$736.28
Gen Groundskeeping	1101001114.000	0.00000		67.38750	0.00000	\$1306.77
MVH Wages	2201001112.000	0.00000		10.48750	0.00000	\$330.06
Park Groundskeeper	2204001111.000	0.00000		156.00000	0.00000	\$2235.48
Park Employees	2204001113.000	0.00000		39.25000	0.00000	\$444.33
Park Extra Help	2204001114.000	0.00000		6.73750	0.00000	\$89.63
Fire-Building/Grounds	2209300200.000	0.00000		6.82500	0.00000	\$131.29
Community Center-Repairs/Maint	2226000361.000	0.00000		6.82500	0.00000	\$131.29
Town Marshal	2240200111.400	0.00000		24.50000	0.00000	\$686.00
Town Manager	4437020111.400	0.00000		14.40000	0.00000	\$478.94
WTP Wages	6101001112.000	0.00000		92.73750	0.00000	\$3222.19
WWTP Wages	6201001112.000	0.00000		102.33750	0.00000	\$3541.47
Subtotals for Paytype : Normal		0.00000		554.25000	0.00000	\$14254.92

Paytype : Overtime

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
WWTP Wages	6201001112.000	0.00000		24.50000	0.00000	\$1222.31
Subtotals for Paytype : Overtime		0.00000		24.50000	0.00000	\$1222.31

Paytype : Park

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Council	1101001111.000	0.00000		0.00000	0.00000	\$0.00
Park Board Members	2204001115.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Park		0.00000		0.00000	0.00000	\$0.00

Hours Report Summary

For payfile ending 01/28/2024 12:00:00 AM
All Records

Paytype : Park		Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Distribution Name							
Gen Council		1101001111.000	0.00000		0.00000	0.00000	\$0.00
Park Clerk Treasurer		2204001112.000	0.00000		0.00000	0.00000	\$0.00
Park Board Members		2204001115.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Park Seasonal			0.00000		0.00000	0.00000	\$0.00

Paytype : Personal		Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Distribution Name							
Gen Town Hall		1101001111.240	2.40000		0.00000	0.00000	\$37.80
Gen Groundskeeping		1101001114.000	0.00000		0.00000	0.00000	\$0.00
MVH Wages		2201001112.000	0.00000		0.00000	0.00000	\$0.00
Park Groundskeeper		2204001111.000	0.00000		0.00000	0.00000	\$0.00
Park Extra Help		2204001114.000	0.80000		0.00000	0.00000	\$12.60
Town Manager		4437020111.400	0.00000		0.00000	0.00000	\$0.00
WTP Wages		6101001112.000	6.40000		0.00000	0.00000	\$100.80
WWTP Wages		6201001112.000	6.40000		0.00000	0.00000	\$100.80
Subtotals for Paytype : Personal			16.00000		0.00000	0.00000	\$252.00

Paytype : Sick		Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Distribution Name							
Gen Town Hall		1101001111.240	0.00000		0.00000	0.00000	\$0.00
Gen Groundskeeping		1101001114.000	0.00000		0.00000	0.00000	\$0.00
MVH Wages		2201001112.000	0.00000		0.00000	0.00000	\$0.00
Park Groundskeeper		2204001111.000	0.00000		0.00000	0.00000	\$0.00
Park Extra Help		2204001114.000	0.00000		0.00000	0.00000	\$0.00
Town Manager		4437020111.400	0.00000		0.00000	0.00000	\$0.00
WTP Wages		6101001112.000	0.00000		0.00000	0.00000	\$0.00
WWTP Wages		6201001112.000	0.00000		0.00000	0.00000	\$0.00

Hours Report Summary

For payfile ending 01/28/2024 12:00:00 AM
All Records

Subtotals for Paytype : Sick		0.00000	0.00000	0.00000	0.00000	\$0.00
Paytype : Vacation						
Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Town Hall	1101001111.240	0.00000	0.00000	0.00000	0.00000	\$0.00
Gen Groundskeeping	1101001114.000	0.00000	0.00000	0.00000	0.00000	\$0.00
MVH Wages	2201001112.000	0.00000	0.00000	0.00000	0.00000	\$0.00
Park Groundskeeper	2204001111.000	0.00000	0.00000	0.00000	0.00000	\$0.00
Park Extra Help	2204001114.000	0.00000	0.00000	0.00000	0.00000	\$0.00
Town Manager	4437020111.400	0.00000	0.00000	0.00000	0.00000	\$0.00
WTP Wages	6101001112.000	0.00000	0.00000	0.00000	0.00000	\$0.00
WWTP Wages	6201001112.000	0.00000	0.00000	0.00000	0.00000	\$0.00
Subtotals for Paytype : Vacation						

Subtotals for Paytype : Vacation		16.00000	578.75000	0.00000	\$15729.23
Total Records Printed : 16					
Units Taken	PTO	Hours Worked	Salary Hours	Amount	
16.00000	0.00000	578.75000	0.00000	\$15729.23	

Payfile Distribution Journal

For payfile ending 01/28/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: Groundskeeping				
Gen Groundskeeping	1101001114.000	\$1306.77	Federal Withholding	\$692.86
MVH Wages	2201001112.000	\$330.06	FICA Withholding	\$421.81
Fire-Building/Ground	2209300200.000	\$131.29	Medicare Withholding	\$98.64
Community Center-Rep	2226000361.000	\$131.29	State Withholding	\$214.31
Town Manager	4437020111.400	\$478.94	Local Withholding	\$34.02
WTP Wages	6101001112.000	\$1560.54	Ambetter from MHS- P	\$140.33
WWTP Wages	6201001112.000	\$3102.14	DD - Heritage Federa	\$1191.76
			DD-Centurion Federal	\$1065.99
			DD-German American B	\$3083.87
			Globe Life	\$97.44
Groundskeeping Wages Total		\$7041.03	Deductions Total	\$7041.03
			Net Pay	\$0.00
Location: Park				
Park Groundskeeper	2204001111.000	\$2235.48	Federal Withholding	\$22.15
Park Employees	2204001113.000	\$444.33	FICA Withholding	\$165.38
			Medicare Withholding	\$38.69
			State Withholding	\$84.02
			Local Withholding	\$13.35
			DD - Chime	\$751.64
			DD - Fifth Third Ban	\$105.58
			DD - Heritage Federa	\$149.94
			DD - LNB Community	\$138.58
			DD - Peoples	\$1198.08
			Globe Life	\$12.40
Park Wages Total		\$2679.81	Deductions Total	\$2679.81
			Net Pay	\$0.00
Location: Town Hall				
Gen Council	1101001111.000	\$587.37	Federal Withholding	\$141.98
Gen Town Hall	1101001111.240	\$371.62	FICA Withholding	\$362.28
Gen Clerk Treasurer	1101001112.000	\$736.28	Medicare Withholding	\$84.74
Park Extra Help	2204001114.000	\$102.23	State Withholding	\$184.05
Town Marshal	2240200111.400	\$686.00	Local Withholding	\$29.22
WTP Wages	6101001112.000	\$1762.45	AFLAC- Post Tax	\$63.56
WWTP Wages	6201001112.000	\$1762.44	AFLAC- PreTax	\$58.00
			DD - Fifth Third Ban	\$521.01
			DD - Heritage Federa	\$1475.02
			DD - LNB Community	\$1986.86
			DD - Liberty Federal	\$406.00
			DD-USAA Federal Savi	\$588.48
			Globe Life	\$107.19

Payfile Distribution Journal

For payfile ending 01/28/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
	Town Hall	Wages Total	\$6008.39	Deductions Total
				\$6008.39
			Net Pay	\$0.00
<hr/>				
Location: GRAND TOTAL				
Gen Council	1101001111.000	\$587.37	Federal Withholding	\$856.99
Gen Town Hall	1101001111.240	\$371.62	FICA Withholding	\$949.47
Gen Clerk Treasurer	1101001112.000	\$736.28	Medicare Withholding	\$222.07
Gen Groundskeeping	1101001114.000	\$1306.77	State Withholding	\$482.38
MVH Wages	2201001112.000	\$330.06	Local Withholding	\$76.59
Park Groundskeeper	2204001111.000	\$2235.48	AFLAC- Post Tax	\$63.56
Park Employees	2204001113.000	\$444.33	AFLAC- PreTax	\$58.00
Park Extra Help	2204001114.000	\$102.23	Ambetter from MHS- P	\$140.33
Fire-Building/Ground	2209300200.000	\$131.29	DD - Chime	\$751.64
Community Center-Rep	2226000361.000	\$131.29	DD - Fifth Third Ban	\$626.59
Town Marshal	2240200111.400	\$686.00	DD - Heritage Federa	\$2816.72
Town Manager	4437020111.400	\$478.94	DD - LNB Community	\$2125.44
WTP Wages	6101001112.000	\$3322.99	DD - Liberty Federal	\$406.00
WWTP Wages	6201001112.000	\$4864.58	DD - Peoples	\$1198.08
			DD-Centurion Federal	\$1065.99
			DD-German American B	\$3083.87
			DD-USAA Federal Savi	\$588.48
			Globe Life	\$217.03
	GRAND TOTAL	Wages Total	\$15729.23	Deductions Total
				\$15729.23
			Net Pay	\$0.00

Installed by the TOWN OF LYNNVILLE-2018
Fund Report
 All Funds
 From 12/01/2023 Thru 12/31/2023
 Grouped By Bank Number
 Ordered By Bank Number, Fund Number

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
**Bank Number 0							
1101 GENERAL	79441.71	85641.34	89919.36	55606.24	33693.69	14136.23	75163.70
1176 ARPA GRANT - COMMUNITY CENTER	13656.99	160851.58	172708.57	1800.00	0.00	0.00	1800.00
1177 ARP GRANT	54918.48	0.00	44618.58	10299.80	0.00	0.00	10299.80
2201 MVH - MOTOR VEHICLE HIGHWAY	49963.39	33552.16	53036.06	32438.08	0.00	1958.59	30479.49
2202 LRS - LOCAL ROADS AND STREET	28910.94	16281.62	10513.70	34678.86	0.00	0.00	34678.86
2203 MVH-50% RESTRICTED	29044.37	14860.85	7637.60	36267.62	0.00	0.00	36267.62
2217 DONATION	137.08	6991.35	1825.55	6174.14	0.00	871.26	5302.88
2240 PUBLIC SAFETY	44117.34	52884.61	33411.53	66131.48	0.00	2541.06	63590.42
2242 RAINY DAY FUND	57456.00	0.00	6249.31	51206.69	0.00	0.00	51206.69
2256 OPIOID SETTLEMENT UNRESTRICTED	730.91	130.79	0.00	861.70	0.00	0.00	861.70
2257 OPIOID SETTLEMENT RESTRICTED	1705.44	382.12	0.00	2087.56	0.00	0.00	2087.56
2270 TECUMSEH TRAIL FUND-MAINTENANCE AND DONATION	2051.71	5000.00	6350.31	1352.72	0.00	651.32	701.40
4401 CCI - CUMULATIVE CAPITAL IMPROVEMENTS	4197.07	964.72	0.00	5161.79	0.00	0.00	5161.79
4405 PUBLIC IMPROVEMENT PROJECTS	297094.84	0.00	8300.00	288794.84	0.00	0.00	288794.84
4437 LIT - LOCAL INCOME TAX	40078.49	70545.84	54593.30	64914.35	0.00	8883.32	56031.03
SubTotal Bank Number 0	703504.76	448086.98	489163.96	657775.87	33693.69	29041.78	662427.78
**Bank Number 1							
6101 WTP-CASH OPERATING-DAILY DEPOSITS	124654.55	241445.56	349641.93	45000.91	20518.93	49061.66	16458.18
6103 WTP-DEPRECIATING	41367.84	7836.50	14805.85	33898.49	500.00	0.00	34398.49
6104 WTP-CUSTOMER DEPOSITS	44260.95	2100.00	3571.08	42689.87	200.00	100.00	42789.87
6201 WWTP-CASH OPERATING-DAILY DEPOSITS	286805.96	380397.10	454394.39	219504.51	30478.77	37174.61	212808.67
6202 WWTP-BOND/INTEREST	83764.13	78000.00	75180.31	80083.82	6500.00	0.00	86583.82
6203 WWTP-DEPRECIATING	89219.96	15597.02	64614.15	38202.83	1000.00	0.00	39202.83
9906 CONSTRUCTION IN PROGRESS -	676487.97	0.00	292406.93	386081.04	0.00	0.00	386081.04

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
SPURGEON PROJECT							
SubTotal Bank Number 1	1347561.36	725376.18	1254614.84	845461.47	59197.70	86336.27	818322.90
**Bank Number 4							
7701 PAYROLL	5212.93	314096.69	316211.82	2911.20	23821.66	23635.06	3097.80
SubTotal Bank Number 4	5212.93	314096.69	316211.82	2911.20	23821.66	23635.06	3097.80
**Bank Number 5							
2226 COMMUNITY CENTER	16918.61	17041.13	15844.11	18033.90	1163.35	1081.62	18115.63
SubTotal Bank Number 5	16918.61	17041.13	15844.11	18033.90	1163.35	1081.62	18115.63
**Bank Number 6							
2208 FIRE TERRITORY EQUIPMENT	8179.36	29547.23	22024.36	18726.66	12477.57	15502.00	15702.23
2209 FIRE PROTECTION TERRITORY	198552.10	156596.95	134616.77	173212.86	67201.11	19881.69	220532.28
4410 FIRE PROTECTION TERRITORY - NEW VEHICLE	32989.60	0.00	0.00	32989.60	0.00	0.00	32989.60
SubTotal Bank Number 6	239721.06	186144.18	156641.13	224929.12	79678.68	35383.69	269224.11
**Bank Number 8							
6301 WWTP-CONSTRUCTION	2511.00	0.00	2511.00	0.00	0.00	0.00	0.00
SubTotal Bank Number 8	2511.00	0.00	2511.00	0.00	0.00	0.00	0.00
**Bank Number 9							
2204 LYNNVILLE PARK	157209.48	286045.07	271417.45	179126.19	6387.06	13676.15	171837.10
SubTotal Bank Number 9	157209.48	286045.07	271417.45	179126.19	6387.06	13676.15	171837.10
*** GRAND TOTAL ***	2472639.20	1976790.23	2506404.11	1528237.75	203942.14	189154.57	1943025.32

2105A

INVOICE



Billing Date: 1/17/2024
 Bill Number: INFLS01990124
 Bill Type: GEN
 Project Number: 50763-2531857
 Questions? Call: 877-462-6640

Description:
 TOWN OF LYNNVILLE SR 61 BEAUTIFICATION PROJECT

Charge Description:	Hours:	Amount:
ADVANCE PAYMENT		\$48,295.70

APPROVED
 FEB 06 2024

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Total Amount Due Upon Receipt: \$48,295.70

Please write the Bill Number on your check. Mail bottom stub with your payment to address below.

