

**Town of Lynnville
Lynnville Town Council
June 18, 2024, Agenda**

CALL MEETING TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGEANCE

ROLL CALL

APPROVAL OF MINUTES: Tabled – Staff Shortage

APPROVAL OF CURRENT BILLS: June 5, 2024 – June 18, 2024

ADJUSTMENTS: Town Council suspended all adjustments until further notice.

FUND REPORT – May 2024:

Revenue	\$27,756.86
Expenditures	\$30,744.55
Current Balance	\$157,232.27

NEW BUSINESS:

1. DNR Permit Renewal for Peabody Midwest Mining, LLC – **Informational**
2. IDEM Approval of Coverage Public Notice - **Informational**
3. Thank you from 2024 After-Prom Donation – **2024 Tecumseh Seniors**
4. Thank you from WNIN 2023 Channel 9 Auction Donation – **WNIN/PBS/NPR**
5. Approval of Water Loss Audit Contract with Lochmueller Group
6. Redistricting for Council Positions – **Tabled to allow Town Council Review**
7. Abolishing Election Districts - **Tabled from 5/6/2024 meeting to allow Town Council review.**
8. Submit Public Question on number of Council Members - **Tabled from 5/21/2024 meeting to allow Town Council review.**
9. Introduction of Chapter 92 – Nuisances Ordinance – **No Documentation Received**
10. Introduction of Personnel Policy
11. Introduction of Ordinance Unsafe Building Law
12. Discussion of having Landlords keeping utility accounts in their name instead of tenant’s name – **Doris**
13. Discussion of hiring a Utility Clerk – **Doris**
14. Grass Height Complaint – 301 Peach St

Terry Helms, Park Superintendent

Work Report Submitted

Brian Cook, Town Manager

Work Report Submitted

Mike Mitchell, Town Marshal

Work Report Submitted

Not Present

Michael May, Fire Department

Work Report Stated

J. William Bruner, Attorney

Ordinance to create/correct:

1. 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
2. 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 entails. 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.
 - g. 6/12/24-Sent Chris copies of Ordinances 2012-3; 2015-2; 2017-6; 2018-6; 2019-4; 2019-5; 2020-5.
 - h. 6/18/24-Introduction of Ordinance
3. 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
 - m. 3/4/24-David request -penalties update and deadline dates.
 - n. 6/18/24-Introduction of Ordinance

Lauri Stockus, Clerk-Treasurer

- 1. Census Bureau Survey -Completed
- 2. CCR Completed and ready to be mailed by July 1st
- 3. Over half of 2024 Lease Renewals have been typed
- 4. Profits for Events held

Department	Event	Profit
Community Center	Breakfast w/ the Grinch	\$637.79
Community Center	Breakfast w/ Easter Bunny	\$329.53
Community Center	Breakfast for Solar Eclipse	\$377.62
Lynnville Park	Solar Eclipse	\$4,547.10

Upcoming:

- 1. Town Hall Closed for Juneteenth June 19
- 2. Clerk Treasurer Conference – Out of Office June 22-28
- 3. Town Hall Closed for Independence Day July 4

- | | |
|--------------------------------------|----------------|
| 4. Town Hall Closed for Labor Day | September 2 |
| 5. Town Hall Closed for Columbus Day | October 14 |
| 6. Town Hall Closed for Election Day | November 5 |
| 7. Town Hall Closed for Thanksgiving | November 28-29 |
| 8. Town Hall Closed for Christmas | December 25-26 |

Town Council Training Schedule:

- | | |
|---|------------|
| 1. E-REP Elected Official Council Meeting | July 18 |
| 2. E-REP Elected Official Council Meeting | October 17 |

Brett Kruse, Park Advisor

Stacy Tevault, Park Advisor

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: July 2, 2024, 6:00pm @ Town Hall

TIME OF 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., Lynnaville, 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).

**Lynnville Town Council
June 18, 2024, Meeting Roll Call**

Brian Cook, Town Manager	Present ___ Absent___
Terry Helms, Park Superintendent	Present ___ Absent___
Mike Mitchell, Town Marshal	Present ___ Absent___
Michael May, Fire Department	Present ___ Absent___
Brett Kruse, Park Advisor	Present ___ Absent___
Stacy Tevault, Park Advisor	Present ___ Absent___
J. William Bruner, Attorney	Present ___ Absent___
Lauri Stockus, Clerk-Treasurer	Present ___ Absent___
David Goldenberg, Town Council Member/Park Authority	Present ___ Absent___
Doris Horn, Town Council President/Park Authority	Present ___ Absent___
Rachel Titzer, Town Council Member/Park Authority	Present ___ Absent___

Public Hearing Called to Order _____

Public Hearing Closed _____

Time Meeting Called to Order _____

Time Meeting Adjournment _____

June 18, 2024

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Joe Wiedrich
Neely Strickland
Candy Reibold
Travis Lubshue

Town of Lynnville

Town Council

June 18, 2024

Present: Brian Cook, Terry Helms, Michael May, J. William Bruner, Lauri Stockus, David Goldenberg,
Doris Horn, Rachel Titzer

Absent: Michael Mitchell, Brett Kruse, Stacy Tevault

Call Meeting to Order at 6:14pm

Moment of Silence

Pledge of Allegiance

Roll Call

Approve Minutes: Staff Shortage

September 5, 2023, tabled to allow Town Council more time to read.

Approve Current Bills: Doris makes the motion to approve the June 5, 2024 – June 18, 2024, bills as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

ADJUSTMENTS: Town Council suspended all adjustments until further notice.

FUND REPORT – May 2024:

Revenue	\$27,756.86	
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Current Balance	\$157,232.27	New Business:

NEW BUSINESS:

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Informational

IDEM Approval of Coverage Public Notice
Informational

Thank you from 2024 After-Prom Donation
2024 Tecumseh Seniors

Thank you from WNIN 2023 Channel 9 Auction Donation
WNIN/PBS/NPR

Approval of Water Loss Audit Contract with Lochmueller Group

David makes a motion to approve. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor.
Motion carries

Redistricting for Council Positions – Tabled to allow Town Council Review
Tabled

Abolishing Election Districts – Tabled from 5/6/2024 meeting to allow Town Council review.
Tabled

Submit Public Question on number of Council Members - **Tabled from 5/21/2024 meeting to allow Town Council review.**

Tabled

Introduction of Chapter 92 - Nuisances Ordinance - **No Documentation Received**

Tabled for review

Introduction of Personnel Policy

Tabled for review

Introduction of Ordinance Unsafe Building Law

Tabled for review

Discussion of having Landlords keeping utility accounts in their name instead of tenant's name - **Doris**
Chris will review to discuss options and changes to utilities ordinances.

Discussion of hiring a Utility Clerk - **Doris**

Doris only wants to make sure the Utility Clerk is NOT Lauri's employee and does NOT report to Lauri. As already discussed, the Utility Clerk position will fall under the Town Manager not Clerk-Treasurer.

Grass Height Complaint - 301 Peach St

Complaint approved by Town Council and will be sent to property owner,

Terry Helms, Park Superintendent

Work Report Submitted

Wants to set Executive Session to speak with Town Council. Town Council will set time.

Brian Cook, Town Manager

Work Report Submitted

Will be reading meters early to try to accommodate Lauri due to staff shortages.

Mike Mitchell, Town Marshal

Work Report Submitted

Not Present

Michael May, Fire Department

Warn residents to be careful due to several brush fires recently. After some discussion the FD will be hiring someone to clean the Fire Station for \$20 per hour a minimum of 2 hours and maximum of 6 hours per week.

Received EIN for FD Corporation. Working on By-Laws, Territory Agreement with the town for Fire Protection Territory with Chris.

The new Brush Truck should be done within the next couple of days. Lights, and sirens should be ordered and sent within next couple of weeks. Estimated cost to finish the truck is \$18,000.

1 new recruit. 4 new Open-Dive certifications. Dive team training in mid-July. Will have rifle for raffle at Open House. Insurance company approved Cadet Program. Will be starting a scholarship program.

Brett Kruse, Park Advisor

Not Present

Stacy Tevaut, Park Advisor

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J. William Bruner, Town Attorney

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Lauri Stockus, Clerk-Treasurer

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Upcoming:

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Town Council Training Schedule:

- | | |
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| 1. E-REP Elected Official Council Meeting | July 13 |
| E-REP Elected Official Council Meeting | October 17 |

David Goldenberg, Council Member / Park Authority

CCMG Grant – Lifetime grant amount 1.5 million. Discussed lighting on Tecumseh Trail. Proposed meeting for Friday at 5:30-6:00pm with Redevelopment Commission to discuss projects.

AT&T is looking into lowering rates by \$2,100 annually by changing the plan and adding lines.

Mainstream is looking into the accounts but says we are getting the best rates they offer currently. They are looking into giving us community access at no charge. Internet would be needed for cameras at boat dock and kayak ramp. David will see what can be done with Mainstream.

Doris Horn, Council Member / Park Authority

Wants to concrete all the camping sites. Rachel informed her that if they were going to do anything besides rock it should be paved not concrete. At many of the campsites if the roads are paved, they pave the sites but if the roads are rock the sites are rock. Doris states she would like at least 2 sites paved or concrete for handicapped sites. Joe on FD was asked about other camping parks since his family camps quite often. He agreed with Rachel that most of the parks he has been to have gravel sites but the ones that don't are paved, not concrete. Most people don't care if it is gravel or paved. What they care about is that it is level. After more discussion about rock, David asks about getting estimates on rock which he is reminded they already approved an additional appropriation for rock. Terry just needs to get it delivered and spread if he hasn't already. Doris mentioned he already started but not sure if he completed it yet.

Contact Family Roots for estimates on aerators \$2000-\$6000 each. David asks if this includes electric running. Also keep in mind it will cost electricity to run the pump and lights. Do they run all year or come

out in the winter? Doris said it stays year-round. Price includes everything. They will get a list showing everything needed and price broken down.

David states specs need to be written up on each project BEFORE going to get estimates. If no specs, how do we know the estimates are for the same thing. Doris said they can measure for the companies. David said anybody can go ahead and measure, but the measurements are to be put into a form and the form is to go to anybody we are asking to give estimate.

Rachel Titzer, Council President / Park Authority

Park Entrance sign was ordered with incorrect information last time and the way it's worded can be misleading. Custom Signs is going to send proof to have the wording changed and to correct the incorrect information. Changes/add Daily Entry \$5 per person 16yr old and under free with accompanying adult, Kayak Rental \$5 per hour, and the background of the sign will be changed to white.

Rachel asks Lauri if she is comfortable with having Rachel handling the transition of the park taking the leases back over. Lauri states as long as she can explain the whole entire process and they understand it is not a once per year issue. Insurance is something checked weekly to every other week. Taxes are checked twice per year. Lauri tries to explain this will be the third time they have been taken from her to be given back to the park to handle. Each time she gets them back they are messed up and it takes months to straighten them out and get the procedure back on track. Rachel says she understands and will work with the park to get it moved and done correctly. Lauri said that makes her more comfortable with the transition.

The park is to have supplies for inventory and keep track of inventory. The inventory sheet in Town Hall already has in place is sufficient. Person taking inventory, what they took, what department they are taking it to.

Ray (IT) discussing website needs to be updated. The domain needs to be moved from Bluehost to Ray. The way the website is structured it cannot go with us if Bluehost is cancelled. Ray believes we are being overcharged for the website. Rachel asks for approval to work with Ray to get the website updated, moved, and do everything needed. All council members agree with moving forward to allow Ray and Rachel to work together on the website.

Estimate on cameras for the Community Center did not get forwarded to Town Hall but it is just under \$2,000. There is some cabling for access not included which would be an additional \$85. Doris makes a motion to move forward with camera system for Community Center estimate from 5-Star Security System as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

Disc Golf is going as planned. The response received has been very positive. Working on the sponsors is also going well.

National Night Out will be held at Lynnville Elementary School on October 1st this year.

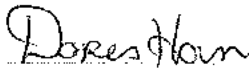
Community Crossing Grant money was put into the Fire Protection Territory Fund instead of the General Fund. A Fund Transfer will be prepared for approval for the next meeting to have the funds transferred to the correct place. Doris makes a motion to allow a Fund Transfer of the Community Crossing Grant money from the Fire Protection Territory Fund to MVH Fund. David seconds. David in favor. Doris in favor. Rachel in favor. Motion carries.

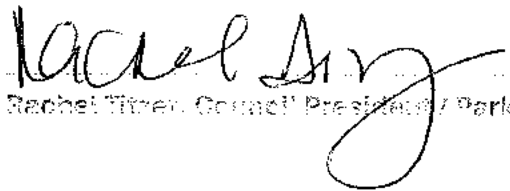
Next Meeting: July 2, 2024, 6:00pm @ Town Hall

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 8:23pm.

Lynchville Town Council:


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David Goldenberg, Council Member / Park Authority


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Doris Horn, Council Member / Park Authority


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Rachel Titzen, Council President / Park Authority

Attest: 
.....
Lauri Stockus, Clerk-Treasurer

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ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - June 18, 2024 Town Council Meeting

Installed by the TOWN OF LYNNVILLE-2018

Page 1 of 2 Pages

General Form No. 364 (1997) APVREGISTER_SUM.FRX

NOTES: (1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
 (2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/ Memorandum (See Note (2) Above)
//	102	4JS HARDWARE, LLC	MATERIALS AND	69.98			Liner Drum
//	213	COMMONWEALTH	PROJECT IN PROCESS	518.67			Permit Assistance
//	102	4JS HARDWARE, LLC	MATERIALS AND	32.15			Electrical Tape
//	142	BLACKOUT BAIT AND TACKLE	9 -OPERATING SUPPLIES	20.00			Bait
//	223	BOONVILLE LAWN & GARDEN,	9 -EQUIPMENT REPAIR /	94.63			Belt, cutter deck
//	260	CELEBRATION ICE, LLC	9 -OPERATING SUPPLIES	105.00			Ice
//	213	COMMONWEALTH	PROJECT IN PROCESS	846.15			Additional Service Connections
//	233	MCGOWAN INSURANCE	INSURANCE	1048.00			Worker's Comp
//	102	4JS HARDWARE, LLC	MATERIALS AND	49.98			5# box of washer
//	142	BLACKOUT BAIT AND TACKLE	9 -OPERATING SUPPLIES	22.50			Bait
//	223	BOONVILLE LAWN & GARDEN,	9 -EQUIPMENT REPAIR /	35.41			V belt
//	260	CELEBRATION ICE, LLC	9 -OPERATING SUPPLIES	47.50			Ice
//	213	COMMONWEALTH	PROFESSIONAL SERVICES	241.41			Compliance Specialist - NPDES Review
//	66	CORE & MAIN LP	MATERIALS AND	174.00			1" 90 Bend and CPLG Fixpjcts
//	161	DORIS J. HORN	5 -REPAIRS AND	55.15			Bagged Ice
//	171	HD SUPPLY FACILITIES	MATERIALS AND	241.46			Sterile dilutin water
//	231	HOOSIER BUSINESS	0 -OFFICE SUPPLIES	296.00			Toner for CT printer
//	249	KARLA KOLLEY	0 -CLEANING REPAIRS /	100.00			Monthly Service
//	1202	LYNNVILLE VOL FIRE DEPT	PUBLIC / TRAINING /	363.10			Expenses for Training Event
//	233	MCGOWAN INSURANCE	INSURANCE	2231.00			Worker's Comp
//	143	POINT MAN TECHNOLOGY LLC	9 -OFFICE SUPPLIES	325.71			Toner
//	63	RACHEL TITZER	9 -OPERATING SUPPLIES	89.99			Pop-up for Park Events
//	203	ROSEDALE SERVICES, INC.	PROFESSIONAL SERVICES	625.00			CBOD Analysis
//	242	TORNATTA TIRE	0 -TOWN MARSHAL -	943.19			Repairs on Crown 1/c
06/10/2024	31	DUKE ENERGY	9 -ELECTRIC	1328.12	1326.12	2282	Monthly Service
06/10/2024	99999	SIGPS	9 -DEPOSIT REFUND	500.00	500.00	2283	Race Weekend Event Refund
06/10/2024	99999	STACEY KRUSE	9 -DEPOSIT REFUND	100.00	100.00	2284	Rec Building Deposit Refund
06/10/2024	31	DUKE ENERGY	5 -ELECTRIC/NATURAL	85.97	85.97	2468	Monthly Service
06/10/2024	99999	TINA HAMILTON	5 -DEPOSIT REFUND	150.00	150.00	2469	Deposit Refund
06/10/2024	99999	HEATHER SIEGFRIED	5 -DEPOSIT REFUND	150.00	150.00	2470	Refund
06/05/2024	99999	HINDERLITER	CUSTOMER DEPOSIT	1304.69	1304.69	4884	Hydrant Meter Rental Refund less
06/10/2024	1402	QUADIENT, INC	MATERIALS AND	140.65	140.85	4885	Monthly Service
06/10/2024	31	DUKE ENERGY	PURCHASED POWER	873.22	873.22	4886	Monthly Service
06/10/2024	207	MCEEN SERVICES LLC	PROFESSIONAL SERVICES	6545.00	6545.00	4887	Monthly Service
06/13/2024	1805	PATOKA LAKE REGIONAL	PURCHASED WATER	9652.43	9652.43	4888	Monthly Service
06/18/2024	31	DUKE ENERGY	PURCHASED POWER	1166.90	1166.90	4889	Monthly Service
06/05/2024	174	BRIAN COOK	0 -DONATIONS	121.90	121.90	7312	Lunch for Employee Meeting and Safety
06/04/2024	172	STOLL-KEENON-OGDEN PLLC	0-PUBLIC IMPROVEMENT	3553.00	3553.00	7322	Public Improvement Financing - Main St
06/05/2024	220	CITIBANK, N.A.	0 -GROUNDS REPAIR /	280.96	260.96	7323	Mulch, ratchet, tarp for mulch spreading
06/18/2024	31	DUKE ENERGY	0 -ELECTRIC	491.74	491.74	7324	Monthly Service

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

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General Form No. 364 (1997) APVREGISTER_SUM.FRXX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
06/07/2024	31	DUKE ENERGY	ELECTRIC	264.46	264.46	22486	Monthly Service
05/31/2024	31	DUKE ENERGY	0 -ELECTRIC	173.94	173.94	22487	Monthly Service
06/07/2024	31	DUKE ENERGY	9 -ELECTRIC	193.14	193.14	22488	Monthly Service
06/07/2024	31	DUKE ENERGY	PURCHASED POWER	183.61	183.61	22489	Monthly Service
06/01/2024	134	GLOBE LIFE LIBERTY	PAYROLL-EMPLOYEE	208.97	208.97	22490	Monthly Payment
06/01/2024	1203	LYNNVILLE UTILITIES	WATER / SEWER	65.98	65.98	22491	Monthly Service
06/07/2024	1203	LYNNVILLE UTILITIES	5 -WATER/SEWER	65.98	65.98	22492	Monthly Service
06/07/2024	1203	LYNNVILLE UTILITIES	0 -WATER / SEWER	135.42	135.42	22493	Monthly Service - Town Hall
06/07/2024	1203	LYNNVILLE UTILITIES	9 -WATER / SEWER	253.79	253.79	22494	Monthly Service
06/07/2024	1203	LYNNVILLE UTILITIES	MATERIALS AND	141.94	141.94	22495	Monthly Service
06/12/2024	1602	PAYROLL	0 -TOWN HALL	4158.00	4158.00	22502	Gen Town Hall
06/12/2024	1602	PAYROLL	SALARIES WAGES	6741.77	6741.77	22503	WTP Wages
06/12/2024	1602	PAYROLL	PAYROLL FEDERAL 941	14294.79	14294.79	22504	Net DD Entry
06/12/2024	1602	PAYROLL	5 -REPAIRS AND	214.58	214.58	22505	Community Center-Repairs/Maint
06/12/2024	1602	PAYROLL	BUILDING / GROUND	199.33	199.33	22506	Fire-Building/Grounds
06/12/2024	1602	PAYROLL	9 -GROUNDSKEEPER	7101.41	7101.41	22507	Park Groundskeeper
06/12/2024	59	INTERNAL REVENUE SERVICE	PAYROLL FEDERAL 941	3281.27	3281.27	22508	W/H
06/13/2024	20	AFLAC	PAYROLL-EMPLOYEE	172.28	172.28	22509	Monthly Service
06/13/2024	235	BFI WASTE SERVICES OF	SLUDGE REMOVAL	3945.62	3945.62	22510	Monthly Service
06/14/2024	189	QUADIENT, INC. POSTAGE	MATERIALS AND	200.00	200.00	22515	Monthly Service
06/17/2024	112	SYNCHRONY BANK	5 -REPAIRS AND	214.70	214.70	22516	Beautification-flowers, potting soil, miracle
06/17/2024	112	SYNCHRONY BANK	0 -GROUNDS REPAIR /	60.79	60.79	22517	Beautification-flowers, potting soil, miracle
06/17/2024	200	WEX BANK	0 -GROUNDS REPAIR /	385.90	385.90	22522	Monthly Service
06/17/2024	200	WEX BANK	9 -OPERATING SUPPLIES	491.98	491.98	22524	Monthly Service
06/17/2024	200	WEX BANK	TRANSPORTATION	568.89	568.89	22525	Monthly Service
06/17/2024	200	WEX BANK	FUEL FOR TRUCKS	218.15	218.15	22526	Monthly Service
06/07/2024	99999	CHARLENE DAVIS	9 -DEPOSIT REFUND	100.00	100.00	22537	Rec Building Rental Deposit Refund- Davis
		Checks: 0- 22537		79435.45	70659.47		