In the event your check for payment of your Frontier Communications invoice is returned by your bank for insufficient or uncollected funds, Frontier may resubmit your check electronically to your bank for payment from your checking account.



Bill Number: INFLS01990124

Total Amount Due Upon Receipt \$48,295.70

Please Pay By: 2/16/2024

\$, ,

SPECIAL PROJECTS BILLING

TOWN OF LYNNVILLE
 ATTN: RACHEL TITZER - PRESIDENT
 PO BOX 99
 LYNNVILLE, IN 47619

Frontier Communications
 PO BOX 639406
 Cincinnati OH 45263-9406



Date: 1-6-24

Lynnville Town Council
207 N Main St,
Lynnville, IN 47619
Attn: David Goldenberg

RE: Estimate # 5065

Dear Mr. Goldenberg,

This is in response to your request for FRONTIER to perform the following work:

Frontier will transfer existing fiber optic line and telephone cable from Central office and cross C/L at Sta 14+75 this will be intercepted at Sta 14+70, -29 where a new Duke pole will be placed. Frontier plans to splice fiber overhead but may place a handhole next to pole if there is not enough available slack. 25 pair cable will be transferred to new Duke power poles to Sta 12+49.97. 72 fiber optic line and 50 cable bored from respective ped/handhole to Sta 16+28 +29 where new 17"x24"x17" hand hole will be placed as well as a new 12"x32"x12" pedestal. 25 pair cable will be bored at 43 degrees taper from back of right-of-way to Library at Sta 16+50 -32 where a new 12"x32"x12" pedestal will be placed. A new fiber will also be placed in same bore. 72 fiber optic line and 50 cable bored from respective ped/handhole to Sta 18+26/29 -30 where new 17"x24"x17" hand hole will be placed as well as a new 12"x32"x12" pedestal. Two 50 pair cables and two 2" pvc will be bored at 5 degrees taper from back of right-of-way to Sta 19+45 +21 where a bore pit will intercept and bend the cable and 2" pvc 90 degrees to new pedestal being place at Sta 19+40 +150. Second 50 pair cable and 2" pvc will continue to pole located at Sta 21+61.84 +20.9. New 12"x32"x12" pedestal and 17"x24"x17" will intercept existing buried cable, new 50 pair cable and 2" pvc. New 50 pair cable and 2" pvc will be bored at 3-degree taper to back of right-of-way at new 12"x32"x12" pedestal placed at Sta 23+68, +31 and hand hole placed at Sta 23+58, +31 . 72 fiber optic line and 50 cable bored from respective ped/handhole under 3rd Street and tapered to the existing ROW to the existing pedestal located at Sta 24+98, +24. The Town of Lynnville will not be responsible for costs associated with placing fiber or hand holes along SR 61 between 1st and 3rd Streets. All copper cable will be spliced at each pedestal with terminals placed to tie in service drops to existing customers. A new service line will be bored to customer at 326 N MAIN ST, LYNNVILLE, IN. from new pedestal at STA 23+68, +31 and spliced to customers NID to maintain service. All overhead cables and abandoned power poles with current Frontier attachments along Main Street (SR 61) will be removed. The Town of Lynnville will not be responsible for costs associated with the aforementioned pole removals. Pedestal at Sta 19+45, +141 will be removed. An overhead drawing was issued in the same e-mail as this letter to help payee visualize the overall proposed project.

In addition to the above the customer or contractor will be responsible of the removal of the abandoned power poles if not removed beforehand and attached anchors/guys at no cost or liability to Frontier.

Your estimated cost for this project: \$ 48,295.70

Please be advised that Frontier Policy requires that you return this signed agreement, along with full advance payment, before your work will be scheduled. This price will be valid for sixty (60) days from the date of this letter.

If you agree to these terms, please sign below and e-mail this signed letter of agreement (both pages), to scott.d.shields@ftr.com. Frontier will start the billing process once the letter of agreement (LOI) is received.

Upon receipt of your signed agreement and payment, we will need to detail engineer the project and then your work order will be released to our Construction Department for scheduling.

Should you have any questions, or concerns regarding these terms, please contact me at 812-634-0335.

Sincerely,



Scott Shields

Frontier -- Signature

Outside Plant Engineer

Frontier - Title


I agree to the terms of this agreement:

Accepted (Signature):

Print Name & Title:

Company:

Billing Address:



Rachel Tiber President
Town of Lynnville
PO Box 99 Lynnville, IN 47619

Telephone #: 21 812-204-5395

Email address: Council@TownofLynaville.com

Date: 1/9/2024

Email address required, invoices are sent via email

Copies needed

David Goldenberg <dgoldenberg13@yahoo.com>

Tue 1/9/2024 11:13 AM

To:Lauri Stockus <clerk-treasurer@townoflynnville.com>

Lauri - I'll be up today to pick up the copies of the attachments sent from Frontier and to get the advertisement done by INDOT. While there I would also like to get a copy of the detailed billing submitted by Mr. Bruner for the 2023 year. To be clear I do not need the month overall, but I am looking for the detailed individual billings that makes up the totals.

I would like to also discuss what took place or did not take place as it pertains to the rental of the rec building and to determine what went wrong.

I anticipate being there between noon and 2.

Sent from my iPhone

David Goldenberg

Re: Lynnville town project

David Goldenberg <council1@townoflynnville.com>

Thu 2/1/2024 6:34 PM

To: Shields, Scott <scott.d.shields@ftr.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; council3@townoflynnvill.com <council3@townoflynnvill.com>

The bill will be approved at next town board meeting (feb. 6th) and check will then be sent out.

Get [Outlook for iOS](#)

From: Shields, Scott <scott.d.shields@ftr.com>

Sent: Thursday, February 1, 2024 5:52:58 PM

To: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; council3@townoflynnvill.com <council3@townoflynnvill.com>

Subject: RE: Lynnville town project

This is a follow up as I have not received notification of payment for the above invoice. I wanted to make sure that the invoice was received on your end. Frontier cannot schedule the project or order the materials until this is paid in full.

Thank you,

Scott Shields

OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana



From: Lauri Stockus <clerk-treasurer@townoflynnville.com>

Sent: Friday, January 5, 2024 8:13 PM

To: Shields, Scott <scott.d.shields@ftr.com>; Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; council3@townoflynnvill.com

Subject: Re: Lynnville town project

Thank you. I see the attachments now. I think this is good. I went back in my personal spam folder, and I think I found all the emails I was missing. I understand the emails now. I will look for your email on Monday. Thanks again.

Lauri Stockus

From: Shields, Scott <scott.d.shields@ftr.com>

Sent: Friday, January 5, 2024 7:01:12 PM

To: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; council3@townoflynnvill.com <council3@townoflynnvill.com>

Subject: RE: Lynnville town project

RE: Lynnville town project

Shields, Scott <scott.d.shields@ftr.com>

Thu 2/1/2024 5:53 PM

To:Lauri Stockus <clerk-treasurer@townoflynnville.com>;Rachel Titzer <council2@townoflynnville.com>;David Goldenberg <council1@townoflynnville.com>;council3@townoflynnvill.com <council3@townoflynnvill.com>

📎 1 attachments (313 KB)

INFLS01990124-01-17-2024 10-13-46.pdf;

This is a follow up as I have not received notification of payment for the above invoice. I wanted to make sure that the invoice was received on your end. Frontier cannot schedule the project or order the materials until this is paid in full.

Thank you,

Scott Shields

OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana



From: Lauri Stockus <clerk-treasurer@townoflynnville.com>

Sent: Friday, January 5, 2024 8:13 PM

To: Shields, Scott <scott.d.shields@ftr.com>; Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; council3@townoflynnvill.com

Subject: Re: Lynnville town project

Thank you. I see the attachments now. I think this is good. I went back in my personal spam folder, and I think I found all the emails I was missing. I understand the emails now. I will look for your email on Monday. Thanks again.

Lauri Stockus

From: Shields, Scott <scott.d.shields@ftr.com>

Sent: Friday, January 5, 2024 7:01:12 PM

To: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; council3@townoflynnvill.com <council3@townoflynnvill.com>

Subject: RE: Lynnville town project

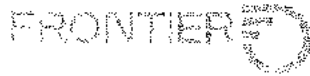
Not a problem! The e-mails copied were what I had originally replied to David, I apologize for the confusion. How far back do you need for me to go? I have attached the previous two e-mails, but I can go further back if needed. I also copied the original approved INDOT work plan for Frontier. I am still working on the final construction prints for Frontier's relocation. These plans will be more detailed to the specific construction Frontier will be executing to bury the cable and include the conduit runs with fiber for future use. There will also be units shown in the pricer indicating the town's responsibility vs. Frontier's responsibility. This will all be packaged with the LOI (letter of intent) that has the estimated cost due Frontier. I apologize that the full package isn't completed as promised. I should have this to everyone on Monday as I will continue to work tonight and this weekend to finish.

Thank you,

Scott Shields

OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana



From: Lauri Stockus <clerk-treasurer@townoflynnville.com>

Sent: Friday, January 5, 2024 6:32 PM

To: Shields, Scott <scott.d.shields@ftr.com>

Subject: RE: Lynnville town project

You are sending these messages to my personal email address which is not allowing me to see it all. I have also not received any attachments on my personal email. Will you please change my email address.

Lauri - clerk-treasurer@townoflynnville.com

Rachel - council2@townoflynnville.com

David - council1@townoflynnville.com

Doris - council3@townoflynnville.com

I included the Council member's official addresses also. These addresses are in compliance with the state and automatically archive for the amount of time the state requires. I am sorry to be a pain but we are supposed to be using these for any official Town business will you please send me the attachment for the 2 drawings David is referencing please.

Lauri Stockus

Clerk-Treasurer

Town of Lynnville

clerk-treasurer@townoflynnville.com

812-922-5111

From: David Goldenberg <dgoldenberg13@yahoo.com>

Sent: Thursday, January 4, 2024 9:18 PM

To: Lauri Stockus <clerk-treasurer@townoflynnville.com>

Subject: Fwd: Lynnville town project

Can you print out the two drawings?

Sent from my iPhone

David Goldenberg

Begin forwarded message:

From: David Goldenberg <council1@townoflynnville.com>

Date: January 4, 2024 at 4:58:53 PM CST

To: "Shields, Scott" <scott.d.shields@ftr.com>, David Goldenberg <dgoldenberg13@yahoo.com>

Cc: Lauri Stockus <jastockus@yahoo.com>, Rachel Titzer <rachelreneapmu@gmail.com>, Doris Horn <council3@townoflynnville.com>

Subject: Re: Lynnville town project

Ok gang - anyone knows whose lines these are going down Main???

Get [Outlook for iOS](#)

From: Shields, Scott <scott.d.shields@ftr.com>
Sent: Thursday, January 4, 2024 4:20:41 PM
To: David Goldenberg <dgoldenberg13@yahoo.com>
Cc: Lauri Stockus <jastockus@yahoo.com>; Rachel Titzer <rachelrenea@pmu@gmail.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>
Subject: RE: Lynnville town project

David,

I wanted you to know that I am still working on the estimate for the city of Lynnville. I am still hoping to have it completed by Friday, but the engineering work plan must be changed and re-approved by INDOT. The main reason I am sending this e-mail is because I errored while submitting Frontier's workplan to INDOT incorrectly identifying Frontier had overhead service lines attached to poles on the west side of SR 61 between STA 22+15, -20.4 and 23+69.03, -21.7 (Third Street intersection). I now see that this is a fiber optic line and does not involve Frontier. I have attached the work plan drawing editing the error with strike through or clouding the location. I also attached the Google image of the line and poles. This appears to be a fiber optic line; I am not sure who the owner of the poles or fiber would be as Frontier records does not show any co-attachments on Frontier owned poles in Lynnville.

The good news is that Frontier's cost estimate will be lower. However, I wasn't sure if the town of Lynnville would need to address this overhead line with the owner as it is inside the area of "no overhead facilities" that Frontier is currently engineering to avoid on the opposite side of the road. Let me know if you have any questions.

Thank you,

Scott Shields
OSP Engineer, OSP Engineering
scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana



From: Shields, Scott
Sent: Tuesday, January 2, 2024 12:02 PM
To: David Goldenberg <dgoldenberg13@yahoo.com>
Cc: Lauri Stockus <jastockus@yahoo.com>; Rachel Titzer <rachelrenea@pmu@gmail.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>
Subject: RE: Lynnville town project

David,

I hope everyone had a happy holiday. I wanted to get you up to date on your beautification project and the INDOT Road Move-Library fiber projects. INDOT has now sent all NTP finalized and approved plans to all the utilities. Frontier was informed by INDOT that the beautification work to bury lines would have to wait until the power and fiber lines were relocated. INDOT said that Frontier's estimated start date would be in March or April. I am still working on the Frontier drafting plans and task codes for the estimate. There was an issue with the power poles removal task being placed on the INDOT road move project while the cable removal was on this beautification

project. I think I have all the issues rectified so that the city isn't being billed for units that would have been part of the original road move. I should have Frontier's LOI with estimated costs for payment to you no later than 1-5-24 (Friday) barring any more unforeseen issues.