Hours Report Summary

For payroll ending 06/11/2024 12:00:00 AM
All Records

Paytype : Normal		Account Number	Units Taken	Hours Worked	Salary Hours	Amount
Distribution Name			PTO			
Gen Town Hall	1101001111.240	0.00000	2.58750	0.00000	\$41.40	
Gen Clerk Treasurer	1101001112.000	0.00000	0.00000	0.00000	\$736.28	
Gen Groundskeeping	1101001114.000	0.00000	96.58750	30.30000	\$2302.81	
MVH Wages	2201001112.000	0.00000	8.48750	0.00000	\$213.58	
Park Groundskeeper	2204001111.000	0.00000	158.00000	0.00000	\$2264.14	
Park Employees	2204001113.000	0.00000	204.50000	0.00000	\$2652.17	
Park Extra Help	2204001114.000	0.00000	0.86250	0.00000	\$13.80	
Park Superintendent	2204001116.000	0.00000	0.00000	93.50000	\$1666.66	
Fire-Building/Grounds	2209300200.000	0.00000	6.52500	3.78750	\$199.33	
Community Center-Repairs/Maint	2226000361.000	0.00000	6.52500	3.78750	\$199.33	
Town Marshal	2240200111.400	0.00000	14.50000	0.00000	\$406.00	
Town Manager	4437020111.400	0.00000	4.00000	0.00000	\$151.76	
WTP Wages	6101001112.000	0.00000	37.08750	18.93750	\$2109.00	
WWTP Wages	6201001112.000	0.00000	65.08750	18.93750	\$3171.31	
Subtotals for Paytype : Normal		0.00000	604.75000	169.25000	\$16127.57	

Paytype : Overtime		Account Number	Units Taken	Hours Worked	Salary Hours	Amount
Distribution Name			PTO			
WWTP Wages	6201001112.000	0.00000	17.50000	0.00000	\$995.93	
Subtotals for Paytype : Overtime		0.00000	17.50000	0.00000	\$995.93	

Paytype : Park		Account Number	Units Taken	Hours Worked	Salary Hours	Amount
Distribution Name			PTO			
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	

Hours Report Summary

For payroll ending 06/11/2024 12:00:00 AM
All Records

	PTO	Units Taken	Hours Worked	Salary Hours	Amount
Total Records Printed :		0.00000	622.25000	169.25000	\$17123.50

17

Payfile Distribution Journal

For payfile ending 06/11/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: Groundskeeping				
Gen Groundskeeping	1101001114.000	\$2302.81	Federal Withholding	\$435.75
MVH Wages	2201001112.000	\$213.58	FICA Withholding	\$486.84
Fire-Building/Ground	2209300200.000	\$199.33	Medicare Withholding	\$113.84
Community Center-Rep	2226000361.000	\$199.33	State Withholding	\$239.49
Town Manager	4437020111.400	\$151.76	Local Withholding	\$39.27
WTP Wages	6101001112.000	\$1446.38	Ambetter from MHS- P	\$165.69
WWTP Wages	6201001112.000	\$3504.63	DD - Heritage Federa	\$242.16
			DD - IN Members Cred	\$1580.42
			DD - Old National	\$820.22
			DD-Centurion Federal	\$709.58
			DD-German American B	\$3184.56
Groundskeeping Wages Total		\$8017.82	Deductions Total	\$8017.82
			Net Pay	\$0.00
Location: Park				
Park Groundskeeper	2204001111.000	\$2264.14	Federal Withholding	\$117.33
Park Employees	2204001113.000	\$2652.17	FICA Withholding	\$408.14
Park Superintendent	2204001116.000	\$1666.66	Medicare Withholding	\$95.44
			State Withholding	\$200.78
			Local Withholding	\$32.91
			DD - Centier Bank	\$473.55
			DD - Diamond Valley	\$575.81
			DD - Fifth Third Ban	\$535.20
			DD - LNB Community	\$2744.05
			DD - Liberty Federal	\$381.76
			DD - Peoples	\$1018.00
Park Wages Total		\$6582.97	Deductions Total	\$6582.97
			Net Pay	\$0.00
Location: Town Hall				
Gen Town Hall	1101001111.240	\$41.40	Federal Withholding	\$145.01
Gen Clerk Treasurer	1101001112.000	\$736.28	FICA Withholding	\$151.82
Park Extra Help	2204001114.000	\$13.80	Medicare Withholding	\$35.51
Town Marshal	2240200111.400	\$406.00	State Withholding	\$74.69
WTP Wages	6101001112.000	\$662.62	Local Withholding	\$12.24
WWTP Wages	6201001112.000	\$662.61	DD - Evansville Teac	\$245.09
			DD - LNB Community	\$1463.86
			DD-USAA Federal Savi	\$320.53
			Globe Life	\$73.96
Town Hall Wages Total		\$2522.71	Deductions Total	\$2522.71
			Net Pay	\$0.00

Location: GRAND TOTAL

Payfile Distribution Journal

For payfile ending 06/11/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Gen Town Hall	1101001111.240	\$41.40	Federal Withholding	\$698.09
Gen Clerk Treasurer	1101001112.000	\$736.28	FICA Withholding	\$1046.80
Gen Groundskeeping	1101001114.000	\$2302.81	Medicare Withholding	\$244.79
MVH Wages	2201001112.000	\$213.58	State Withholding	\$514.96
Park Groundskeeper	2204001111.000	\$2264.14	Local Withholding	\$84.42
Park Employees	2204001113.000	\$2652.17	Ambetter from MHS- P	\$165.69
Park Extra Help	2204001114.000	\$13.80	DD - Centier Bank	\$473.55
Park Superintendent	2204001116.000	\$1666.66	DD - Diamond Valley	\$575.81
Fire-Building/Ground	2209300200.000	\$199.33	DD - Evansville Teac	\$245.09
Community Center-Rep	2226000361.000	\$199.33	DD - Fifth Third Ban	\$535.20
Town Marshal	2240200111.400	\$406.00	DD - Heritage Federa	\$242.16
Town Manager	4437020111.400	\$151.76	DD - IN Members Cred	\$1580.42
WTP Wages	6101001112.000	\$2109.00	DD - LNB Community	\$4207.91
WWTP Wages	6201001112.000	\$4167.24	DD - Liberty Federal	\$381.76
			DD - Old National	\$820.22
			DD - Peoples	\$1018.00
			DD-Centurion Federal	\$709.58
			DD-German American B	\$3184.56
			DD-USAA Federal Savi	\$320.53
			Globe Life	\$73.96
GRAND TOTAL Wages Total		\$17123.50	Deductions Total	\$17123.50
				Net Pay
				\$0.00



14619 W. State Road 48
Jasonville IN 47438-7056
May 6, 2024

RECEIVED

MAY 08 2024

Town Of Lynnville
P O BOX 99
Lynnville IN 47619

Lynnville Clerk Treasurer

RE: Permit Renewal Approval/issuance
Somerville South Mine
Permit #S-335 Renewal-5

Dear Sir/Madam:

In compliance with 312 IAC 25-4-117, Coal Mining and Reclamation Operations, the Division of Reclamation is notifying you that the Director of the Department of Natural Resources has approved and issued the permit renewal listed below.

Company Name: Peabody Midwest Mining, LLC
Responsible Official: Andrew Nelson, Permit Manager
Mailing Address: 566 Dickeyville Road, Lynnville IN 47619
Telephone Number: (812) 922-1015
Mine Name: Somerville South Mine
Permit Number: S-335 Renewal-5
County: Gibson
Quadrangle: Elberfeld and Lynnville
Legal Description: All or parts of Sections 23, 24, 25, 26, 35 & 36, T3S, R9W and all or parts of Sections 18, 19, 20, 29, 30, 31 & 32, T3S, R8W.

A copy of the permit renewal is available in the library in the county in which the permit is located and in our Jasonville office.

If there are any questions concerning the above permit, please contact the Reclamation Specialist designated for this permit at our field office, telephone number 812-665-2207 or 1-800-772-6463.

Sincerely,

Jayne Peltier
Assistant Director- Coal Regulatory Program
Division of Reclamation

JP/sjm

Cc: J. file
Reclamation Specialist



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

JUN 07 2024
Lynnville Clerk Treasurer

OFFICE OF WATER QUALITY
PERMITS BRANCH/NPDES Permits Program
(National Pollutant Discharge Elimination System)

NOTICE OF DECISION TO ISSUE APPROVAL OF COVERAGE UNDER A
GENERAL NPDES PERMIT

PUBLIC NOTICE NO: 20240531 – ING040038– GP

DATE OF NOTICE: May 31, 2024

To Whom It May Concern:

Indiana statutes (IC 4-21.5) require the Indiana Department of Environmental Management (IDEM) to notify any potentially affected person(s) whenever a final agency decision is issued. IDEM requires the applicant to assist us with this notification by providing us with a listing of anyone whom they would consider a potentially affected person. You are receiving this notice because you have been identified as a Potentially Affected Person and may have an interest in this matter. This notice is to inform you that the facility mentioned here has recently either acquired or renewed their NPDES general permit coverage, which allows them to discharge water from their operation to waters of the State. The permit contains specific monitoring and reporting requirements for several parameters which are based upon federal and state regulations and water quality standards. The permittee must report those results to IDEM on a routine basis. These documents are available for public review on IDEM's Virtual File Cabinet which is accessible online at https://www.in.gov/idem/legal/public-records/virtual-file-cabinet/.

RENEWAL OF GENERAL PERMIT COVERAGE UNDER 327 IAC 15-7

PEABODY MIDWEST MINING - SOMERVILLE SOUTH MINE, NPDES General Permit Coverage No. ING040038. This coal mine is located at 8278 South CR 850 E, near Eiberfeld, IN (GIBSON COUNTY). The permittee has submitted a complete Notice of Intent to request renewal of coverage under 327 IAC 15-7, the NPDES general permit-by-rule for Facilities Engaged in the Mining of Coal, Coal Processing and Reclamation Activities. The permittee is also requesting the deletion of two (2) outfalls that have been removed or are no longer in use. This facility operates under the following DNR Permit Nos. S-0150, S-0159, S-0322, and S-0335. This renewal of coverage shall become effective on July 1, 2024.

No action on your part is required. If you are concerned or adversely affected by this action, you have a right to appeal the Decision as outlined on page 2.

For permit details, questions, or concerns please contact Permit Manager: Ms. C. Anne Burget at (317) 234 8745 or via email at cburget@idem.IN.gov.

Thank you for your attention to this matter.





5/14/2024

Town of Lynnville
207 N Main Street
Lynnville, IN 47619

Dear Lauri,

Thank you for your in-kind donation for WNIN's 2023 Channel 9 Auction. Your generous donation enables us to provide thousands of families in the region with quality television and radio programming that promotes education, community betterment, and togetherness free of charge. Your donation is tax deductible, our Tax ID is: 35-1307165.

Donated Item(s): 2 Park Passes and 1 Weekend of Camping
Total Value: \$140.00

On behalf of the board, staff, and most importantly, the regional communities we serve, thank you for supporting our mission!

Sincerely,

Karen Robinson
Director of Events/Theatre
d: (812) 423-2973
e: krobinson@wnin.org
w: www.wnin.org



Two Main St, Evansville, IN 47708-1027
812-423-2973 Fax 812-428-7548 www.wnin.org



AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

LOCHMUELLER PROJECT NO: 124-0045-00W

DATE: June 14, 2024

CLIENT: Town of Lynnville Indiana
207 Main Street
Lynnville, Indiana 47619

PROJECT NAME/LOCATION

Water Loss Audit Third-Party Level 1 Validation in accordance with Senate Enrolled Act 347 and Senate Enrolled Act 4

SCOPE/INTENT AND EXTENT OF SERVICES

LOCHMUELLER shall provide the services set forth in Attachment "A", attached hereto and incorporated herein by reference.

FEE ARRANGEMENT

LOCHMUELLER shall receive compensation for such professional services set forth in Attachment "A" of this Agreement on a lump sum basis in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) unless a modification to this Agreement is made in writing by both parties.