Thank you,

Scott Shields

OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana

[!\[\]\(cc25d66a253e8abef973a3641007bae5_img.jpg\)](#)

From: Shields, Scott

Sent: Tuesday, December 12, 2023 8:27 AM

To: David Goldenberg <dgoldenberg13@yahoo.com>

Cc: Lauri Stockus <jastockus@yahoo.com>; Rachel Titzer <rachelreneapmu@gmail.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>

Subject: RE: Lynnville town project

David,

INDOT sent the pre-approved notice to proceed and currently I am finalizing the engineering for the project to provide the town of Lynnville the Letter of Intent (LOI) of the estimated costs. You will receive the LOI package that includes the proposed plans once I have this completed. The town will need to pay the estimated amount and sign the LOI. The town will need to coordinate with INDOT as to the time frames. My understanding is that the power lines will take three months to complete before Frontier can start the work, I estimated three months for Frontier to complete. However, INDOT coordinates with all utilities and sends updates as the project progresses, so I expect timelines to be less generic in the future. My goal is to have the LOI to you before the new year so that you can budget accordingly.

Thank you,

Scott Shields

OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana

[!\[\]\(59f0787578e904376cbd9ab065793c8e_img.jpg\)](#)

From: David Goldenberg <dgoldenberg13@yahoo.com>

Sent: Thursday, November 30, 2023 10:38 AM

To: Shields, Scott <scott.d.shields@ftr.com>

Cc: Lauri Stockus <jastockus@yahoo.com>; Rachel Titzer <rachelreneapmu@gmail.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>

Subject: Re: Lynnville town project

Scott:

Can you provide me with an update on the Lynnville town project stands? I have a board meeting on Tuesday and this is part of our agenda. Has all coordination been completed with Indiana DOT? Can you provide me with a copy of the proposed plans for installation? Do you know of any conflicts with the installation such as water lines and or other cables that needs to be addressed and coordinated? What is the time frame for starting and completion of the project? Is there anything that the town of Lynnville needs to be doing to assist at this time?

On May 3, 2023, at 7:33 PM, David Goldenberg <council@townoflynnville.com> wrote:

Lauri - Please print out all emails and attachments in this thread.

Begin forwarded message:

From: "Shields, Scott" <scott.d.shields@ftr.com>
Subject: RE: Lynnville town project
Date: April 26, 2023 at 2:52:29 PM CDT
To: David Goldenberg <dgoldenberg13@yahoo.com>

Councilman Goldenberg,

Thank you for your time on the phone today and the information you provided. I am going to confirm with INDOT that Frontier can place the telephone cable in the right-of-way along Main Street(SR 61). Also, your description of the location is further south than previously estimated. This is not a problem, but I will need to verify right-of-way with INDOT and adjust the estimate accordingly. I have sent an e-mail to INDOT's utility coordinator; Broz, Gregory <Gregory.Broz@wsp.com>. I will go up the ladder if I don't get an answer by tomorrow.

I attached the e-mail of the last individual to contact me about this project. There have been three others, but I wanted to make you were aware of the latest.

Thank you,

Scott Shields
OSP Engineer, OSP Engineering

scott.d.shields@ftr.com | 812-634-0335 | Jasper, Indiana

-----Original Message-----

From: David Goldenberg <dgoldenberg13@yahoo.com>
Sent: Wednesday, April 26, 2023 11:41 AM
To: Shields, Scott <scott.d.shields@ftr.com>
Subject: Lynnville town project

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Thank you for taking the time to speak with me this morning. I look forward to working with you on the project to move cable from poles to underground from highway 68 down main street to The corner of 3rd and main.

Please go ahead and send me your best guess as to the costs so I can obtain bonding

for the project.

Matt at INDOT is the person to coordinate access with INDOT.

Let me know what I can do to get the project moving towards completion.

Sent from my iPhone
David Goldenberg
Board Member District One
Town of Lynnville
Lynnville, IN 47619
812-459-3751

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

<Mail Attachment.eml>

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This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

Lynnville Council Meeting Items

Aaron Rohner, PE <arohner@contactcei.com>

Thu 2/1/2024 4:03 PM

To: Rachel Titzer <council2@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>

Cc: Lauri Stockus <clerk-treasurer@townoflynnville.com>

📎 2 attachments (931 KB)

2024-01_Lynnville_Lead_Service_Line_Assist.pdf; 2024-02_Lynnville_Spurgeon_FM_Addtl_Service_Connetion.pdf;

Good afternoon!

I have a few items for the upcoming Board Meeting. Below are brief breakdowns of these items:

1. **SR 61 Water Line Relocation Project – Request for Authorization to Bid**

It appears that all easements have been recorded and all permits have been received. With that the next step is to commence the bidding process. With that, I would like to present this request at the upcoming board meeting.

2. **Lead Service Line Inventory Assistance - \$9,000**

As we discussed a few weeks back, Commonwealth has developed a contract to assist with completing of the Indiana Finance Authority (IFA) Lead Service Line Inventory. A recent revision to the Lead and Copper rule requires all communities with a public water system to develop a Lead Service Line (LSL) Inventory. All communities must have their LSL Inventory completed and have available publicly by October 16, 2024. The initial assembly of the LSL Inventory will be records based and structured in the "Service Line Inventory Template" issued by IDEM. The initial assembly will serve to meet the utilities obligation for the LSL Inventory and will be assembled as an Excel Spreadsheet so that it can be readily updated and submitted to appropriate agencies. Our proposed scope would be to take the water customers (address and meter numbers) and populate the IDEM developed inventory sheet in a manner suitable for submission. With this, Commonwealth will review historical records, assemble a customer questionnaire, develop a GIS Map, and compile a memorandum summarizing finds.

3. **Spurgeon/Lynnville Force Main Additional Service Connection - \$7,500 (Hourly Not to Exceed)**

This scope of services will include some analysis, system mapping, and connection detail for future service connections. As we discussed, there have been request/questions on the possibility of unsewered residents connecting to the Lynnville/Spurgeon force main. With that, as part of this scope, Commonwealth will provide a document identifying minimum pump design characteristics, material requirements, and the process of requesting to the force main. Not included in this scope, is the cost associated with the connection and a detailed ownership responsibility of the assets (legal and/or financial team assistance). In addition, overall service mapping will be provided for analysis of potential future developments. With that available capacity of the force main can be generally analyzed for potential growth.

If you have any further questions, please feel free to contact me via email or cell.

Thanks,

TASK ORDER

This is CEI Task Order No. 2024-01,
consisting of 4 pages.
Amending Task Order 2016-02

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 5, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Town of Lynnville, Misc. On-Call Services: Lead Service Line – Type 1 Assistance (C16079)
- B. Description: Lead Service Line – Type 1 Assistance
- C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.

2. Services of Engineer

- ~~Study and Report Services~~
- ~~Design Services~~
- ~~Bidding or Negotiating Services~~
- ~~Construction and Commissioning Services~~
- ~~Resident Project Representative Services~~

~~Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is incorporated by reference.~~

Other Services: as further described in the attached Scope of Services.

~~Additional Services~~

~~Part 6 of Exhibit A is incorporated by reference unless otherwise noted.~~

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: as further described in the attached Scope of Services.

TASK ORDER

4. Times for Rendering Services

PhaseCompletion DateOther Services

Within six (6) months of notice to proceed.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services		
Other Services	Lump Sum	\$9,000
	Total	\$9,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: N/A

7. Other Modifications to Agreement:

A. Article 8.04.A., "Engineer's Certifications", of the Agreement is hereby amended to include the following:

"4. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

5. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran."

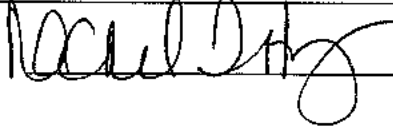
TASK ORDER

8. Attachments:
 - Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 – June 30, 2024
 - Scope of Services
9. Documents Incorporated By Reference: N/A
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

TASK ORDER

The Effective Date of this Task Order is _____, _____.

OWNER
TOWN OF LYNNVILLE

By: 

Name: Rachel Titzer

Title: Town Council President

Date Signed: 2/6/2024

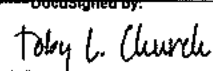
Attest: _____

By: 

Lauri Stockus

Title: Clerk-Treasurer

ENGINEER
COMMONWEALTH ENGINEERS, INC.

By: 
DocuSigned by:
3241EEE358E04F0...

Name: Toby L. Church, P.E., C.E.A.

Title: Vice President

Engineer License or
Firm's Certificate No. 11300603
State of: Indiana

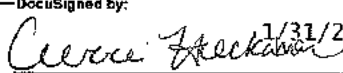
Date Signed: 2/1/2024

Attest: _____

By: 
DocuSigned by:
3E3AB46F876D42A...

Eric T. Parsley, P.E.

Title: Partner/Project Manager

CFO/Accounting
Approval: 
DocuSigned by:
9F8D23C207094E8... 1/31/2024

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Brian Cook

Title: Town Manager

Address: 312 Church Street, PO Box 99

Lynnville, IN 47619

E-Mail
Address: _____

Phone: (812) 922-5111

Fax: (812) 922-3264

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Eric T. Parsley, P.E.

Title: Partner/Project Manager

Address: 420 NW Fifth Street – Suite 201

Evansville, IN 47708

E-Mail
Address: eparsley@contactcei.com

Phone: (812) 474-1177

Fax: (812) 474-1176

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2023 – June 30, 2024

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 116.69	Environmental Compliance Manager	\$ 57.50
Principal II	\$ 107.06	Compliance Specialist	\$ 32.18
Principal I	\$ 97.86	Environmental Scientist	\$ 32.18
Project Manager IV	\$ 96.86	Construction Manager	\$ 61.06
Project Manager III	\$ 90.62		
Project Manager II	\$ 73.90	Resident Project Representative IV	\$ 47.83
Project Manager I	\$ 66.53	Resident Project Representative III	\$ 40.38
		Resident Project Representative II	\$ 36.44
Senior Electrical Engineer	\$ 90.62	Resident Project Representative I	\$ 32.50
Senior Process Engineer	\$ 79.85	Clerical III	\$ 40.01
		Clerical II	\$ 30.39
Project Engineer IV	\$ 75.24	Clerical I	\$ 22.29
Project Engineer III	\$ 60.30		
Project Engineer II	\$ 56.83	Reproduction Processor	\$ 27.86
Project Engineer I	\$ 52.70		
		Trainee	\$ 21.65
Engineering Intern III	\$ 46.84		
Engineering Intern II	\$ 44.05	CADD Specialist IV	\$ 45.83
Engineering Intern I	\$ 39.73	CADD Specialist III	\$ 41.63
		CADD Specialist II	\$ 35.60
		CADD Specialist I	\$ 28.51
Designer IV	\$ 57.91		
Designer III	\$ 53.41	Chief Technology Officer	\$ 66.88
Designer II	\$ 48.19	IT Tech	\$ 31.81
Designer I	\$ 38.90	Multimedia Coordinator	\$ 53.14
		Survey Manager	\$ 62.40
Operations Specialist	\$ 47.11	Surveyor	\$ 49.14
		Project Surveyor	\$ 43.78
Grants Manager	\$ 59.98	Field Technician	\$ 37.56

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 46.4654% and 96.4286% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3086 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants (not used without specific written consent of Owner): Actual Costs, plus 15% profit.

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.

COMMONWEALTH ENGINEERS, INC.

01.10.24

Town of Lynnville Proposed Scope of Work

Lead Service Line Inventory

- 1. (Records Based Assembly)**
- 2. Introduction:**
3. Recent revision to the Lead and Copper Rule requires all communities with a public water systems to develop a Lead Service Line (LSL) Inventory. All communities must have their LSL inventory completed and have available publicly by October 16, 2024. The initial assembly of the LSL Inventory will be records based and structured in the "Service Line Inventory Template" issued by IDEM. The initial assembly will serve to meet the utilities obligation for the LSL Inventory and will be assembled as an Excel Spreadsheet so that it can be readily updated and submitted to appropriate agencies.

Geographic Area:

The geographic area covered by this LSLI will be the limits of the Water Utility service area.

Timeline:

Scope of work herein will be completed within 6 months of Notice to Proceed.

Project Costs:

Compensation for the scope of work herein is \$9,000.00.

Scope of Work:

The steps associated with this Records Based LSL Inventory Assembly are as follows:

Step 1: Spreadsheet Inventory Establishment

Will be completed by Owner.

Step 2: Historical Records Review (as provided to Engineer by Owner)

These records can include:

- Previous materials evaluations that may have been performed on the water system.
- Identification of construction materials present in the distribution system,
- Materials evaluation used for identification of targeted sampling sites,
- Plumbing codes, permits, records on file at the building department (if applicable) reflective of plumbing materials used,
- Approximate dates of construction of homes / buildings provided with water service,
- Size (diameter) of service lines (if known),
- Local ordinances pertaining to service line materials of construction,
- Water system permits,
- Water system records
 - Distribution System Mapping,
 - Service Line Connections,

- Meter Installations,
- Capital Improvements,
- System Repair Records,
- Inspections,
- Standard Operating Procedures
- Known Location of Sensitive Areas: Daycares, Schools, Multifamily homes, etc.
- Known Location of Disadvantage Neighborhoods: Low-income, High percentage of minority population, etc.
- GIS or Digital Mapping if available
- Other pertinent information as provided by Utility Staff.

Note: Tap cards (or drill cards) recorded when a service line is tapped into the water main and connected to an individual home/building are of specific interest as these cards typically contain installation date, pipe diameter, and pipe material and are to be used

Step 3: Aid in assembly of customer questionnaire (if not assembled already) and inclusion of information obtained from said questionnaires.

The questionnaire will succinctly identify pictures of commonly found pipe materials requesting water customers identify what material(s) most closely represents that within their home/building. The questionnaire will also request input on approximate date(s) of construction of the home/building.

Step 4: Screening

Given the information gathered through Steps 1, 2, and 3, service lines will be categorized by:

1. Observed / documented material types.
2. If material types are not observed/documentated, they must be assumed to be lead.
3. Completed questionnaires will be incorporated into the analysis.
 - a. Questionnaires are applicable to the homeowner side of the service line only, however, the information contained in the analysis will be documented on the utility side as increasing the likelihood of similar materials being present. If either side is noted to be lead or galvanized, the entire line will be flagged as such.
4. Undocumented / unobserved service lines assumed to be lead will be further categorized through the following screening methodology:
 - a. Date of installation
 - i. Tax records and/or information provided by the community will be utilized to identify date of construction (home/building).
 - ii. Installations that have occurred prior to and including the 1940s will be identified as highly suspect of containing lead.
 - iii. Installations between the 1940s and 1980s will be identified as suspect of containing lead.
 - iv. Installations after 1986, when the Safe Drinking Water Act lead ban came into effect will be denoted as unlikely to contain lead.
 - b. Size of service line

- i. Service lines 2-inch or less with either undocumented installation date or installation date prior to 1986 will be considered more likely to contain lead than similar lines greater than 2-inch diameter.
- c. Municipal / Plumbing Codes
 - i. If provided, they will be incorporated to bring further detail to installation dates and likely material types.
 - ii. Said codes may alter the afore denoted timeline analysis.
- d. Records of Construction
 - i. If records of construction exist that contradict the above timeline, this information will be factored into the ranking system for likelihood of lead / non-lead service lines.
- e. Sensitive Population
 - i. If a sensitive population is served (day care, school, multifamily home, retirement facility, etc.) the undocumented service line will receive an elevated ranking.
- f. Disadvantaged Neighborhood
 - i. If the line serves someone determined to be in a "disadvantage neighborhoods" (based on affordability guidelines) the service line will receive an elevated ranking.
- g. Magnitude of Unknowns
 - i. If little is known about the service line, it will receive an elevated ranking.

Conclusions:

The above outlined activities will be employed to create the required LSL Inventory. Once created, and replacement work ranked, the LSL Inventory will be reviewed with the Owner to both satisfy the requirements for a completed LSL Inventory by October 16, 2024, and determine next steps.

Potential Next Steps (Outside the Scope of this Contract):

1. Prioritization
The above ranking system will generate a means to prioritize future endeavors to further characterize/confirm service line material and/or determine order of lead service line replacement work activities.
2. Asset Management Plan Update with prioritization and planned improvements.
3. Field Investigation
To reduce unknowns in the system as expeditiously as possible, select field investigation may prove prudent. Field investigation can focus on:
 - a. Verification of its historical records.
 - b. Verification of highly probably land lines in Records base inventory.
 - c. Obtaining a sampling of service line materials in targeted areas to aid in assessing probability.
 - d. Verification of vulnerable areas (schools, child care facilities, etc.)Further prior to mobilization of field activities, the Engineer will assemble a questionnaire for all homeowners requesting identification of material type by providing example pictures for homeowner selection. The utility will mail and receive these questionnaires and provide to the Engineer.

TASK ORDER

This is CEI Task Order No. 2024-02,
consisting of 4 pages.
Amending Task Order 2016-02

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 5, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Town of Lynnville, Misc. On-Call Services: Spurgeon/Lynnville Force Main Additional Service Connections (C16079)

B. Description: Spurgeon/Lynnville Force Main Additional Service Connections

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.

2. Services of Engineer

~~Study and Report Services~~

~~Design Services~~

~~Bidding or Negotiating Services~~

~~Construction and Commissioning Services~~

~~Resident Project Representative Services~~

~~Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is incorporated by reference.~~

Other Services:

a. Engineer will provide a map of the Spurgeon/Lynnville Force Main route for potential service connections to the Town of Lynnville.

b. Engineer will provide a specification/detail sheet for additional service connections along the Spurgeon/Lynnville Force Main. Scope of Services include:

- Minimal Pump Design Requirements – rough detail of a typical grinder station.
- Tie-In Requirements
 - Request for connection process

TASK ORDER

- Material/Detail requirement for the connection
- NOT INCLUDED – Others to provide this information
 - Tap Fee and Sewer Rate
 - Ownership responsibilities

Additional Services

~~Part 6 of Exhibit A is incorporated by reference unless otherwise noted.~~

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: Owner to provide tap fee and sewer rates.

4. Times for Rendering Services

Phase

Completion Date

Other Services

As directed by Owner.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services		
Other Services	Hourly Not to Exceed	\$7,500
	Total	\$7,500

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: N/A

7. Other Modifications to Agreement:

A. Article 8.04.A., "Engineer's Certifications", of the Agreement is hereby amended to include the following:

"4. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all

TASK ORDER

its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

5. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran.”
8. Attachments:
 - Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 – June 30, 2024
9. Documents Incorporated By Reference: N/A
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

TASK ORDER

The Effective Date of this Task Order is _____.

OWNER
TOWN OF LYNNVILLE

By: 

Name: Rachel Titzer

Title: Town Council President

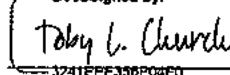
Date Signed: 2/6/2024

Attest: 

By: Lauri Stockus

Title: Clerk-Treasurer

ENGINEER
COMMONWEALTH ENGINEERS, INC.

By: 

Name: Toby L. Church, P.E., C.E.A.

Title: Vice President

Engineer License or Firm's Certificate No. 11300603

State of: Indiana

Date Signed: 2/1/2024

Attest:  2/1/2024

By: Eric T. Parsley, P.E.

Title: Partner/Project Manager

CFO/Accounting Approval:  2/31/2024

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Cook

Title: Town Manager

Address: 312 Church Street, PO Box 99

Lynnville, IN 47619

E-Mail Address: _____

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faegredrinker.com

Scott E. Peck
Partner
scott.peck@faegredrinker.com
+1 317 237 1075 direct
+1 317 508 6695 mobile

Faegre Drinker Biddle & Reath LLP
300 North Meridian Street, Suite 2500
Indianapolis, Indiana 46204
+1 317 237 0300 main
+1 317 237 1000 fax

February 5, 2024

CONFIDENTIAL

Town of Lynnville, Indiana
c/o Lauri Stockus, Clerk-Treasurer
207 Main Street
Lynnville, IN 47619

RE: Engagement Letter

Dear Ms. Stockus:

Thank you for asking Faegre Drinker Biddle & Reath LLP (the "Firm") to represent the Town of Lynnville, Indiana (the "Town"). This letter will confirm the terms of our engagement.

1. Client and Scope of Representation. We will represent the Town in connection with bond counsel services in connection with the issuance of bonds and/or notes and such other matters as we may mutually agree. In this engagement, we are not representing others, including your parent or other owners, investors, subsidiaries, or other affiliates, or your directors, officers, or employees. If we represent the Town in other matters, this letter will apply unless we otherwise agree in writing.

2. Fees. Our fees will be based principally on the experience of the people providing services to you, and the actual hours worked, unless otherwise agreed. The current hourly rate for the attorney expected to work on these matters is \$805. Our rates are subject to change annually, on January 1, based on each individual's experience and other factors. Services rendered after the date of any rate change will be billed at the new rates.

3. Expenses and Disbursements. We will bill the Town for certain disbursements and expenses that we incur on your behalf. Expenses may include charges for international telephone calls, photocopying, computerized research, database management, mass mailings, and express delivery. The amounts we charge generally reflect our actual direct and indirect costs, but some amounts may be more or less than our actual costs. Disbursements may include travel expenses, filing and other fees, and bills rendered to the Firm by third-party service providers. In the case of certain expenditures on your behalf, we may send bills from third-party service providers to you for direct payment.

4. Invoices. As is customary with bond and note financings, we will provide you one or more invoices at or near the closing of the financing. Each invoice will include a description of the services performed and a description of any expenses and disbursements

incurred by us on your behalf for which we expect reimbursement. Payment of our invoices is due on receipt. Please contact me if you have questions about any of them.

5. Standard Terms of Engagement. The Standard Terms of Engagement ("Standard Terms") attached to this letter are incorporated herein. Where the terms and conditions of this letter and the Standard Terms differ, this letter shall control. In particular, the Standard Terms include:

(a) An agreement to arbitrate all disputes, which affects your rights. Disputes in arbitration are resolved without a jury and with less discovery and less appellate review than a court proceeding; and

(b) Your agreement to our future representation of other clients who may have interests adverse to you in unrelated matters.

6. Conclusion of Representation. Either you or the Firm may terminate this engagement at any time, with or without cause, and without further obligation by either you or us (other than our obligation to return to you any unused advance balance and any documents or other property you sent us and then in our possession and, if we are then representing you in any litigation, any obligation that may be imposed by rules of the court in which the litigation is then pending, and your obligation to pay us the unpaid balance of any billed or unbilled fees and disbursements and expenses that are then accrued). Our representation of you will end in any event and without further notice upon the earlier of (a) our completion of all matters on which we have been engaged or (b) whenever there is no outstanding request from you for legal services and one year has elapsed since our last recorded work for you.

7. Entire Agreement and Miscellaneous. You and we understand that this letter, including the Standard Terms of Engagement and any other attachments, constitutes the entire agreement pertaining to the engagement of the Firm by you, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative or a referral organization unless agreed to in writing by the Firm. Acknowledgements in an electronic billing system shall not be deemed an agreement by the Firm of the acceptance of any such policy, procedure, guidelines or correspondence.

Standard Terms of Engagement

1. **Budgets and Estimates.** It is impractical to determine in advance the amount of effort required to complete work on a matter or the total amount of fees and costs that may be incurred. Any estimates or budgets provided are not intended to be binding, are subject to unforeseen circumstances and adjustments, and by their nature are inexact.

2. **Accuracy of Information.** Our ability to represent you depends on your cooperation and the accuracy and completeness of the information you provide to us. You agree to furnish us throughout our engagement all information that we deem necessary to perform the services described in our engagement letter, including informing us of all persons and entities that are or may become involved in the matter so that we may conduct a conflicts check. You agree to review all documents provided by us for their accuracy and completeness before any use thereof.

3. **Other Clients.** The Firm represents clients in various industries, sectors and businesses around the world. The Firm's representation of you shall not preclude the Firm from representing either existing or future clients that are involved in the same industries, sectors or businesses in which you are involved or in any other sector, business or industry.

4. **Advance Consent to Future Conflict Matters.** It is possible that, from time to time, we may be asked to represent other clients (a) in disputes or transactions in which our other clients' interests are directly or indirectly adverse to your interests, or (b) in matters which otherwise present a conflict of interest under applicable Rules of Professional Conduct governing the legal profession (collectively, "Future Conflict Matters"). We will not act as plaintiff's counsel in litigation or arbitration against a current client ("Litigation Against You"). However, in recognition of our need to serve the interests of our many clients, and as a condition of our accepting you as a client, **this confirms your agreement and consent that the Firm may, without further notice to you, represent other clients in Future Conflict Matters (except Litigation Against You) so long as those matters are not substantially related to any matter in which we are acting or have acted as your legal counsel.** (Matters are "substantially related" if they involve the same transaction or legal dispute, or if there otherwise is a substantial risk that confidential, factual information obtained in the course of representing one client would materially advance another client's position against that client.)

5. **Examples of Matters Covered by the Advance Consent to Future Conflict Matters.** The following are examples of the types of Future Conflict Matters in which you are consenting that we may be adverse to you:

a. Transactional matters to which you are a party, such as contract negotiation and documentation, real estate transactions, financing transactions (including leases, loan originations and workouts), and mergers and acquisitions;

b. Intellectual property matters such as providing evaluations, constructions or opinions on infringement, enforceability or validity that might involve your intellectual property or technology;

c. Bankruptcies, receiverships and other insolvency proceedings in which you are an interested party, including representations of debtors, trustees, receivers, committees or other creditors in matters where you are a creditor or other interested person;

d. Representation of defendants or third parties in litigation or arbitration matters in which you are a plaintiff, co-defendant or third-party plaintiff, including defense of claims, cross-claims or third-party claims you are asserting, and prosecution of counterclaims or cross-claims against you; and

e. Representation of non-parties (such as witnesses or subpoena recipients) in litigation or arbitrations to which you are a party, and representation of parties in litigation or arbitration in which you are a non-party witness or subpoena recipient.

6. **Work Product.** All client supplied materials, correspondence with you or with third parties and all attorney end-product are your property. Except to the extent provided by applicable Rules of Professional Conduct or other law, all other materials and documents are attorney file materials and are Firm property.

7. **No Duty to Update After Completion.** You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your rights and liabilities. Unless you engage the Firm after the matter's completion to provide additional advice or representation on issues arising from the matter, we have no continuing obligation to advise you as to future developments.

8. **Records Retention.** Unless you request in writing that we deliver files and records for a matter to you (or transfer the files to other counsel) within ten years after our involvement in the matter has ended, we will have no obligation to retain the files, and we may destroy them without further notice to you.

9. **Governing Law.** Except as may otherwise be required pursuant to the applicable Rules of Professional Conduct or law, all questions arising under or involving this

engagement or concerning rights and duties between us will be governed by the laws of the State of Delaware (excluding choice of law provisions).

10. Agreement to Arbitrate. All Disputes (as defined below) shall be resolved through individual binding arbitration. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in a proceeding in a court. In addition, by agreeing to arbitrate, both you and the Firm are agreeing to waive the right to a jury trial. For the purposes of this section, a "Dispute" is defined as any controversy or claim, whether in tort, contract, or otherwise, arising out of or relating to the relationship between you and your Arbitration Parties and the Firm and its Arbitration Parties or the services provided or the fees charged by the Firm or its Arbitration Parties. A Dispute, however, does not include (i) any issues relating to the existence, scope, validity, or enforceability of this arbitration provision or (ii) any controversy or claim relating to fees charged that a Client Arbitration Party elects to resolve pursuant to an applicable jurisdiction's optional fee dispute arbitration or mediation process (information on these processes can be provided upon request). Arbitration Parties are defined as a party's affiliates, successors, owners, partners, principals, attorneys, officers, directors or employees.