SCHEDULE

The Water Loss Audit Level 1 Validation shall be completed and ready for submittal to the Indiana Finance Authority on or before August 1, 2024.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. PLEASE REVIEW THEM CAREFULLY.

OFFERED BY: LOCHMUELLER GROUP, INC.

ACCEPTED BY: TOWN OF LYNNVILLE INDIANA

David N. Goffinet
Regional Leader – Southern Indiana

Name:
Title:

Date

Date

LOCHMUELLER GROUP INC. (LOCHMUELLER) shall perform the services outlined in this Agreement for the stated fee arrangement otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT'S**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT'S** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of any resulting damage.

TERMINATION OF SERVICES
Payments for **LOCHMUELLER'S** services shall be submitted, at **LOCHMUELLER'S** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, INDIANAPOLIS, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

ACCOUNTS RECEIVABLE
Payments not received within 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

MODIFICATION OR CHANGE IN SERVICES
In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as contemplated by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

DISCLAIMER OF WARRANTIES AND STANDARD OF CARE
Warranties and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will use that degree of care and skill ordinarily exercised under similar conditions by the engineering profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by this Agreement.

ASSIGNMENT OF LIABILITY FOR CLAIMS
In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER'S** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER'S** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER'S** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

CONSEQUENTIAL DAMAGES
CLIENT and **LOCHMUELLER** further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

SUBCONTRACTORS
If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT'S** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

GOVERNING LAW AND DISPUTE RESOLUTION
This Agreement is to be governed by and interpreted in accordance with the law of the State of Indiana. If either **CLIENT** or **LOCHMUELLER** has a claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in mediation with a third-party neutral mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

TERMINATION OF SERVICES
This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS
All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by **LOCHMUELLER** as instrument of service shall remain the property of **LOCHMUELLER**. **LOCHMUELLER** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

SCOPE OF SERVICES

- 1.0 WATER LOSS AUDIT LEVEL 1 VALIDATION (YEAR 2023)
The CONSULTANT shall perform the Water Loss Audit Level 1 Validation for the year 2023 in accordance with Senate Enrolled Act 347 and Senate Enrolled Act 4. The services to be provided are more specifically set forth as follows:
 - 1.1 Complete a separate and independent Water Loss Audit Level 1 Validation of the completed Water Loss Audit in accordance with the AWWA M36 Manual, Water Research Foundation Level 1 Water Audit Validation Guidance Manual and associated documents from the Indiana Finance Authority
 - 1.2 Provide a validation by a person that did not provide assistance during the Water Loss Audit process and is a Certified Water Loss Audit Validator in the State of Indiana and in good standing with the Indiana Finance Authority.
 - 1.3 Deliverables
 - 1.3.1 Water Loss Audit Level 1 Validation Certificate signed by the Validator.
 - 1.3.2 Validated Water Loss Audit in Excel format for submission to the Indiana Finance Authority.
- 2.0 SERVICES NOT BEING PROVIDED BY LOCHMUELLER
The Services not being provided by LOCHMUELLER under this Agreement include, but are not limited to, the following:
 - 2.1 Comprehensive Financial Audit of Water Utility
 - 2.2 Plans or specifications for any improvements
 - 2.3 Identification of current or future capital projects
 - 2.4 Audit or Validations of years other than those identified.
 - 2.5 Water Loss Audit

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT "B"

INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

The following information and/or services shall be provided to LOCHMUELLER by the CLIENT as to not delay the progress of the progress.

- 1.0 Water billing data
- 2.0 Water production data
- 3.0 Water Meter Data
- 4.0 Water Imported/Exported, if applicable
- 5.0 Available Water Loss information
- 6.0 Utility annual operating expenses by account
- 7.0 Inspection records for tanks, wells, etc.
- 8.0 Water rate schedules
- 9.0 Power and Chemical usage cost
- 10.0 Vehicle and equipment replacement needs
- 11.0 Water System Schematic

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[External]Re: Redistricting for council positions

William Bruner <brunlaw1@gmail.com>

Mon 4/29/2024 9:40 AM

To: Rachel Titzer <council2@townoflynnville.com>

Cc: Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Mike Mitchell Town Marshal, Lynnville PD <marshal@townoflynnville.com>

I will prepare a draft ordinance reflecting the foregoing and send it to you before the next meeting. It can always be changed, depending on the council's ultimate decision, but this will move the matter forward.

Bill

On Wed, Apr 17, 2024 at 10:02 AM Rachel Titzer <council2@townoflynnville.com> wrote:

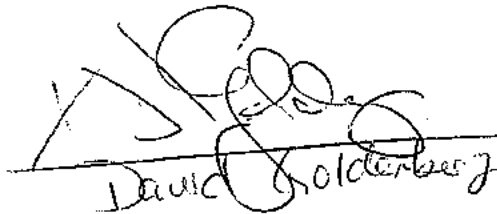
I have been thinking about the 3 at large seats for the council position. I would like for us to discuss as well considering keeping 3 districts (and redistricting) , but adding 2 at large. Creating a board of 5. Having a president and a vice-President. The workload could be more evenly distributed and more representation from the town. Eliminating the park board advisory, which I do not think would necessary with additional council seats, Their salaries could help fund the other 2 positions as well.

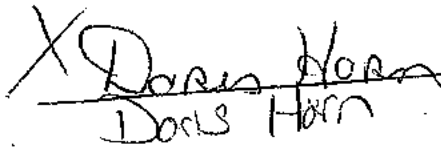
Still staggering the election years also, 2 at large being 2 year terms to start. Having one council member (who understands them) handle lease issues, then bringing it to the board.

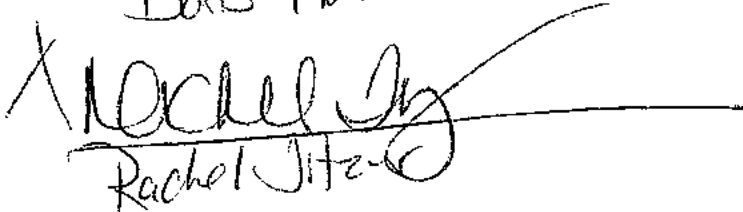
I would like for us to discuss this.

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.


David Goldenberg


Doris Horn


Rachel Titzer

[External]Re: Redistricting for council positions

William Bruner <brunlaw1@gmail.com>

Mon 4/29/2024 9:40 AM

To: Rachel Titzer <council2@townoflynnville.com>

Cc: Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Mike Mitchell Town Marshal, Lynnville PD <marshal@townoflynnville.com>

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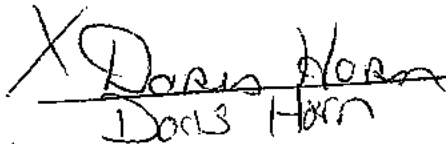
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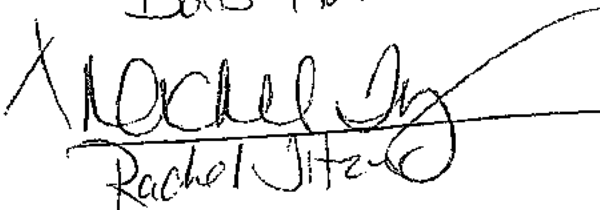
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Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.


David Goldenberg


Doris Horn


Rachel Titzer

ORDINANCE ABOLISHING ELECTION DISTRICTS.

WHEREAS the Town of Lynnville is required to recertify its election districts before June 30, 2025 pursuant to IC 3-5-10-7.1,

WHEREAS, the Town Council believes that it would be in the best interest of the Town and its citizens that the current election districts be abolished and all members of the Town Council be elected at large and has the authority to do so under IC 36-5-2-4.1(g),

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

SECTION 1

The current election districts within the Town of Lynnville are hereby abolished and an at large district is hereby created which encompasses all the real estate lying within the boundaries of the Town.

SECTION 2

All members of the Town Council shall be elected at large.

SECTION 3

This ordinance shall be effective upon passage

SECTION 4

This ordinance shall be filed with the Warrick Count Circuit Court Clerk within thirty (30) days of the date it is adopted.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana this _____ day of _____, 2024.

TOWN COUNCIL OF THE
TOWN OF LYNNVILLE, INDIANA

Member, David Goldenberg

Member, Doris Horn

RESOLUTION NO. 2024-

A RESOLUTION TO SUBMIT A PUBLIC QUESTION ON THE NUMBER OF TOWN COUNCIL MEMBERS TO THE VOTERS OF THE TOWN OF LYNNVILLE

WHEREAS, IC 35-5-2-4.2 authorizes the legislative body, the Lynnville Town Council, to adopt a resolution to submit a public question on the number of Town Council members to the voters of the Town,

WHEREAS, the Town Council believes that it would be in the best interest of the citizens of the Town and provide for more effective government, given the increase in the number of projects within the Town, if the number of Town Council members is increased from the current three members to five members.

AND WHEREAS, the Town Council now determines that a public question should be submitted to the voters of the Town as to whether or not the number of Town Council members should be increased from three to five.

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

SECTION 1

The proposed number of Town Council members is five.

SECTION 2

The date of the general election at which the public question will appear on the ballot is November 3, 2026.

SECTION 3

The following question will be placed on the ballot in the form provided by IC 3-10-9-4:

“Shall the number of town council members be increased from three members to five members?”

SECTION 4

This question shall be submitted to the Warrick County Election Board no later than August 1, 2026 to be placed on the general election ballot.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana this _____ day of _____, 2024.

Lynnville Clerk

From: David Goldenberg
Sent: Monday, May 20, 2024 3:31 PM
To: William Bruner; Rachel Titzer; Doris Horn; Lauri Stockus
Subject: Re: [External]Elections

Thank you!

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From: William Bruner <brunlaw1@gmail.com>
Sent: Monday, May 20, 2024 3:26:41 PM
To: Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>
Subject: [External]Elections

Attached for your review are the following:

- a. Ordinance Abolishing Election Districts.
- b. A Resolution to Submit a Public Question on the Number of Town Council Members to the Voters of the Town of Lynnville.

In my opinion, an ordinance providing for staggered terms should be passed sometime in 2025, before December 31.

Bill

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Town of Lynnville
Personnel Policy
For All Town Employees**

**Town of Lynnville
207 Main St., P.O. Box 99
Lynnville, IN 47619
812-922-5111**

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**The following is the “Town of Lynnville’s Personnel Policy”
which covers all full time and part time employees.
THIS IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT
GUARANTEE EMPLOYMENT**

Commented [SC1]: Note this handbook does not appear to apply to elected officials or contracted persons, but merely full and part time employees.

Employment and Compensation

Equal Employment Opportunity

The Town of Lynnville believe that equal employment opportunities benefit both you and the Town. To run a successful Town, it is important to hire the best talent available regardless of race, creed, religion color, sex (including gender, pregnancy, sexual orientation, and gender identity), age, veteran status, national origin, ~~or~~ disability, and any other characteristic protected under applicable federal, state, or local law. The Town of Lynnville promotes equal opportunity at all levels of its operations, from recruitment, throughout one’s career, to retirement. All personnel policies are administered equitably.