11. Arbitration Procedures. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and conducted, except as otherwise agreed in writing, in accordance with either (i) the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules if you are located in the United States or (ii) the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration if you are located in a jurisdiction other than the United States. The arbitration shall be conducted before a panel of three neutral arbitrators and shall be commenced and held in the city and state in which the lawyer who has primary responsibility for your matter has his or her principal office. All aspects of the arbitration, including the fact that there is an arbitration proceeding, shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements, including as may be necessary or desirable to enforce the decision of the arbitrators. The result of the arbitration shall be binding on the parties and judgment on the arbitrators' award may be entered in any court having jurisdiction. **By agreeing to arbitrate, you also waive the right to prosecute or participate in a class action, collective action, or other representative action.** This class action waiver is a material and essential part of and cannot be severed from this arbitration provision.

12. Waiver of Jury Trial. You waive any right you may have to a trial by jury of any dispute arising under

or relating in any way to the engagement letter, these Standard Terms of Engagement or the Firm's services.

13. Independent Advice. You have been afforded the full opportunity to review the engagement letter and these standard terms and to seek the advice of independent counsel.

14. Fee Arbitration – New York Only. If a dispute arises between us relating to our fees, you have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts in New York, a copy of which will be provided to you upon request.

15. Public Identification of Client. The Firm sometimes identifies clients in presentation to prospective clients or in various public communications, including press releases, our website, and other publications used to describe our Firm, our lawyers and our capabilities, and to clear conflicts. In connection with and as a part of such communications, we sometimes describe the nature of work done for particular clients. If you do not wish for the Firm to reveal your name and the nature of the Firm's work for you, please notify us in writing.

16. Client Representations. You represent and warrant that (1) you are not, and you are not owned more than 50% by any party or combination of parties, named on the "List of Specially Designated Nationals and Blocked Persons" ("SDN List") maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other list inclusion on which would prohibit or restrict the Firm from transacting business with you or that would prohibit you from making payment of amounts owed to the Firm without authorization from the U.S. Government; (2) you are not, and you are not owned more than 50% by any party or combination of parties, subject to any other sanctions programs administered by OFAC such as, but not limited to, the List of non-SDN Menu-Based Sanctions ("Non-SDN MBS"), or by individuals normally resident in or entities incorporated to do business in countries or geographic regions subject to comprehensive geographic sanctions administered and enforced by OFAC ("Embargoed Jurisdictions"). Such Embargoed Jurisdictions may include the following countries and geographic regions: Cuba, Iran, North Korea, Syria, and the Crimean Region of the Ukraine, the so-called Donetsk People's Republic and the Luhansk People's Republic region in Ukraine), and are subject to change from time to time; (3) you are in material compliance with all applicable laws and regulations relating to the prevention of money laundering and the financing of terrorism; and (4) you will not cause the Firm to violate any laws or regulations administered or enforced by OFAC. In the event you are or become in breach of any of the foregoing representations and warranties during the period of this engagement, you will immediately notify the Firm and said breach will constitute cause for the Firm to terminate this engagement immediately and without prior notice.

By telling us to proceed, you agree that this letter, together with the attached Standard Terms will govern our relationship. For the sake of good order, however, we request that you countersign and return to us the enclosed copy of this letter.

Very truly yours,



Scott Peck

SEP

Attachment (Standard Terms of Engagement)

ACKNOWLEDGED and AGREED TO

this 5th day of February, 2024.

TOWN OF LYNNVILLE, INDIANA

By: 

Its: _____

RESOLUTION NO. 2024-1

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LYNNVILLE, INDIANA, APPROVING A LEASE BETWEEN
THE TOWN OF LYNNVILLE REDEVELOPMENT AUTHORITY
AND THE TOWN OF LYNNVILLE REDEVELOPMENT COMMISSION,
APPROVING THE LEVY OF A SPECIAL TAX FOR THE PAYMENT OF THE
RENTALS DUE THEREUNDER, AND REGARDING CERTAIN RELATED MATTERS**

WHEREAS, on October 26, 2023, the Town of Lynnville Redevelopment Commission (the "Commission") adopted its Resolution No. 2023-2, which, among other things, (i) preliminarily approved a proposed lease (the "Lease") between the Town of Lynnville Redevelopment Authority (the "Authority") and the Commission for certain land and public improvements consisting primarily of street, road, sidewalk, lighting and building improvements (the "Public Improvements") located within the Town of Lynnville, Indiana (the "Town"), all of which will be in, serving or benefiting the Lynnville Downtown Redevelopment Area (the "Area"), and (ii) authorized the publication of a notice of public hearing on the Lease pursuant to Indiana Code 5-3-1; and

WHEREAS, the Commission scheduled a public hearing on the Lease on December 26, 2023 pursuant to Indiana Code 36-7-14-25.2, and said public hearing was held and all interested parties were provided the opportunity to be heard at the hearing; and

WHEREAS, the Commission, at its meeting on December 26, 2023, adopted its Resolution finding, pursuant to Indiana Code 36-7-14.5-14, that the rental payments to be paid by the Commission to the Authority pursuant to the Lease, at a rate not exceeding One Hundred Sixty Thousand Dollars (\$160,000) per year in semiannual installments, for a Lease term not to exceed twenty (20) years, beginning not earlier than July 1, 2025, through the expiration of the Lease, are fair and reasonable, and finding, pursuant to Indiana Code 36-7-14-25.2, that the use of the Public Improvements throughout the term of the Lease will serve the public purpose of the Town and is in the best interests of its residents; and

WHEREAS, the Authority, at its meeting on January 31, 2024, adopted its Resolution approving the proposed Lease and expressing its intent to issue lease rental bonds payable from lease rentals due under the Lease (the "Bonds") for the purpose of financing the Main Street Improvements Project, the Tecumseh Trail Lighting Project, and the Town Building Improvements Project (collectively, the "Projects"), all of which are more particularly described in the Lynnville Downtown Redevelopment Plan, all to be located in, serving or benefiting the Area, together with expenses incurred in connection therewith, including the costs of the issuance of bonds therefor; and

WHEREAS, the Town Council of the Town (the "Town Council") desires to approve the Lease, pursuant to Indiana Code 36-7-14-25.2, which requires that any lease approved by a resolution of the Commission must be approved by a resolution or ordinance of the Town Council, as the fiscal body of the Town; and

WHEREAS, the Town Council desires to approve the issuance of the Bonds pursuant to Indiana Code 36-7-14.5-19; and

WHEREAS, the Commission contemplates that the lease rental payments under the Lease shall be payable from a special tax levied upon all of the taxable property within the Redevelopment District of the Town of Lynnville, Indiana (the "District"); and

WHEREAS, the Town Council now further desires to approve the use of a special tax levied upon all of the taxable property within the District, as described above;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, AS FOLLOWS:

Section 1. As required by Indiana Code 36-7-14-25.2(c), the Town Council hereby sets forth the following terms and other matters related to the Lease:

(a) The maximum annual lease rental for the Lease is One Hundred Sixty Thousand Dollars (\$160,000).

(b) The maximum term of the Lease is twenty (20) years, commencing on the date of the first lease rental payment due on the Lease which will not be earlier than July 1, 2025.

(c) The other terms required by Indiana Code 36-7-14-25.2(c)(2) are set forth in paragraph 4 of this Resolution.

Section 2. The Town Council hereby finds that the lease rental payments due under the Lease, as approved by the Commission, are fair and reasonable, and further finds that the use of the Public Improvements throughout the term of the Lease will serve the public purpose of the Town and is in the best interests of its residents.

Section 3. The Town Council hereby approves the Lease, as approved by the Commission, pursuant to Indiana Code 36-7-14-25.2, in substantially the form provided at this meeting and attached hereto as Exhibit A.

Section 4. To the extent required by Indiana Code 36-7-14.5-19(a), the Town Council hereby sets forth the following terms and other matters related to the Bonds:

(a) The public purpose of the Bonds is to acquire the Public Improvements, for the ultimate purpose of providing funding for the Projects.

(b) The proceeds of the Bonds will be used to (a) finance the acquisition of the Public Improvements (for the ultimate purpose of providing funding for the Projects), (b) fund all or a portion of a debt service reserve fund (or pay for the costs of a reserve fund surety bond therefor), if determined by the Commission to be necessary and appropriate, (c) pay capitalized interest due on the bonds, and (d) pay certain financing and other expenses incidental thereto, including all expenses incurred in connection with or on account of the issuance of the Bonds therefor.

(c) The maximum principal amount of the Bonds is One Million Six Hundred Thousand Dollars (\$1,600,000).

(d) The Bonds shall mature not later than twenty (20) years after the date of issuance of the Bonds.

(e) The Bonds shall bear interest at a rate or rates not exceeding seven percent (7.0%) per annum.

(f) The Bonds may be subject to optional redemption prior to maturity beginning on a date not earlier than approximately five (5) years from the date of issuance of the Bonds. All or a portion of the Bonds may further be issued as "term bonds" subject to mandatory sinking fund redemption.

(g) The Authority expects that it will capitalize interest on the Bonds for a period beginning on the date of issuance of the Bonds through January 15, 2025.

Section 5. The Town Council hereby approves of the issuance of the Bonds by the Authority, pursuant to Indiana Code 36-7-14.5-19(a). To the extent required by Indiana Code 36-7-14.5-18 and Indiana Code 36-7-14.5-21, the Town Council further approves the purchase of the Public Improvements by the Authority and the entering into a trust indenture between the Authority and a corporate trustee pursuant to which the lease rentals due under the Lease will be pledged and assigned as security for the payment of the Bonds.

Section 6. Pursuant to Indiana Code 6-1.1-17-20.5, the Town Council hereby approves the use of a special tax levied upon all of the taxable property within the District, to be used for the payment of the lease rental payments due under the Lease.

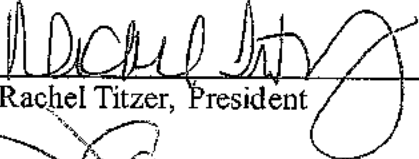
Section 7. The President of the Town Council and the Clerk-Treasurer of the Town are hereby authorized and directed to take all such further action or execute and/or attest such agreements as are necessary or appropriate to effectuate this Resolution.

Section 8. This Resolution shall be in full force and effect from and after passage by the Town Council.


* * * * *

PASSED AND ADOPTED this 6th day of February, 2024, by the Town Council of the Town of Lynnvillle, Indiana.

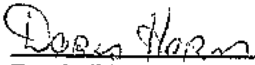
TOWN COUNCIL OF THE
TOWN OF LYNNVILLE, INDIANA



Rachel Titzer, President




David Goldenberg, Member



Doris Horn, Member

ATTEST:



Lauri Stockus, Clerk-Treasurer

EXHIBIT A

FORM OF LEASE

ORDINANCE #2024-2

AN ORDINANCE TO AMEND ORDINANCE #2007-12 TO ADD PARK RULES AND REGULATIONS

WHEREAS, the Lynnville Town Council has previously adopted Ordinance No. 2007-12 to create and regulate the Park Authority, with the Town Council taking over the management and control of the Lynnville Park.

WHEREAS the Twon Council has determined that rules and regulations would result in a safer and friendlier park, and

WHEREAS the Town Council desires to amend Ordinance No. 2007-12 to add rules and regulations

NOW BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, AS FOLLOWS:

SECTION I

Rules and Regulations

1. All reservation fees shall be paid in full before reservations are made, by a responsible individual, who is at least 18 years of age. Payment of the camping fee shall entitle the family unit or group to occupy the campsite until checkout time. Check out time is 12:00pm (Noon) Monday through Saturday and 2:00pm on Sunday.
2. The campground permit or registration shall be posted where it can be readily inspected by park staff.
3. The registered camper for the campsite is responsible for the actions and conduct of his family unit or group.
4. Sub-leasing campsites is prohibited.
5. One family unit or group is permitted to occupy a campsite, but in no event shall a family unit or group consist of more than 6 persons.
6. Campers under 18 years of age must be accompanied by an adult or obtain prior special permission from park staff.
7. Campsite visitors are welcome upon paying admission to Lynnville Park.
8. Quiet hours are from 10:00pm until 7:00am and are mandatory. No campsite shall be set up in the campground during quiet hours.
9. The use of generators is prohibited during quiet hours.
10. Any excess use of water shall result in an additional charge being added to regular camping fees.
11. The washing of dishes or pets in bathroom facilities is prohibited. Further, the washing of motor vehicles, to include golf carts and mopeds, in campsites is prohibited.
12. Pets shall be kept on a leash, no longer than 6 feet, and shall be personally attended to at all times. Pet waste must be picked up and disposed of properly.
13. No pets are allowed in any park building or structure except service dogs.
14. Pet owners are responsible for the animal not creating a disturbance of any kind.
15. No more than 2 tents of reasonable size shall be allowed on any campsite.
16. No more than 2 vehicles, which include RVs, shall be allowed on any campsite.
17. Fires are permitted only in designated fire pits. Fires must be completely extinguished before a campsite is vacated.
18. No person shall injure, destroy, remove, or deface any building, structure, sign, rock, tree, shrub, vine, or property of any kind; or pick any flowers, the collection of firewood being included in this rule.
19. Trash and garbage shall be properly disposed of by putting it into plastic trash bags and placing them in the dumpster behind the Recreation Building and shall not be scattered on the ground or in the water.
20. No off-road or all-terrain vehicles are permitted in the park. Golf carts are permitted in the park. Any person operating a golf cart shall be at least 16 years of age and have a valid driver's license.