Employment-At-Will

Employment for the Town of Lynnville is “at will”. This means each employee may, at any time voluntarily leave employment with the Town of Lynnville, with or without notice. The Town of Lynnville may, at any time, terminate the employment relationship with or without cause and with or without notice.

The policy may not be modified by any statement contained in this manual or any other employee materials, including applications, memoranda or other documents provided to applicants and employees in connection with their employment. None of these documents, whether single or combined, create any express or implied contract of employment for a definite period or an express or implied contract concerning any terms or conditions of employment.

Town of Lynnville policies and practices with respect to any matter should not be considered as creating and contractual obligation on the part of the Town of Lynnville or as stating in any way termination will occur only “for cause”. Statements of specific grounds for discharge or termination set forth in this policy or any other Town of Lynnville documents are examples only and are not intended to restrict the Town of Lynnville’s right to terminate or discharge “at will”.

Falsification of Company Records

An employee who falsifies Town records will be subject to disciplinary action up to and including discharge. Examples of Town records include, but are not limited to, employment applications, expense account records, labor documents and time sheets.

Garnishments

When an order is issued by a Court of Law, the Town of Lynnville is required by law to garnish wages. The employee shall be given a one (1) week notice prior to garnishment.

Outside Employment

Employees shall not engage in any outside employment that adversely affects their job performance for the Town of Lynnville.

Work Environment

Equipment Policy

Employees shall treat Town of Lynnville equipment with care. If negligence or abuse by the employee is determined to have occurred, the employee shall be held solely responsible.

Phone Calls/Texts

The Town of Lynnville phones shall be used for business purposes only, except in case of emergency. Employees shall return personal calls/texts at their designated break time, except in case of emergency.

Courtesy

Employees shall be courteous in business relationships with both customers and fellow employees, whether in person, on the phone or in written correspondence. Any discourtesy will be appropriately addressed by the Lynnville Town Council. This does not give a customer license to use inappropriate language, demean or in any way disrespect you as a person.

Smoking

Smoking is prohibited in areas prohibited by law, local ordinance, or applicable regulations. Smoking is prohibited in areas where chemicals are stored or used. Smoking is prohibited in all areas where there are occupational safety hazards.

Drug Use Substance Abuse in the Workplace

Policy Statement

The Town of Lynnville is committed to providing a drug and alcohol-free environment at the workplace. Drug or alcohol use in the workplace is a threat to the safety and health of employees and jeopardizes the efficiency or operations and the quality of Town services. ~~The Town of Lynnville does not intend to intrude on the privacy of its employees. However,~~ The Town of Lynnville requires employees to report to work and remain fully able to perform their duties in a safe and efficient manner. The Town of Lynnville's policy shall comply with the provisions set forth in the Drug-Free Workplace Act of 1988. The policy statement is as follows:

The manufacture, distribution, dispensations, possession, or use of an illegal Drug or alcohol in the workplace is prohibited. An illegal drug includes any controlled substance or drug-like substance whose use, possession, purchase, sale, distribution, or manufacturing is unlawful.

Substance Abuse Policy Guidelines

Conviction of a Drug-Related Offense Occurring in the Workplace

Steps to be taken if an employee is convicted of a drug-related offense occurring on the Town of Lynnville premises.

1. Employee shall notify the appropriate person within five (5) days after the conviction (conviction – finding of guilty, including a plea of no-contest)
2. Employees shall notify the Executive Director (Town Manager of Lynnville Town Council).

3. As required by the Drug-Free Workplace Act of 1988, the Town of Lynnville shall impose sanctions on the employee within thirty (30) days after receiving notice ~~of the~~ of the employee's conviction. Sanctions may include, but are not limited to, termination of employment or mandatory participation in an approved drug-abuse assistance or rehabilitation program. **COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT.**

Any employee who violates this policy shall be subject to disciplinary action, up to and including discharge.

Drug and Alcohol Testing

The Town of Lynnville may diagnostically test any employee whose condition is reasonably suspected of being affected with illegal drugs or alcohol. This includes employees who are on Town of Lynnville property, who are on the job or on duty at any Town of Lynnville locations. If diagnostic tests reveal the presence of an illegal drug or alcohol, the employee shall be subject to disciplinary action, up to and including discharge. If an employee refuses to submit to a diagnostic test, they will be subject to appropriate disciplinary action, up to and including discharge.

Drug Searches

The Town of Lynnville will conduct a search of any employee who is reasonably suspected of manufacturing selling, distributing, purchasing, possessing, or using an illegal drug while on any Town of Lynnville property or while doing any business pertaining to Town of Lynnville. The search may be conducted on ~~or off company~~ Town property and may include a search of the employee, employee's vehicle, employee's personal belongings and any Town of Lynnville property assigned to the employee. Any illegal drugs or drug paraphernalia found during the search will be turned over to the proper authorities.

On the Job Drug Use, Possession and Sale

Any employee who manufactures, sells, distributes, dispenses, purchases, possess or used an illegal drug while on ~~Two~~ own of Lynnville property or while conducting business pertaining to Town of Lynnville, will be subject to disciplinary action, up to and including discharge.

Off the Job Drug Possession and Sale

If an employee is convicted of ~~off the job~~ illegal drug activity, the Executive Director (Town Manager of Town of Lynnville) will review the situation. In deciding what action to take, the Lynnville Town Council will consider the nature of the conviction, employee's present job assignment, employee's record with the Town of Lynnville and other factors related to the impact of the employee's conviction on the conduct of Town of Lynnville business.

On the Job Use of Prescription Drugs

There may be times when employees are prescribed a drug to treat a sickness or disease. In these cases, the employee shall advise their supervisor of the type of drug and the side effects taking the drug might affect their job performance. Employees will not be allowed to work if taking a legally proscribed drug impairs their ability to perform their job or may jeopardize the safety of the employee or co-workers. If possible, employees shall be reassigned to a position that can be performed safely. Otherwise, the employee will not be able to return to work until such a time they are able to perform their duties safely for the benefit of the employee and their co-workers.

Code of ~~Ethics~~ Conduct

Introduction

Ethics are principles of moral duty/right and wrong decisions that generally come into play when we are faced with a choice. These principles are related to the personal conduct of individuals and are the product of human traditions over thousands of years. When offered a gift from one of the Town of Lynnville's vendors, should you accept it or not? When asked by someone to reveal information from a customer's records, should you go ahead and say "no"? Individuals make these choices but the decisions they make reflect on the entire town.

All employees of the Town of Lynnville carry the Town's good name in their hands whenever they make decisions, and they make hundreds every day. From all these decisions, public and private, working values emerge. They show the public whether we deal fairly or play favorites, whether we take safety seriously or just pay it lip service, whether our work is good or whether it isn't. Now more than ever people are watching our conduct. They want to know what kind of Town we are, how far we go to do the right thing, what value we place on principle. This Code of Ethics and Conduct was compiled to guide you when you are faced with a choice. Constant attention to appropriate priorities and to ~~do~~ the concept ~~to~~ of ethical decision making helps us make better decisions.

Within groups and societies there are those who choose, at times, not to conform to the standard of ethical conduct which has been established. As for the Town of Lynnville, actions not living up to our established standards of ethical conduct are not tolerated. Appropriate disciplinary action, up to and including discharge and prosecution, will be exercised.

Since almost every business has an element of ethical responsibility in it and since no written document can anticipate every situation, this one is designed to act as a general guide to those matters most frequently create ethical problems or demand in ethical decision.

If you feel ~~the~~ situation ~~could~~ exist, which is or could be a conflict with the Code of Ethics ~~and~~ Conduct, you should discuss it with your Town Council.

The Town of Lynnville's employees should continue to strive for the standard of ethical conduct: The Highest. Our ethics are ultimately determined by all of us as we do our daily jobs.

Conflict of Interest

Employees should always act in the best interest of the Town and not permit outside interests to interfere with their job duties. It is impractical to try to foresee or define every situation which might be considered a conflict of interest. It is any situation which has the potential to adversely influence your judgment in carrying out your Town duties. That is, at times, your personal interests may conflict with those of the Town of Lynnville. Some examples are set forth below.

General Obligations

All employees of the Town of Lynnville have an obligation to be free from any personal influences or conflicting interest when they represent the Town of Lynnville or make any recommendations influencing the Town's actions. While the Town of Lynnville respects the right of employees to privacy to their personal activities and financial affairs, any situation which either conflicts ~~are~~ or appears to conflict with their responsibility to act in the best interest of the Town of Lynnville must be always avoided.

Financial Interests

Conflicts with the interests of the Town of Lynnville may arise when the employee or dependent of any employee has a pecuniary interest in or derives a profit from a contract or purchase connected with the town served by the employee. In such circumstances the employee shall comply with IC 35-44.1-1-4 or by subject to conviction of the commission of a Level 6 felony.

Other Employment

Any outside employment which prevents giving full measure to your Town of Lynnville duties is a conflict of interest. This is aside from any other possible financial conflict.

Commented [SC2]: This seems duplicative of the outside employment policy on page 4. I would consider deleting one or the other policy.

Gift, Gratuities and Entertainment

No employees of the Town of Lynnville shall solicit or accept any personal fees, gifts, favors or other remuneration in exchange for any Town of Lynnville business. Acceptance of articles of nominal value such as, items used for sales, promotions, ordinary business lunches and reasonable entertainment consistent with local social and business custom are not considered conflict.

Work Practice

Equal Opportunity

The Town of Lynnville believes in equal opportunity for all employees and candidates for employment individuals are selected and placed based on qualifications for the work to be performed. The Town of Lynnville strives to permit each employee to achieve their potential.

All Unlawful Harassment Prohibited

The Town of Lynnville strictly prohibits and does not tolerate unlawful harassment against employees because of race, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including sexual orientation and gender identity), age, disability, or any other characteristic protected by federal, state, or local law. Employees who believe they are being subjected to harassment should immediately contact their supervisor, the Town Manager, or the President of the Town Council. If the complain is toward a Town Council member the employee should immediately contact the Town Attorney.

Sexual Harassment

It is the policy of the Town of Lynnville to provide a work environment free from all forms of sexual harassment (including harassment based on pregnancy, sexual orientation, and gender identity). Such harassment should be understood to include the use of sexually suggestive or demeaning language, as well as unwelcomed sexual advances or physical contact. Employees who believe they are being subjected to sexual harassment ~~are encouraged to should~~ immediately contact their supervisor, the Town Manager, or the President of the Town Council. If the complaint is toward a Town Council member that ~~employee is encouraged to should~~ immediately contact the Town Attorney.

No Retaliation

No one will be subject to any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment, pursuing any harassment claim, or participating in related investigations.

Disability Accommodations Policy

The Town of Lynnville complies with the Americans with Disabilities Act (ADA) and all applicable state and local disability accommodations laws. The Town provides reasonable accommodations to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Department Head. The Town encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Town will engage in interactive dialogue with you to explore possible reasonable accommodations. If your disability or need for accommodation is not obvious, the Town may ask you to provide supporting medical documentation. If the documentation provided is insufficient, the Town may require you to see a health care professional of the Town's choosing, at the Town's expense. Failure to see the designated health care professional may result in your request being denied. Any medical information obtained will be kept confidential.

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Compensation

The Town of Lynnville endeavors to provide compensation levels adequate to attract and retain highly qualified employees and intends to base increases in pay on the employee's job performance.

Employee Development

At every level, each Department Head is responsible for helping their employees reach their full potential. Department Heads should discuss strengths and areas for improvement, aid in planning for future growth, create opportunities for employees to learn new skills and prepare for new responsibilities.

Commented [SC3]: This reads like an internal policy and I would consider whether the Town would like this to remain in the employee handbook. If it does remain in the handbook, it should be consistent with how the Department Heads actually review employees.

Safety and Health

The safety and health of the Town of Lynnville employees are of the highest priority. No employee of the Town of Lynnville is ever to be asked to violate safety rules and no departure for safety rules or safe work practices will be tolerated, no matter how urgent or important the job. Such cases are treated with an attitude of concern and understanding. The Town of Lynnville provides avenues for such an employee to seek appropriate help, although each employee remains responsible for adequately performing their job.

Obligations to Customers

Privacy is a matter of trust between us and our customers. We do not violate that trust by misusing information on individual customers or by providing a list of our customers to others for commercial or other purposes except as required by law or approval by Town of Lynnville Council members.

Purchasing

It is the policy of the Town of Lynnville to purchase all needed equipment, supplies and service based on quality, utility and price offered by vendors. These factors being equal among bidders, the Town of Lynnville selects suppliers located within our service territory, with Indiana, within the nation and worldwide, in that order.

Environmental Crimes and Penalties

Introduction

Over the last several years changes to environmental criminal laws have broadened the scope of activities subject to criminal enforcement and have increased the severity of punishments that can be imposed upon offenders. Criminal penalties may be imposed upon the Town of Lynnville or the individuals who committed the wrongful act, depending on the circumstances.

Most environmental laws impose criminal liability upon a person who knowingly violates the law-were broken. The "knowledge" required to convict may not require a person to have actual knowledge that a law was broken. Sometimes simply having responsibility within a business that deals with regulated materials can be enough to infer criminal knowledge. Knowledge can also be inferred where a person deliberately closes their eyes to a problem. In other words, no intent to violate a law may be necessary to incur criminal liability.

If you have any doubt about the appropriateness of your proposed actions or the actions of others regarding environmental activities, consult the Town of Lynnville Attorney.

Recording, Monitoring and Reporting Violations

Federal and State environmental statutes make it a crime to knowingly make a false statement in or omit material information from documents required to be submitted or filed under the law. Such documents include permit applications and monitoring reports.

Violations Arising from Releases and Spills

Failure to notify the appropriate authorities of an oil spill, hazardous substance release or hazardous air pollutant release is made a crime by several environmental laws. Complying with the reporting requirements protects the person making the report from criminal prosecution for failure to report the spill or release.

Releasing oil or a hazardous pollutant or waste into the environment (outside of permit limits) is a crime under most circumstances. Furthermore, the knowing release of a hazardous pollutant, substance or waste which places another person in imminent danger of death or serious bodily injury is punishable by a sizable fine and/or up to fifteen (15) years imprisonment. Negligent releases which place another person in imminent danger of death or serious bodily injury is punishable by a time and/or up to one (1) year imprisonment.

Leave of Absence

Maternity and Paternity

An eligible employee under the Family Medical Leave Act may take unpaid maternity or paternity leave in accordance with the terms of said Act.

Funeral Leave

Full time employees shall be entitled to a paid funeral leave in conjunction with the day of the funeral in the event of the death of an immediate family member. ~~The length of the leave depends on the family member as outlined below.~~ In the event of a death in the employee's immediate family (employee's parent, brother, sister, spouse, or child), three (3) consecutive working days for the purpose of making necessary arrangements and attending the funeral shall be received.

Sick Days

The Town of Lynnville provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification is listed below.

Eligibility

Full-time employees shall accrue sick leave benefits at the rate of five (5) days per year. The twelve (12) month period begins when the employee starts to earn sick leave benefits.

Paid sick leave may be used in maximum increments of eight (8) hours per day and minimum increments of four (4) hours per day.

An eligible employee may use sick leave benefits for an absence due to their own illness, injury or that of a child, parent, or spouse of the employee.

Employees who are unable to report to work due to illness or injury shall notify their direct Department Head before the scheduled start of their workday, if possible. The Department Head shall also be contacted on each additional day of absence.

Paid sick days are paid at the employee's base pay rate at the time of the sick day. Unused sick leave benefits may be forwarded to the following year but not exceed thirty (30) days of accrued sick days. All unused sick days above the thirty (30) day accrued sick days will be forfeited.

Commented [SC4]: This is confusing as written. It might be clearer to say "The twelve (12) month period begins when the employee begins full time employment." Since it appears only full time employees receive sick pay. If so, it should be added that days accrue pro rata for employees who start full time employment mid-year.

Personal Day

The Town of Lynnville provides paid Personal Day benefits to all eligible employees. Eligible employee classification is listed below.

Eligibility

Full-time employees shall be eligible for three (3) personal days each year. The twelve (12) month period begins when the employee starts to earn Personal Day benefits.

Paid personal days may be used in a maximum increment of eight (8) hours per day and minimum increments of four (4) hours per day.

Paid personal days shall be used for illness or hospitalization of someone not living in your household (i.e., parent, sibling, grandchild).

Paid personal days are paid at the employee's base pay rate at the time of the personal day.

Personal day benefits may not be forwarded to following year. All unused personal days will be forfeited December 31 each year.

Commented [SC5]: As above, this language is unclear. It seems it would be clearer to state the twelve month period begins when the employee begins full time employment. If so, it should be added that days accrue pro rata for employees who start full time employment mid-year.

Vacation

The amount of paid vacation time employees receives each year increases with the length of eligible employment as shown in the following schedule.

1-3	years of employment	=	10 vacation days per year (80 hours)
4-5	years of employment	=	12 vacation days per year (96 hours)
6-7	years of employment	=	13 vacation days per year (104 hours)
8-9	years of employment	=	14 vacation days per year (112 hours)
10-11	years of employment	=	15 vacation days per year (120 hours)
12-13	years of employment	=	16 vacation days per year (128 hours)
14-15	years of employment	=	17 vacation days per year (136 hours)
16-17	years of employment	=	18 vacation days per year (144 hours)
18-19	years of employment	=	19 vacation days per year (152 hours)
20<	years of employment	=	20 vacation days per year (160 hours)

Eligibility

Full-time employees shall be eligible for vacation days each year. The twelve (12) month period begins when the employee starts to earn vacation benefits.

Paid vacation days may be used in maximum increments of eight (8) hours per day and minimum increments of four (4) hours per day.

Paid vacation days are paid at the employee's base pay rate at the time of the vacation day.

Vacation benefits may not be forwarded to the following year. All unused vacation days will be forfeited December 31 each year.

Paid vacation days may not be taken before earned. Negative balances are not allowed and will be considered unpaid leave.

No two (2) full time employees may have scheduled vacation at the same time.

If any employee passes away with eligible vacation days before receiving payment for any/all vacation days, in the year of death, the Town of Lynnville will pay the equivalent of any such remaining vacation amount to the applicable survivor.

Commented [SC6]: Same as above comments. More clarity is needed on when employees start to accrue vacation benefits.

Meal/Rest Breaks

All employees working a minimum of 6 hours shall be provided with thirty (30) minutes for Meal/Rest Break per shift.

Commented [SC7]: This language could be clearer. Does it mean only one 30 minute break? Or 30 minutes of rest and 30 minutes of meal break?

Holidays

Town of Lynnville shall observe the following holidays:

Paid

New Year's Day	Juneteenth	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas
Memorial Day	Columbus Day	

Eligibility

Full-time employees shall be eligible for paid holidays. Paid holiday pay will be based on the hours of the employee's average workday up to eight (8) hours for each of the holidays listed above.

Holiday must fall on each employee's regularly scheduled workday.

Unpaid

Primary Election Day	Day after Thanksgiving	New Year's Eve
General Election Day	Day after Christmas	

Eligibility

The Town Hall will be closed on the days listed above but they are unpaid.

Payroll

Eligibility

This policy shall apply to all employees in all departments of the Town of Lynnville.

Employees shall be paid in accordance with the salary ordinance.

Federal, State and Social Security Payroll Deductions are mandatory.

Employees shall turn in their timesheets to the Town Hall by 9am on the day indicated.

If a timesheet is not received on time, employees may have to wait until next pay day to receive pay.

No partial or advance pay will be issued before pay day to active employees without permission from Lynnville Town Council.

Lynnville Town Council members shall receive one (1) pay per month.

Lynnville Park Board members shall receive one (1) pay per quarter.

Overtime

All overtime shall be recorded on weekly time sheets. The date, time and job requiring overtime shall be recorded for all Town of Lynnville employees except for salaried employees.

Commented [SC8]: You might consider adding a provision that OT will not be worked without prior approval.

Miscellaneous

Termination of Employment

Termination of employment is an inevitable part of personnel activity and many of the reasons for the termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

1. Resignation – Voluntary employment termination initiated by an employee.
2. Layoff – Involuntary employment termination initiated by the Town of Lynnville for non-disciplinary reasons.
3. Retirement – voluntary employment termination initiated by the employee meeting age, length of employment or any other criteria for retirement from the Town of Lynnville.

Since employment with the Town of Lynnville is based on mutual consent, both the employee and the Town of Lynnville have the right to terminate employment at will, with or without cause, at any time.

Employee benefits may be affected by employment termination in the following manner:

1. 100% accrued vacation days may be paid to employees who retire, resign, or get laid off.

2. 100% accrued personal days may be paid to employees who retire, resign, or get laid off.
3. 25% of accrued sick days may be paid to employees who retire, resign, or get laid off.
4. No benefits shall be paid to an employee who is discharged.
5. Employees will be notified in writing about the benefits they may receive, if any. They will also be notified of the terms, conditions, and limitations of such continuance.

Employee Education

The Town of Lynnville believes continuing education benefits both the employee and the Town. If an employee is required by law to obtain Continuing Education Units (CEU) to maintain a license(s) the Town of Lynnville will pay expenses to send employee to meetings, classes, and seminars to maintain the level of CEU required.

The meetings, classes, and seminars the employee attends shall be at the discretion of Lynnville Town Council.

Mileage

Mileage shall be paid in accordance with the Travel Ordinance. Request for mileage shall be filed on a State approved mileage claim form. All mileage shall be approved by the Lynnville Town Council.

What Constitutes Full Time Employment

Employees consistently working 36-40 hours per week are considered full-time employees.

Exceptions to Policy

Any exception to the above policy shall be approved by the majority of the Lynnville Town Council. The policy may be changed at any given time the majority of the Lynnville Town Council sees necessary with notice to all employees.

Passed and adopted this ** day of ** 20**.

Lynnville Town Council:

David Goldenberg, Member

Doris Horn, Member

Rachel Titzer, President

Attest: _____
Lauri Stockus, Clerk Treasurer

Lynnville Clerk

From: Rachel Titzer
Sent: Tuesday, May 21, 2024 12:13 PM
To: Chris Wischer
Cc: David Goldenberg; Doris Horn; Lauri Stockus; William Bruner
Subject: Re: [External]RE: [External]Re: Unsafe building ordinance

Thank you for this update. I want to introduce this at the June meeting, along with personnel policy, and nuisance ordinance- if you have one prepared for us. With summer upon us, I think there will be a increase in property maintenance violations.