21. Motor vehicles, to include golf carts and mopeds, shall be operated or parked only on roads and places provided.
22. The speed limit throughout the park is 10MPH, and no motor vehicle, to include golf cars and mopeds, shall be operated in the park in excess of the speed limit.
23. No person shall take, kill, injure, pursue, harm, or shoot any wild animal.
24. Swimming is prohibited anywhere in Lynnville Lake.
25. Boat launching areas shall be used for the purpose of launching and removing boats, to include kayaks. Motor vehicles and boat trailers must be parked in designated areas.
26. A person shall be 16 years of age to rent a kayak.
27. Any persons in any type of watercraft shall have in their possession a U.S. Coast Guard approved flotation device for each person on the watercraft.
28. Lynnville lake is a no wake lake, and no watercraft shall be operated at a speed greater than 5 miles per hour.
29. All Indiana fishing and boating laws apply at the park.
30. The use and possession of fireworks is prohibited at any time or place in the park.
31. Use of bow and arrow are strictly prohibited in the park, except that bow fishing is permitted. Use of firearms is prohibited except as permitted by law.
32. Private notices or advertisements shall not be posted in the park without the express written permission of the Park Superintendent. No person or entity shall engage in any commercial business or enterprise of any nature in the park without the express written permission of the Park Superintendent.

SECTION II

Person Subject to Rules and Regulations

All park lessees, residents, and visitors to the park shall be bound by the said Rules and Regulations.

SECTION III

Penalty

Any person, firm, or corporation, upon violation of any of the Rules and Regulations set forth above shall be subject to a fine not exceeding \$2,500 for the first violation and a fine not exceeding \$7,500 for second and subsequent violations. A separate violation shall be deemed committed upon each day during which a violation occurs and continues.

This ordinance shall be effective and enforceable upon compliance with IC 36-33-4-14(c) or (d).

Passed and adopted by the Town Council of the Town of Lynnville, Indiana this 6th day of February 2024.


Lynnville Town Council:




 David Goldenberg, Member



 Doris Horn, Member



 Rachel Titzer, President

Attest: 

 Lauri Stockus, Clerk-Treasurer

ORDINANCE #2024-3

AN ORDINANCE CREATING CHAPTER 38 OF THE CODE OF ORDINANCES

WHEREAS, the Town of Lynnville, Indiana, seeks to employ reserve police officers.

WHEREAS, the Indiana Code, Title 36, Article 8, Chapter 3, Section 22 requires units to set the number of authorized reserve police officers by ordinance.

WHEREAS these reserve police officers will be appointed by the Town Marshal and constitute the Lynnville Police Department.

NOW, THEREFORE, BE IT ORDAINED, by the Town of Lynnville, Indiana, as follows:

Section 1. Chapter 38 (Police Department) of the Town of Lynnville, Indiana, Code of Ordinances is hereby created:

Chapter 38: Police Department

- 38.01 Establishment
- 38.02 Police Reserve Officers
- 38.03 Police Donation Fund
- 38.04 Police Continuing Education Fund

- 38.05 Police Fee Schedule

§ 38.01 Establishment of Police Department

A) The Office of the Town Marshal is hereby established as the Lynnville Police Department. Per Indiana Code 36-5-3-7, the Town Marshal is the Chief Police Officer of the Department.

§ 38.02 Police Reserve Officers

1. The Town Marshal is authorized to appoint up to four (4) reserve police officers to the Lynnville Police Department
2. Police Reserve Officers shall be known as Reserve Deputy Marshals
3. Police Reserve Officers shall receive no compensation except for that specified in IC 36-8-3 which may be decided on by the Town Council on a case-by-case basis.
4. Police Reserve Officers must complete the required pre-basic course of instruction as defined by the Indiana Law Enforcement Training Board and will be sworn in following the successful completion of the course.
5. Police Reserve Officers must maintain all required training and in-service training as specified by the Indiana Law Enforcement Training Board.
6. No Police Reserve Officer shall be assigned alone to patrol duties until the completion of a specified course of on-the-job field training and only after being deemed qualified by the Town Marshal.

7. Police Reserves Officers serve at the pleasure of the Town Marshal and be dismissed or administratively separated from volunteer employment with the Town by the Town Council or the Town Marshal.

8. Police Reserve Officers must be a minimum of 21 years old with a valid Indiana Driver's License, good moral character, no Felony arrests, and no Class A misdemeanor arrests in the previous 10 years.

§ 38.03 Police Donation Fund

1. *Creation of Lynnville Police Department Gift Fund.* There is hereby established a "Lynnville Police Department Gift Fund".

2. *Deposits into Lynnville Police Department Gift Fund.* When the Town of Lynnville or Lynnville Police Department receives gifts, donations and/or subsidies for Police Department purposes, the funds shall be deposited into the Lynnville Police Department Gift Fund.

3. *Fund purpose.* Money in the fund may be used for any legal or corporate purpose of the Lynnville Police Department consistent with the purposes specified by the grantor of such gift, donation and/or subsidy, if any.

4. *Prohibited use.* The Lynnville Police Department Gift Fund may not be used to reduce the town's maximum or actual property tax levy.

5. *Administration of fund.* The Lynnville Police Department Gift Fund established under this section shall be administered by the Clerk-Treasurer and the expenses of administering the fund, if any, shall be paid from money in the fund. Money in the fund not currently needed to meet the obligations of the fund may be invested in the same manner as other public funds may be invested. Interest that accrues from these investments shall be deposited in the fund. Money in the fund at the end of the fiscal year shall not revert to the town's general fund.

§ 38.04 Law Enforcement Continuing Education Fund

1. There is established a fund known as the Law Enforcement Continuing Education Fund for the purpose of purchases made by the town's Police Department for equipment, supplies, continuing education, and law enforcement training for the Police Department.

2. This Fund shall be comprised of fees collected by the Police Department from the following activities:

- a. Vehicle Inspections/Title Checks
- b. Accident Reports
- c. Police Reports
- d. Criminal Background Checks
- e. Vehicle Towing Fee's

3. Before any money from this Fund is spent, the sum must first be appropriated according to state statute.

4. The funds accumulated in the Local Law Enforcement Continuing Education Fund established shall be used for the purpose of continuing education and training of law enforcement officers employed by the town. All expenditures must comply with the terms and provisions of the statute by the authority of which the Fund is created and must be approved by the Town Council.

5. The funds placed in the Local Law Enforcement Continuing Education Fund may not be withdrawn except for the purposes set forth herein so long as this section remains in full force and effect.

§ 38.05 Police Fee Schedule

1. The funds collected by the Police Department for services (criminal history/background checks, fingerprinting, accident/crash reports, and vehicle releases) shall be allocated as follows:

a. Fees for all reports, inspections, or background checks shall go to the Police Department's Continuing Education Fund.

b. Fee's for all Vehicle Tow/Releases shall be divided evenly between the General Fund and the Police Department Continuing Education Fund.

2. Fee Schedule:

a. Background Check	\$20.00
b. Vehicle Crash Report	\$12.00
c. Police Report	\$10.00
d. Vehicle Inspection	\$5.00
e. Vehicle Tow/Release Fee (Nuisance Veh Only)	\$50.00

Section 2. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Town Council of Lynnville, Indiana.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana, on the 5th day of March 2024.

Lynnville Town Council:

David Goldenberg, Member

Doris Horn, Member

Rachel Titzer, President

Attest: _____
Lauri Stockus, Clerk-Treasurer

ORDINANCE #2024-4

AN ORDINANCE INTRODUCING CHAPTER 96 OF THE CODE OF ORDINANCES

WHEREAS the Town of Lynnville, Indiana, finds it to be beneficial to better define and regulate nuisance vehicles; and

WHEREAS the purpose of this ordinance is to promote, protect, and improve the health, safety, and welfare of the citizens of the Town of Lynnville; and

WHEREAS the current Town of Lynnville Municipal Code is in need of an ordinance to reflect such policies more clearly.

NOW, THEREFORE, BE IT ORDAINED, by the Town of Lynnville, Indiana, as follows:

Section 1. Chapter 96 (Nuisances) of the Town of Lynnville, Indiana, Code of Ordinances is hereby created as follows:

Chapter 96: Nuisance Vehicles

- 96.01 Definitions
- 96.02 Policy
- 96.03 Notice of violation and administrative fee
- 96.04 Appeal of notice of violation

§ 96.01 Definitions.

The following definitions apply to this article:

“Town” means the Town of Lynnville, Indiana, or, as appropriate, its employees, officers, agents, consultants, or contractors acting under and within the scope of authority of the Town to carry out and enforce the provisions of this code.

“Municipal Code” means the code of ordinances of the Town of Lynnville, Indiana.

“Notice” means either a written document provided to the operator of the vehicle by personal service, or a written document served upon the owner of a vehicle by mail. An operator or owner may not waive their right to notice as defined in this paragraph.

“Nuisance” means any violation of this chapter.

“Operator” means a person in possession of the vehicle at the time a nuisance occurs.

“Owner” means any person who, alone, jointly, or severally with others, shall have title to the vehicle with or without having actual possession.

“Police Department” means the Town Marshal and/or the Lynnville Police Department.

§ 96.01 Policy.

A motor vehicle, operated with the permission, expressed, or implied, of the owner, which is used in the commission of an act where the operator is charged with any misdemeanor or felony may be subject to seizure and impoundment under this article. The owner is considered to have committed a nuisance in violation of this chapter regardless of whether the misdemeanor or felony arrest of the operator is custodial.

§ 96.01 Notice of Violation and administrative fee.

1. The Police Department shall present a copy of the nuisance determination to the operator of such vehicle if the operator is the owner. If the vehicle owner is not present, notice shall be mailed to the owner.

2. When the Police Department orders that a vehicle be towed within the corporate limits of the Town, the designated towing service authorized to tow the vehicle shall assess against the owner of the towed vehicle a Town administrative/release fee which shall be collected in addition to any and all other applicable towing charges.

a. Administrative/Release Fee Schedule (only one fee may be charged per vehicle):

(1) Standard fee for vehicle release on a nuisance vehicle is \$50.00.

3. In addition, the designated towing service shall be authorized to assess against the owner of the towed vehicle a towing administrative fee of \$25.00 which shall be collected in addition to any and all other applicable towing charges.

4. The administrative fees authorized by this section shall be itemized within the towing bill assessed by the designated towing service and collected by the designated towing service as part of the towing bill.

5. The owner shall be liable for payment for the towing bill before such vehicle shall be released by the designated towing service.

6. The Town administrative fee authorized by subsection (B) of this section shall be forwarded by the designated towing service to the Police Department within 30 days of collection. The Police Department will then remit the town administrative fee to the Town Clerk-Treasurer, who shall deposit the town administrative fee into the general fund for appropriation. The towing administrative fee authorized by subsection (C) of this section shall be retained by the designated towing service.

7. If the designated towing service is unable to collect the town administrative fee due to a vehicle being unclaimed by the owner of record, it is not liable for providing the uncollected fee to the Police Department.

§ 96.01 Appeal of notice of violation.

1. Any vehicle owner receiving notice of a nuisance determination from the Police Department may appeal in writing within 10 days from the date of the notice of violation by filing an appeal with the Town Marshal or their designee. Appeals will be heard by the Town Council within 30 days of the date of receipt of the notice of appeal and the decision of the Town Council shall be final.

2. Upon appeal, the Town Council may reverse, affirm, or modify the nuisance determination. For this purpose, the Town Council has all the powers of the official, officer, or body that issued the nuisance determination.

3. At said appeal hearing, the Town Council shall determine whether probable cause exists to believe that a violation of this article occurred. Evidence of a determination in the related criminal matter may be considered by the Town Council but is not necessary for it to reach a decision regarding the operator's violation of this article.

4. If the owner prevails on its appeal to the Town Council, the town administrative fee shall be refunded to the owner via the Clerk-Treasurer within 60 days thereafter, and the designating towing service shall refund the towing administrative fee directly to the owner within the same 60-day period.

Section 2. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Town Council of Lynnville, Indiana.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana, on the 5th day of March 2024.

Lynnville Town Council:

David Goldenberg, Member

Doris Horn, Member

Rachel Titzer, President

Attest: _____
Lauri Stockus, Clerk-Treasurer

ORDINANCE #2024-5

AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES

WHEREAS in 2011, Gov. Mitch Daniels signed Indiana Senate Bill 292 (Preemption of local firearm regulation), which restricts a town's ability to regulate firearms and the possession thereof; and

WHEREAS the Town of Lynnville, Indiana, can no longer enforce Chapter 130 of the Code of Ordinances; and

WHEREAS the current Town of Lynnville Municipal Code is in need of an ordinance to reflect policies concerning offenses against public order more clearly; and

WHEREAS, the purpose of this ordinance is to promote, protect, and improve the health, safety, and welfare of the citizens of the Town of Lynnville.

NOW, THEREFORE, BE IT ORDAINED, by the Town of Lynnville, Indiana, as follows:

Section 1. Chapter 130 (Weapons) of the Town of Lynnville, Indiana, Code of Ordinances is hereby amended by deleting Chapter 130 in its entirety and replacing it as follows:

Chapter 130: Offenses Against Public Order

130.01 Definitions

130.10 Disorderly Conduct

130.20 Discharging firearms

130.30 Public consumption and possession of open container.

130.99 Penalty

§ 130.01 Definitions.

The following definitions apply to this chapter:

"Firearm" is defined by Indiana Code 35-47-1-5 and means any weapon that is capable of expelling or designed to expel or that may readily be converted to expel a project by means of an explosion.

"Firefighter" means a member of the Lynnville Fire Department or any other certified firefighter from another fire department that is responding to or assisting the Town of Lynnville in an official capacity.

"Municipal Code" means the code of ordinances of the Town of Lynnville, Indiana.

"Park Authority" is defined in the Town of Lynnville Code of Ordinances § 94.15(A) and means the Town Council.

"Police Department" means the Town Marshal and/or the Lynnville Police Department.

"Town" means the Town of Lynnville, Indiana, or, as appropriate, its employees, officers, agents, consultants, or contractors acting under and within the scope of authority of the Town to carry out and enforce the provisions of this code.

§ 130.10 Disorderly Conduct

1. *Interference with public officials.* It shall be unlawful for any person to intentionally impede or interfere or attempt to impede or interfere with any police officer, firefighter, or any other public official of the Town in the performance of their official duties.

2. *Unlawful assemblage.* No person or group shall collect or assemble within a park or upon other public property to:
 - a. Commit or conspire to commit an unlawful act.
 - b. For the purpose of inflicting injury to persons or property within a park or public place
3. *Disturbing the peace, loudness, fighting, riotous tumult, profanity, and abusive language.*
 - a. No person shall, either by word or act, indulge in any boisterous, disorderly, or indecent conduct, or in any manner disturb the peace or good order of the community within a park or upon public property by loud playing of any electronic device, record player, television, radio, tape recorder, noisemaker, sound equipment or musical instrument.
 - b. No person shall engage in fighting, quarreling, or wrangling with loud voice or shouts, threatening violence to the person or property of others, or engaging in riotous clamor or tumultuous behavior.
 - c. No person shall disturb or intrude upon a picnic or gathering in any park without the consent of those composing the group, except park employees in the proper performance of their duties.

§ 130.20 Discharging firearms

1. Discharge permitted. Discharge of a firearm within the town shall be permitted only as follows:
 - a. By a law enforcement officer while acting in the course of official duty.
 - b. By a member of the armed forces of the United States or of Indiana, while acting in the course of official duty.
 - c. By a person acting with the consent of the Town Council of the Town of Lynnville, in the course of a sanctioned and supervised public event, including but not limited to military or ceremonial funerals, amateur or professional sporting events and shooting matches.
 - d. By a person discharging a weapon at a lawfully operated shooting range, skeet range, or gun club.
 - e. By any person lawfully able to possess a firearm that is acting in self-defense, the defense of their dependents, or defense of others, complying with Indiana Code 35- 41-3-2, and which does not violate other state or federal laws.
 - f. On land used or zoned as agricultural property by the owner or occupant, who resides thereon, or the immediate members of his or her family who also reside thereon, or by a person having permission in writing from the owner of such land; and/or
 - g. On property which contains at least five contiguous acres
2. Nothing in this section shall be construed to restrict or otherwise prohibit the legal possession, purchase, use, or regulation of firearms, ammunition, or accessories in accordance with Indiana law, the Indiana Constitution, or the Constitution of the United States.

§ 130.30 Public consumption and possession of open container

1. No person shall consume an alcoholic beverage, or have in his or her possession any bottle, can, or other receptacle containing any alcoholic beverage which has been opened, or which has a seal broken, or the contents of which have been partially removed, upon any public street, alley, sidewalk, parking lot, park, recreation facility, or beach, in or immediately adjacent to a public restroom, or other public place within the town except:
 - a. Within a properly registered and occupied campsite within the Lynnville Park campgrounds.
 - b. Within those public parks, beaches, or recreational facilities designated by resolution of the Town Council as permitting the consumption of alcoholic beverages.
 - c. In or on the property of an establishment, business place, or other location properly licensed for the sale and consumption of alcoholic beverages by the Indiana Alcohol and Tobacco Commission; or
 - d. During a community special event, provided the Park Authority, after consultation with the Town Marshal, has permitted the consumption of alcoholic beverages in connection with the special event

use of any park or recreation facility (or any portion thereof) and the event has been issued a special event permit by the Park Authority. The consumption of alcoholic beverages shall only be permitted within those areas of the park or recreation facility so designated by the Park Authority and subject to any additional constraints imposed by the President of the Park Authority and the Town Marshal in connection with the issuance of the Special Events Permit.

- e. Nothing in this section shall be deemed to relieve any applicant or event organizer from full compliance with all alcohol beverage control laws and regulations of the State of Indiana.
2. *Warning signs.* The Park Authority shall post appropriate signs advising the public that the consumption of alcohol or the possession of open containers of alcohol is not permitted in parks and recreation facilities except for campsites or special events.

§ 130.99 Penalty

- 1. Any person who violates a provision of this chapter shall be subject to the following fines:
 - a. \$50 for the first offense.
 - b. \$100 for a second offense.
 - c. \$250 for a third and all subsequent offenses.

- 2. For purposes of determining repeated violations from subsection (A), an additional offense will be considered as any repeat violation of this chapter that has occurred within the previous twelve (12) month period.

Section 2. *Effective Date.* This ordinance shall be in full force and effect from and after its passage by the Town Council of Lynnville, Indiana.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana, on the 5th day of March 2024.

Lynnville Town Council:

David Goldenberg, Member

Doris Horn, Member

Rachel Titzer, President

Attest: _____

Lauri Stockus, Clerk-Treasurer

Lauri Stockus

From: Rachel Titzer
Sent: Monday, December 18, 2023 4:14 PM
To: William Bruner
Cc: Doris Horn; David Goldenberg; Lauri Stockus
Subject: Re: Ordinance 130. Firearms on Town Property

How do you feel about the draft that was created a couple of months ago? Is that a starting point? Thanks!

Rachel

Sent from my iPhone

> On Dec 18, 2023, at 1:09 PM, William Bruner <brunlaw1@gmail.com> wrote:

>

>

> In my opinion, Ordinance 130 should be repealed. Under the current Indiana statute concerning regulations pertaining to firearms, the Town does have the following authority:

> 1. To prohibit or restrict the intentional display of a firearm at a public meeting. IC 35-47-11.1-4(6).

> 2. To establish rules of conduct or admission for an event occurring on property leased from the Town by the promoter or organizer of the event. This would, in my opinion, apply to events to be held at the community center and the park recreation building.

> 3. To prohibit or restrict the possession of a firearm in a building owned or administered by the Town if the requirements under IC 35-47-11.1-4(13) are met.

> A copy of IC 35-47-11.1-4 is attached for your reference.

>

> After discussion, if the board likes, I will prepare a replacement ordinance based on what you want to include. In the alternative, no replacement is required.

>

> Bill

> <Ind Code 35471114 Not prohibited by chapter Indiana Code 2023 Edition.pdf>

Lynnville Park Lease Agreement - Warrick

This Lease Agreement was made and entered into on this 23rd day of January by and between **THE LYNNVILLE TOWN COUNCIL**, the Park Authority for the Town of Lynnville, Warrick County, Indiana (hereinafter referred to as "LESSOR") and Kenneth R. Powers (hereinafter referred to as "Lessee").

For and in consideration of the mutual covenants and agreements hereinafter set forth, the Lessor does hereby lease, let rent and demise unto the Lessee and the Lessee does hereby lease and rent from the Lessor the following described real estate in Warrick County, Indiana, to-wit:

Lot # 75

Located at: 433 W. State Route 68, Lynnville, IN 47619

Subject to a utility easement ten (10) feet in width along the front and back lines and five (5) feet in width along the side lines of the above described real estate; subject to the possibility of reverted to Peabody Coal Company, in the event the realty of which the above described real estate is a part ceases to be used for public park and recreation purposes; and further subject to certain reservations and exceptions held by Peabody Coal Company, through its predecessors in interest; all as provided for in a special Warranty Deed dated July 15, 1964, and recorded on July 28, 1964, at 8:05am in the office of the Recorder of Warrick County, Indiana as Instrument #25833.

The terms and conditions under which the demised premises are leased are as follows:

1. **Term** Lease term shall run for one (1) year, from July 1, 2023, through June 30, 2024, together with the opportunity of the Lessee to renew the lease as set forth in paragraph 3.
2. **Contact Information** If any of the information contained in the Lessee Information Sheet provided to the Lessor upon execution of the Lease should change, Lessee shall notify Lessor of such changes or any changes within **Thirty (30) days** of the change.
3. **Rental** Lessee agrees to pay to the Lessor, as rent, the sum of **Seven hundred twelve and 80/100 (\$712.80)** per each one (1) year term, subject to any adjustments to the rental amount during future renewal years as set forth in paragraph 3. If the initial period of the lease is for less than one (1) year, the Lessee agrees to pay the Lessor, as rent, a pro-rated amount of **fifty-nine and 40/100 (\$59.40)**, based on annual rent for the initial one (1) year term, due upon the execution of the Lease Agreement. Any subsequent renewal by a Lessee of lease term, as set forth in paragraph 3, shall require payment by Lessee of the annual rental prior to the expiration date of the one (1) year lease term. In the event any subsequent annual lease rental is overdue for a period of thirty (30) days, the Lessee shall pay a late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of sixty (60) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of ninety (90) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue beyond 90 days the lease shall terminate.
4. **Insufficient Fund Payments** If any payment is returned by the institution upon which it is drawn due to insufficient funds in the account, then the Lessor may at its discretion immediately terminate this Lease.

CANCELLATION OF LEASE

THIS AGREEMENT made and entered into by the Lynnville Town Council, the Park Authority for the Town of Lynnville, Warrick County, Indiana, and successor to the Lynnville Park & Recreation Board, (herein after referred to as (LESSOR) and Thomas Hill, (herein referred to as (LESSEE).

WHEREAS Sellers executed a Lease, (hereafter referred to as the "the Lease"), a copy of which is attached hereto and incorporated herein, and,

WHEREAS the party's desire to cancel the Lease and release the Lessee from any further obligations under the Lease and to give to the Lessor any and all rights, claims or interest that the Lessee may have in the Lease, or the real estate made the subject of the Lease:

Lot #85 Address: 12981 E. 1025 S. Oakland City, IN 47660

NOW THEREFORE, it is hereby agreed by the parties as follows:

1. Lessee hereby releases, quit claims and divests themselves of any interest in and to the real estate described in the Lease and hereby cancel, rescind, quit-claim any interest they might have or could have under the Lease, and quit-claim any and all rights to possession of said real estate to the Lessor.
2. The Lessor in consideration of the cancellation of the Lease hereby forgives, releases and quit claims any and all claims that it may have or could have under said Lease.

IN WITNESS WHEREOF, the parties have executed this cancellation of Lease on this 23rd day of January 2023.

LESSEE:

X Thomas Hill 23 Jan 2024
Thomas Hill Date

LYNNVILLE TOWN COUNCIL
(LESSOR):

David Goldenberg
David Goldenberg, Member/Park Authority

Forwarding Address:

351 Dreier Blvd
Evansville, IN 47712

Doris Horn
Doris Horn, Member Park Authority

ATTEST:

Lauri Stockus
Lauri Stockus, Clerk-Treasurer

Rachel Titzer
Rachel Titzer, President/Park Authority

Deposit Refund:

Date: N/A Amount: \$0.00 Check #: ** Int: ** Date Mailed: **

Revised 5/2023

Lynnville Park Lease Agreement - Gibson

This Lease Agreement made and entered into on this 23rd day of January 2024, by and between **THE LYNNVILLE TOWN COUNCIL**, the Park Authority for the Town of Lynnville, Warrick County, Indiana (hereinafter referred to as "LESSOR") and **Carol Ramsey** (hereinafter referred to as "Lessee").

For and in consideration of the mutual covenants and agreements hereinafter set forth, the Lessor does hereby lease, let rent and demise unto the Lessee and the Lessee does hereby lease and rent from the Lessor the following described real estate in Gibson County, Indiana, to-wit:

Lot # 85

Located at: 12981 E 1025 S, Oakland City, IN 47660

Subject to a utility easement ten (10) feet in width along the front and back lines and five (5) feet in width along the side lines of the above described real estate; subject to the possibility of reverted to Peabody Coal Company, in the event the realty of which the above described real estate is a part ceases to be used for public park and recreation purposes; and further subject to certain reservations and exceptions held by Peabody Coal Company, through its predecessors in interest; all as provided for in a special Warranty Deed dated July 15, 1964, and recorded on July 28, 1964, at 8:05am in the office of the Recorder of Warrick County, Indiana as Instrument #25833.

The terms and conditions under which the demised premises are leased are as follows:

1. **Term** Lease term shall run for one (1) year, from July 1, 2023, through June 30, 2024, together with the opportunity of the Lessee to renew the lease as set forth in paragraph 3.
2. **Contact Information** If any of the information contained in the Lessee Information Sheet provided to the Lessor upon execution of the Lease should change, Lessee shall notify Lessor of such changes or any changes within **Thirty (30) days** of the change.
3. **Rental** Lessee agrees to pay to the Lessor, as rent, the sum of **One thousand one hundred eight and 80/100 (\$1,108.80) plus 1/27th of Lynnville Park's Gibson County property taxes** per each one (1) year term, subject to any adjustments to the rental amount during future renewal years as set forth in paragraph 3. If the initial period of the lease is for less than one (1) year, the Lessee agrees to pay the Lessor, as rent, a pro-rated amount of **Ninety-eight and 02/100 (\$98.02)**, based on annual rent for the initial one (1) year term, due upon the execution of the Lease Agreement. Any subsequent renewal by a Lessee of lease term, as set forth in paragraph 3, shall require payment by Lessee of the annual rental prior to the expiration date of the one (1) year lease term. In the event any subsequent annual lease rental is overdue for a period of thirty (30) days, the Lessee shall pay a late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of sixty (60) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of ninety (90) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue beyond 90 days the lease shall terminate.
4. **Insufficient Fund Payments** If any payment is returned by the institution upon which it is drawn due to insufficient funds in the account, then the Lessor may at its discretion immediately terminate this Lease.

Lynnville Park Lease Agreement - Gibson

This Lease Agreement made and entered into on this 23rd day of January 2024, by and between **THE LYNNVILLE TOWN COUNCIL**, the Park Authority for the Town of Lynnville, Warrick County, Indiana (hereinafter referred to as "LESSOR") and **Jerry L. Ramsey** (hereinafter referred to as "Lessee").