Thank you,

Rachel

On May 6, 2024, at 8:42 PM, Rachel Titzer <council2@townoflynnville.com> wrote:

Thanks!

Rachel

On May 6, 2024, at 6:01 PM, Chris Wischer <Chris.Wischer@skofirm.com> wrote:

Rachel.

Should have been 92...Nuisances. I apologize (again) for the error. See attached.

Chris

Chris Wischer | Direct: 812.452.3595
Member

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Monday, May 6, 2024 1:55 PM
To: Chris Wischer <Chris.Wischer@skofirm.com>
Cc: David Goldenberg <council1@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>
Subject: Re: [External]Re: Unsafe building ordinance

Back to this, Chapter 94 in our ordinances refers to parks and recreation not penalty, unless my book is not up to date on something.

Thanks,

Rachel

On Apr 16, 2024, at 11:00 AM, Rachel Titzer
<council2@townoflynnville.com> wrote:

It has not.

Sent from my iPhone

On Apr 16, 2024, at 10:42 AM, Chris Wischer
<Chris.Wischer@skofirm.com> wrote:

Has this been adopted yet? . I'm going to revise it. We
can talk later.

—
Chris Wischer
Member

Chris.Wischer@skofirm.com
Direct: 812.452.3595
Main: 812.425.1591

Stoll Keenon Ogden PLLC
One Main St., Suite 201
Evansville, IN 47708

Louisville | Lexington | Indianapolis | Evansville | Frankfort | www.skofirm.com
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If you are a client of this firm, we respectfully remind you that to avoid waiver of the attorney-client privilege, you should not show this e-mail or attachments to anyone else. Thank you.

On Apr 16, 2024, at 8:36 AM, Rachel
Titzer <council2@townoflynnville.com>
wrote:

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links or open attachments unless you recognize the sender and know the content is safe.

Hello! Mike was reviewing the unsafe building ordinance, this section did not make sense to him- I have not checked it myself, busy at work - but wanted to share it with you.

Maybe we can catch up if you have time around 1 pm today.

Thanks!

<1d7430b3-10d8-4ff6-a5b9-7c7a1e6831f1.png>

Sent from my iPhone

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<Lynnville Ordinance Draft - Unsafe Buildings.docx>

ORDINANCE NO. 2024-____

AN ORDINANCE ADOPTING THE INDIANA UNSAFE BUILDING LAW

WHEREAS, the Town Council has determined that adoption of the Indiana Unsafe Building Law will provide the Town with the authority and processes needed to ensure the proper inspection, repair and removal of unsafe buildings and other structures within the Town so as to preserve the health, safety and welfare of the citizens of the Town of Lynnville;

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

Section 1: Chapter 150 of the Lynnville Code of Ordinances is hereby amended to add the following code sections to be collectively referred to as the Town of Lynnville Unsafe Building Ordinance:

150.50 Adoption of the Indiana Unsafe Building Law. The Town hereby adopts the provisions of IC 36-7-9, as may be amended from time to time, known as the Indiana Unsafe Building Law.

150.51 Administration: There is hereby established an executive department of the Town of Lynnville to be known as the Code Enforcement Department. (the "Department"). The Department shall administer this Ordinance in accordance with the provisions and procedures set forth in the Indiana Unsafe Building Law. The Town Council shall designate an employee of the Town to serve as the chief administrative officer of the Department who shall serve as the Enforcement Authority.

150.52 Unsafe Building and Unsafe Premises Defined: The terms "Unsafe Building" and "Unsafe Premises" shall have the definitions set forth in IC 36-7-9-4 and are hereby supplemented to include without limitation any building or structure that has any or all of the following conditions or defects, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

- A. Whenever any door, aisle, passageway or other means of exit is not of sufficient width or size or is not so arranged as to provide a safe and adequate means of exit in case of fire or panic.
- B. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

- C. Whenever the stress in any materials, member, or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed for new buildings of similar structure, purpose, or location.
- D. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements for new buildings of similar structure, purpose, or location.
- E. Whenever any portion, member, or appurtenance thereof is likely to fail, to become detached or dislodged or to collapse and thereby injure persons or damage property.
- F. Whenever any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof is not of sufficient strength or stability or is not so anchored, attached, or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified for new buildings of similar structure, purpose, or location without exceeding the working stresses permitted for such buildings.
- G. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to wind or earthquake than is required in the case of similar new construction.
- H. Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay, or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.
- I. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
- J. Whenever the exterior walls or other vertical structural members lift, lean, or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
- K. Whenever the building or structure, exclusive of the foundation, shows 33% or more damage or deterioration of its supporting member or members, or 50% damage or deterioration of its non-supporting members, enclosing, or outside walls or coverings.
- L. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood or has become so dilapidated or deteriorated so as to

become an attractive nuisance to children, or freely accessible to persons for the purpose of committing unlawful acts.

- M. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this town, or of any law or ordinance of this state or town relating to the condition, location or structure of buildings.
- N. Whenever any building or structure which, whether or not erected in accordance with all applicable laws or ordinances, has any non-supporting part, member or portion less than 50%, or in any supporting part, member or portion less than 66% of the strength, fire resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
- O. Whenever a building or structure used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction, or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- P. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits or lack of sufficient fire-resistive construction is determined to be a fire hazard.
- Q. When any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

150.53 Substantial Property Interest: The definition of "substantial property interest" found at IC 36-7-9-2, as may be amended, is hereby incorporated by reference.

150.54 Hearing Authority: The Lynnville Town Council shall serve as the Hearing Authority.

105.55 Unsafe Building Fund: An unsafe building fund is hereby established in the operating budget of the Town in accordance with IC 36-7-9-14.

150.56 Public Nuisance. Unsafe Buildings and Unsafe Premises are hereby declared to be public nuisances and are therefore also subject to enforcement, abatement, fines and penalties as provided in Chapter 92 of the Lynnville Code of Ordinances .

Section 2: This Ordinance shall become effective upon adoption and publication.

PASSED AND ADOPTED by the Town Council of the Town of Lynnville, Indiana on this _____ day of _____, 2024.

President, Rachel Titzer

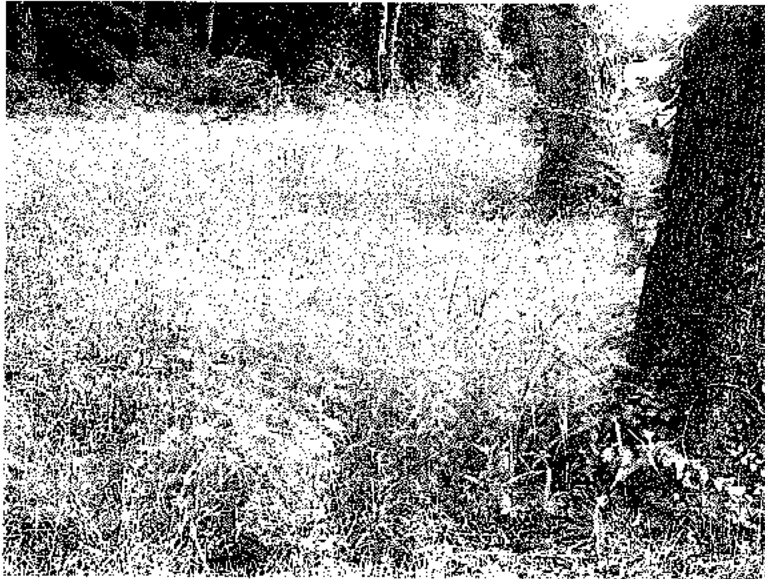
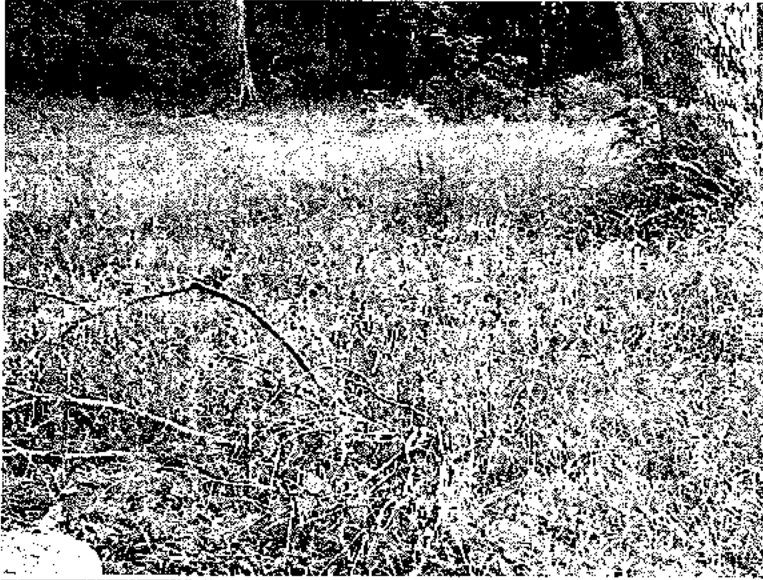
Member, Doris Horn

Member, David Goldenberg.

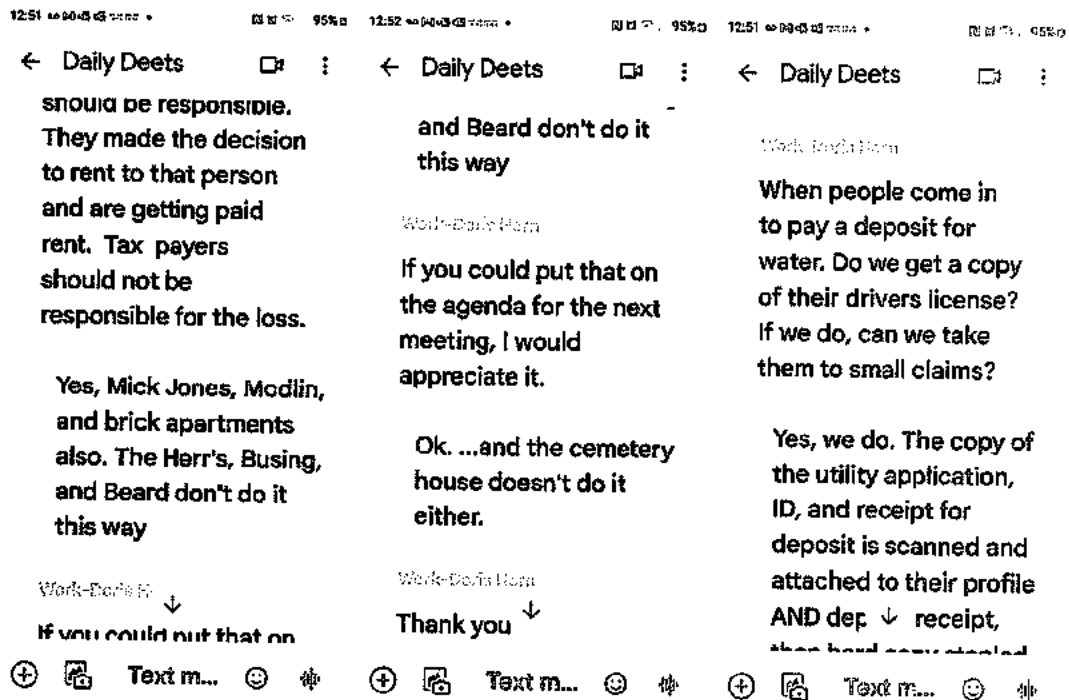
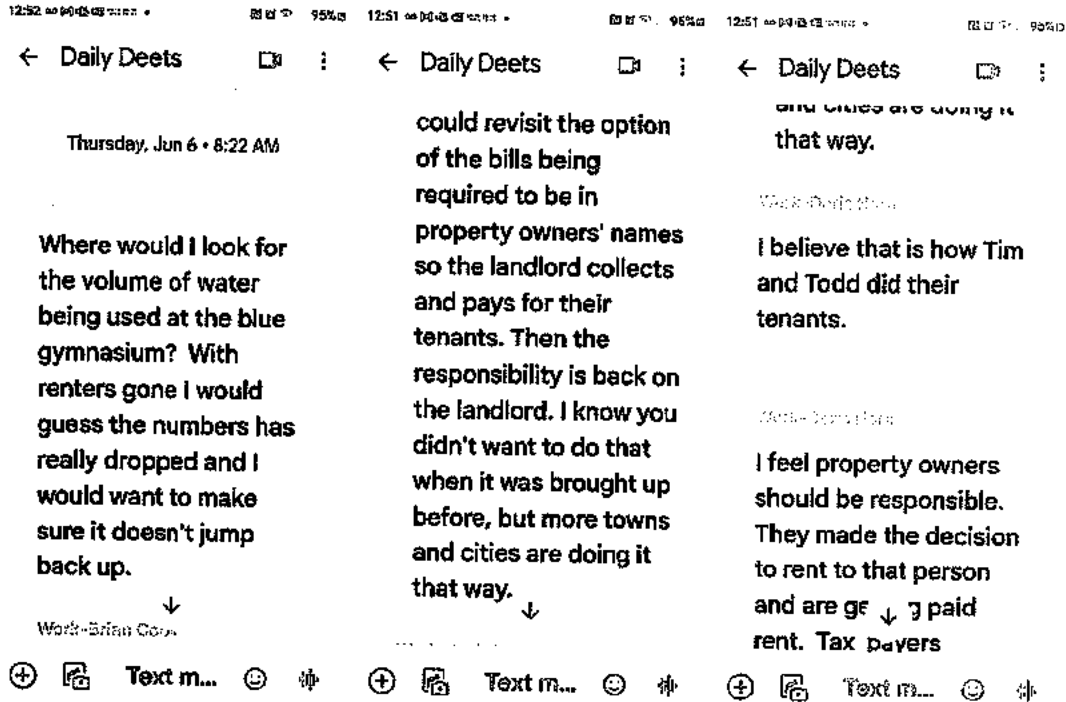
ATTEST:

Clerk-Treasurer, Lauri Stockus

301 Peach St



6/18/2024-Grass to be cut and vegetation to be trimmed.



← Daily Deets

Wednesday, Jun 5 • 7:51 PM

David-it gets printed automatically. Blue binders on shelf on counter by window. Binders are called "Cash Batch". They are dividers by month and print out of each deposit. Each entry is broken down by person, payment, where each part of payment goes then tota' ' by deposit. Rachel-tr...e are 12

⊕ 📎 Text m... 😊 🗨

← Daily Deets

deposit is scanned and attached to their profile AND deposit receipt, then hard copy stapled to fund receipt. I don't know about the small claims court. The only option Mr. Brunner has given was a lien, but you can't do that for renters. Can't hold landlords responsible for tenant's bills. You could rev' ' the option of the bill...eing

⊕ 📎 Text m... 😊 🗨

← Daily Deets

3 are renters that left and didn't pay. 2 have been locked for while and rest have until the 10th. 1 Brian is pretty sure the house is empty. The 10th will be their 90 days. All but 1 are sent notices frequently and come in on the 10th to pay. There are copies of the notices and monthly printouts in "Billing" binder also.

Work- Brian C...
⊕ 📎 Text m... 😊 🗨

← Daily Deets

Lauri - please change the address and send bills to Becky Demaskus c/o ERA first advantage realty.

Location: 8711 W State
Route 66, Newburgh,
47630

Thursday, Jun 6 • 12:04 PM

Work- Brian C...
⊕ 📎 Text m... 😊 🗨

[External]Water Billing

David Goldenberg <dgoldenberg13@yahoo.com>

Thu 6/6/2024 2:33 PM

To:Rachel Titzer <council2@townoflynnville.com>;Doris Horn <council3@townoflynnville.com>;Lauri Stockus <clerk-treasurer@townoflynnville.com>

Cc:David Goldenberg <council1@townoflynnville.com>

I have reviewed the water bills back thru August and it appears that all adjustments have been with Board Approval with documentation. There is a little discrepancy in that we DO NOT charge for a water disconnect and then charge for a water reconnect. Part of the problem is that we have no means to charge this fee ourselves. The fee is sent to Boyce Systems-Keystone and they look at our ordinances and determine if the fee should be charged or not. I believe a change in our ordinance is merited to get to the point that I believe the Board wants to be and that is to charge when we send our crew out to disconnect and then charge again when the bill is paid and a re-connect is requested. I further believe that we should charge a customer if we are requested to turn the water off for a repair and then charge again to turn it back on if 3 days has past (this can be modified but 3 days should be enough). In essence if the request to turn off and then a request to turn back on within 3 days then the customer would only be charged \$25.00. If 4 or more days then they would be charged a total of \$50.00.

I would propose that the original Town Ordinance 2-1981 be amended to reflect the following:

Any action resulting in the turning off of a meter will be charged \$25 (or any other number that Board wishes) to the account.

Any action resulting in a meter to be turned on will result in a \$25 fee UNLESS the turn on and off happens within a 3 day period of initial turn off in which case the turn on fee would be waived.

The whole ordinance along with amendments needs to be reviewed and any necessary changes and or updates need to also be amended.

We should also discuss a rate increase as it has now been over a year. I would suggest we increase of current rate structure by 3%. This requires an advertisement in local newspaper and public hearing. The last increase looks like April of last year. This should actually be put on some type of calendar to due or at least talk about once a year.

Furthermore the deferred (late) payment fee in my opinion should also be increased from say the 10% to say 12-15%.

We should also look at the rate we charge for BAD CHECKS should be increased from \$27.50 to \$35.00 (very little bad checks).

A change needs to also take place in the Utility Billing information of the towns website to reflect the changes.

Paragraph 4 should be changed to read:

A disconnect/reconnect fee charge of \$25.00 for non-payment, delinquency, service repairs and/or new service request will be added to the utility bill. All delinquent charges shall be paid before resumption of service is permitted.

Paragraph 12 states "If found in violation a penalty will be imposed". We need to state the amount of the penalty.

SEWER and Water Taps - needs to be re worked and defined between Residential and Commercial (or other). The tap in fees appear to me to be \$2,000 for sewer and \$1,000 for water. We should look at and if necessary adjust the fees. This amount has been in place since 2008 if not before. Commercial may need to be higher and needs to be discussed. Not sure what we charged or how for Dollar General.

INSPECTION FEES:

Should be changed from \$200 to \$250 for sewer and \$100 to \$125.00 in my opinion.

RENTAL PROPERTIES:

We should create an ordinance to state ALL RENTAL PROPERTIES water bills will be in the Name of the OWNER of the property. The town continues to get put into a position that if a renter walks away and does not pay we can only write off as a loss. The property owner needs to be the one at risk NOT the Town.

The changes in the ordinances will most likely need to be read since fees are being discussed. Once the ordinance is updated a copy needs to be sent to Boyce Systems-Keystone so we can have them implement the charges within our bills.

Please add the above to the agenda to be discussed at next Board meeting.

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Utility report

Rachel Titzer <council2@townoflynnville.com>

Wed 6/5/2024 8:04 AM

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

Cc:Doris Horn <council3@townoflynnville.com>;David Goldenberg <council1@townoflynnville.com>

Lauri please run a report of our utility customer account balances. I spoke with Brian this morning about shut off orders. He stated he has NOT did any in since the house at corner of first and Cherry. I would like to see the current balances and a report for ALL water/wastewater adjustments with parameter from January 2023 to current.

Thank you,

Rachel

50s - 100⁰⁰ 12/11/2023
 20's - 920⁰⁰
 10's - 70⁰⁰
 5's - 5⁰⁰
 1's - 4⁰⁰
 Q - 0.25

1,099.25

Checks 45.00
 12.00

\$ 1,156.25

Reimburse Rachel

155.13

1001.12

Reimburse Annette

363.33

\$637.79
 Profit

Receipts

David \$23.70

Rachael \$155.13

Breakfast w/ Grinch

Breakfast w/
Easter Bunny
3/30

50's - \$50⁰⁰
20's - \$380⁰⁰
10's - \$50⁰⁰
5's - \$20⁰⁰
1's - \$19⁰⁰

519⁰⁰

Checks

\$42⁰⁰

\$561⁰⁰

Reimburse
Annette

195.09

\$365.91

Reimburse
Rachel

36.38

\$329.53

Solar Eclipse
Breakfast
4/5

20's - \$360⁰⁰
10's - \$20⁰⁰
5's - \$10⁰⁰
1's - \$13⁰⁰
\$403⁰⁰

Reimburse
Rachel - 25.38

Reimburse
Rachel \$377.62
\$377.62

4/5/21-4/8/24

~~Event~~ Eclipse Event @ Park

Receipts + Donations

\$ 8,109.67

- 500.00

- Bands

\$ 7,609.67

1,961.00

Shirts purchased
for resale
total of all 3
days

5,648.67

340.00

Port a-John

5,308.67

557.58

Temp for ~~by~~ Carter
tape, etc

4,751.09

203.99

POP UPS

(2)
(Red
Black)

4,547.10

Profit



Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

You have been requested to delegate Census Bureau Survey access

1 message

Census Help <census.help@census.gov>

Thu, Jun 6, 2024 at 9:44 AM

To: townoflynnville@gmail.com



Hello,

The following user has requested access to your Census Bureau Survey Card: townoflynnville@gmail.com

Please Approve or Reject this delegation request from the [Respondent Portal](#), or copy and paste the link below into your internet browser.

<https://portal.census.gov/case-detail/GA-301814>

Thank you,
The U.S. Census Bureau

This email notification is generated by a computer, please DO NOT REPLY.

About the Census Bureau

We serve as the nation's leading provider of economic, demographic, and social data on people and economy. The Census Bureau is the nation's largest statistical agency, and the world's pre-eminent statistical organization. We are dedicated to making our nation a better place to live, work, and do business, and the public use our data to make informed decisions.



Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

You have successfully submitted a request for access to a Census Bureau Survey

1 message

Census Help <census.help@census.gov>
To: townoflynnville@gmail.com

Thu, Jun 6, 2024 at 9:44 AM



Hello,

A Census Bureau Representative has submitted a request on your behalf to access a survey. The selected approver has been notified of this request. You will receive another email notification upon approval of the request.

Thank you,
The U.S. Census Bureau

This email notification is generated by a computer, please DO NOT REPLY.

About the Census Bureau

We serve as the nation's leading provider of timely data about our people and economy. The Census Bureau is the nation's largest and most diverse statistical agency. As the world's preeminent local government, we are dedicated to making our nation a better place. Our products, businesses, and the public use our data to make informed decisions.