For and in consideration of the mutual covenants and agreements hereinafter set forth, the Lessor does hereby lease, let rent and demise unto the Lessee and the Lessee does hereby lease and rent from the Lessor the following described real estate in Gibson County, Indiana, to-wit:

Lot # 86 Located at: 12961 E 1025 S, Oakland City, IN 47660

Subject to a utility easement ten (10) feet in width along the front and back lines and five (5) feet in width along the side lines of the above described real estate; subject to the possibility of reverted to Peabody Coal Company, in the event the realty of which the above described real estate is a part ceases to be used for public park and recreation purposes; and further subject to certain reservations and exceptions held by Peabody Coal Company, through its predecessors in interest; all as provided for in a special Warranty Deed dated July 15, 1964, and recorded on July 28, 1964, at 8:05am in the office of the Recorder of Warrick County, Indiana as Instrument #25833.

The terms and conditions under which the demised premises are leased are as follows:

1. **Term** Lease term shall run for one (1) year, from July 1, 2023, through June 30, 2024, together with the opportunity of the Lessee to renew the lease as set forth in paragraph 3.

2. **Contact Information** If any of the information contained in the Lessee Information Sheet provided to the Lessor upon execution of the Lease should change, Lessee shall notify Lessor of such changes or any changes within **Thirty (30) days** of the change.

3. **Rental** Lessee agrees to pay to the Lessor, as rent, the sum of **One thousand one hundred eight and 80/100 (\$1,108.80) plus 1/27th of Lynnville Park's Gibson County property taxes** per each one (1) year term, subject to any adjustments to the rental amount during future renewal years as set forth in paragraph 3. If the initial period of the lease is for less than one (1) year, the Lessee agrees to pay the Lessor, as rent, a pro-rated amount of **Ninety-eight and 02/100 (\$98.02)**, based on annual rent for the initial one (1) year term, due upon the execution of the Lease Agreement. Any subsequent renewal by a Lessee of lease term, as set forth in paragraph 3, shall require payment by Lessee of the annual rental prior to the expiration date of the one (1) year lease term. In the event any subsequent annual lease rental is overdue for a period of thirty (30) days, the Lessee shall pay a late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of sixty (60) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue for a period of ninety (90) days, the Lessee shall pay an additional late charge of **Thirty-Five dollars (\$35.00)** per lot. In the event that any subsequent annual lease rental is overdue beyond 90 days the lease shall terminate.

4. **Insufficient Fund Payments** If any payment is returned by the institution upon which it is drawn due to insufficient funds in the account, then the Lessor may at its discretion immediately terminate this Lease.

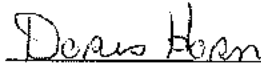
Annual Event Dates for 2024

1. Event Dates
 - a. March 30, 2024 Breakfast with the Easter Bunny
 - b. April 6-8, 2024 Solar Eclipse Event Weekend
 - c. April 27, 2024 Town-Wide Yard Sale
 - d. May 3-5, 2024 SIGPS Race Event Weekend
 - e. May 17, 2024 Tecumseh Graduation
 - f. December 1, 2024 Holiday Parade
2. Choose dates for:
 - a. Easter Egg Hunt at the Park **(Recommendation: 3/23, Rain Date 3/30)**
 - b. Halloween Event at the Park **(Recommendation: 10/18, Rain Date 10/26)**
 - c. Tree Lighting **(Recommendation: 12/7)**
 - d. Breakfast with the Grinch **(Recommendation: 12/14)**
3. Choose Holiday Parade Theme **(Top employee choice: Charlie Brown Christmas)**

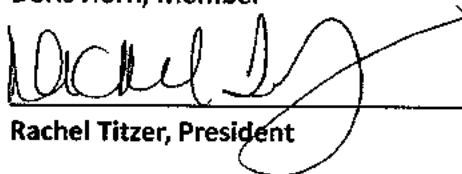
Lynnville Town Council:



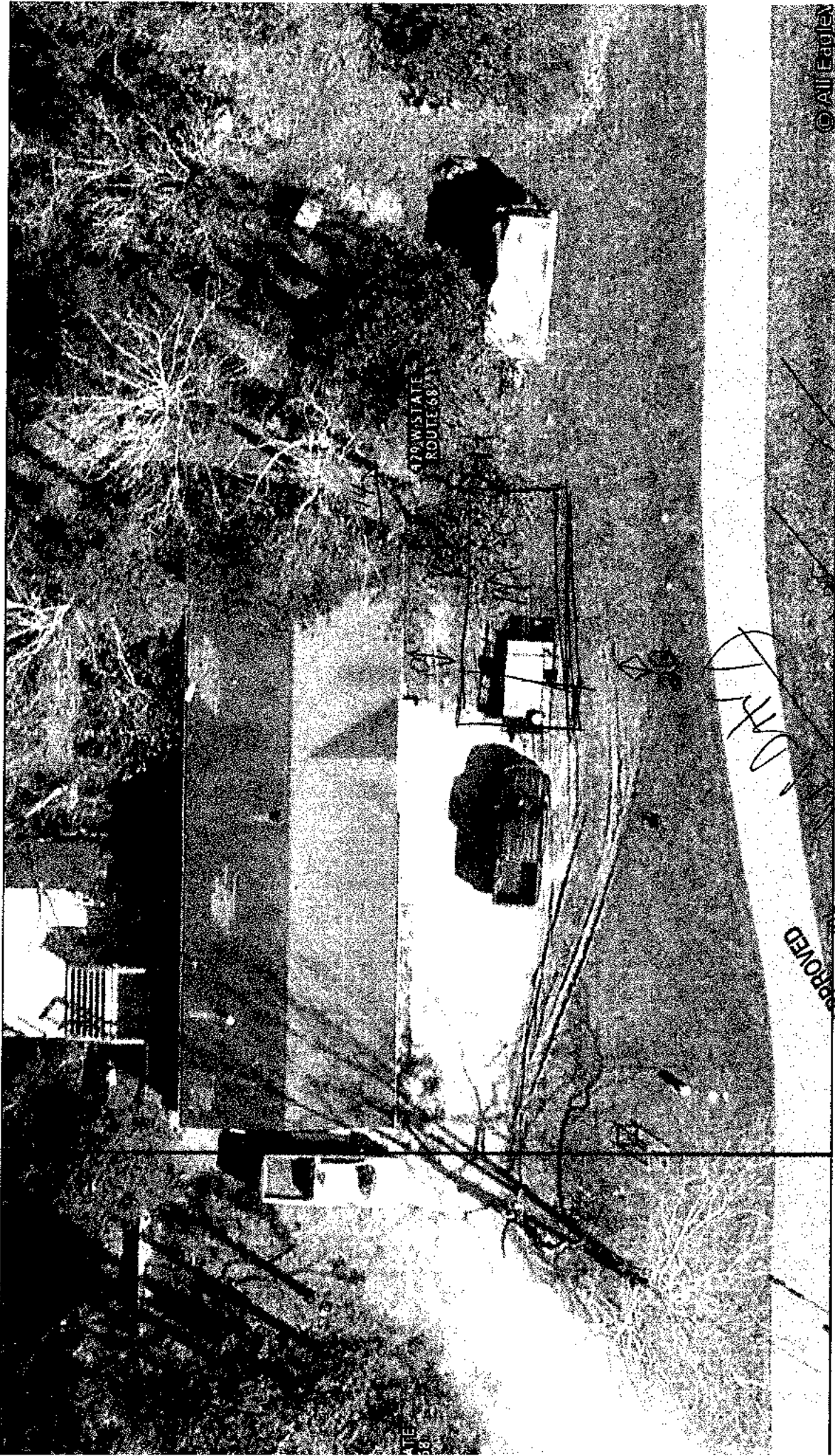
David Goldenberg, Member



Doris Horn, Member



Rachel Titzer, President



© All Rights Reserved

over 20ft from
walkway

colors to match house

APPROVED
FEB 09 2004

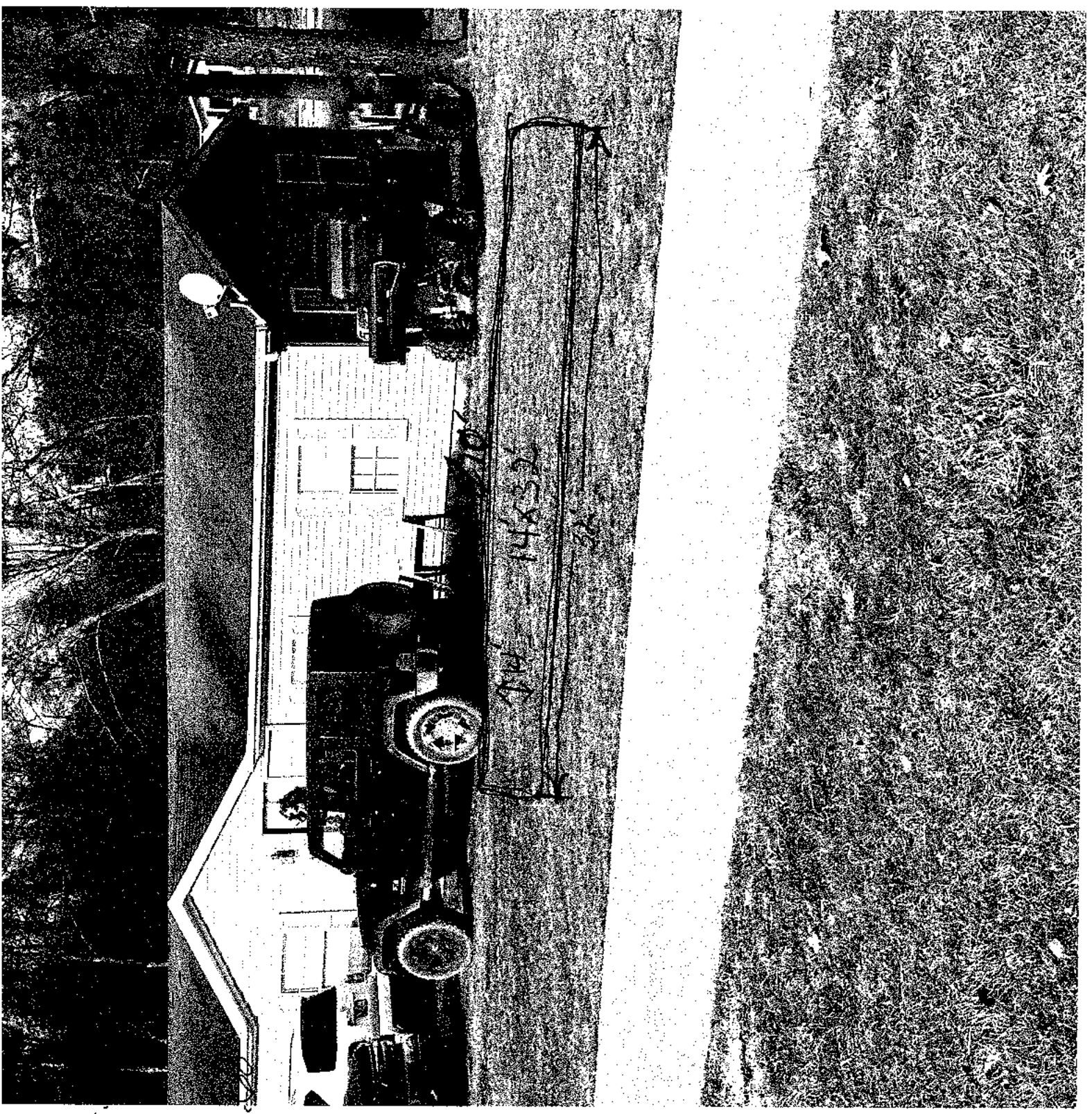
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X [Signature]

STATE ROUTE 68

STATE ROUTE 68

John
J. Kison Jr.
-0177
129 W. SR



FOR OFFICE USE ONLY:
DRIVEWAY PERMIT _____
ZONING _____
FLOODPLAIN _____

PERMIT # _____

RECEIPT # _____

RESIDENTIAL

IMPROVEMENT LOCATION PERMIT GENERAL INFORMATION SHEET

APPLICANT

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

OWNER OF PROPERTY

NAME: _____

ADDRESS: _____

PROPOSED STRUCTURE (Please check all that apply)

RESIDENCE: NUMBER OF BEDROOMS _____ NUMBER OF BATHROOMS _____
LIVING SQ. FT. _____ TOTAL SQ. FT _____ TOTAL HEIGHT STRUCTURE _____

ADDITION: TOTAL SQ. FT. _____ HEIGHT _____

UNATT ACCESSORY BLDG: TOTAL SQ. FT. _____ TOTAL HEIGHT _____

POOL: ABOVE _____ INGROUND _____ SQ.FT. _____ CONCRETE _____ TOTAL _____

STORM SHELTER _____

PROPERTY LOCATION

SUBDIVISION NAME: _____ LOT NUMBER: _____

TOWNSHIP/TOWN: _____ SEC: _____ TWP: _____ RNG: _____

PROPERTY ADDRESS: _____

EST. COST: _____ APPLICANTS SIGNATURE _____

FILED

MAY 04 2001

WARRICK COUNTY
AREA PLAN COMMISSION

J. WILLIAM BRUNER

Attorney at Law
316 South Second Street
P. O. Box 67
Boonville, Indiana 47601

Phone: (812)897-2972

Fax: (812)897-2973

May 3, 2001

Lynnville Park Board
% Anna Evans
408 Deer Lane
Lynnville, IN 47619

RE: Permits in Lynnville Park

Dear Park Board Members:

This letter is written at the request of the Lynnville Town Council.

If anyone intends to place a permanent structure on park property, approval will have to be obtained from the Lynnville Town Council. This would include stick built homes and mobile homes, whether or not the mobile homes are to be placed on a permanent foundation. Such approvals will also be required for water and sewer hook-ups. Approvals must be obtained before any construction can begin or mobile homes pulled onto park property. Approvals must be in writing and from the Lynnville Town Council.

If you have questions, please advise.

Sincerely,



J. William Bruner

JWB:sjb

xc: Warrick County Area Plan Commission
David K. Zengler
Town of Lynnville