

**Lynnville Town Council
July 7, 2020 Agenda**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES: June 1, 2020

APPROVAL OF CURRENT BILLS: June 17, 2020 – July 7, 2020

DELINQUENT NOTICES: Shut off date July 10, 2020 **List for Park Lessees given to Sarah**

ADJUSTMENTS:

1. Barnett – Water heater leak (repaired) - \$16.00
2. Claridge – Hose accidentally left on several days - \$124.08
3. Powell – Meter bad (replaced) working on this since April - \$250.64
4. Pool Fills:
 - Hornby - \$65.47
 - Kolley - \$93.11
 - Froman - \$131.77
 - Whitlow - \$62.60
 - Miller - \$140.49
 - Lowe - \$80.11

TREASURY REPORT:

Community Center	\$ 34,166.59
Fire Department	\$168,300.84
General	\$637,124.49
Park	\$141,947.11
Utilities	\$893,486.67

****Amount saved for Digital Meters \$160,486.96**

NEW BUSINESS:

-Lynnville Park tree/limb removal:

1. 437 W Hwy 68
2. 206 Deer Ln
3. 106 Possum Ln
4. 102 Violet Ln
5. 109 Red Sage Ln and 103 Rosebud Ln
6. 489 Hwy 68

-Lynnville Park Lease

1. Kirk Newman
2. Bert Parvacichi
3. Denny Byers

- Arflack Park Lease – Angela Wilson
- Ordinance 2020-6 Additional Appropriation for Park
- Sidewalk/road resurface project
- Added Street lights
- Start ordering digital meters for replacements
- 3rd St grate to be repaired

Gary Holder, Town Superintendent

- Work Report

J. William Bruner, Attorney

- Update on Nuisance Complaints
 - Hinton-vacant house – Court date not set
 - Corn - Court date: June 23, 2020

Lauri Stockus, Clerk-Treasurer

- Updated Emergency Response Plan for WWTP/WTP
- Completed Form 1 for all departments 2021 Budget
- Completed and sent USDA 2021 Sewer Budget

Tim Reibold, Fire Department

Doris Horn, Town Council Member

Rachel Titzer, Town Council Member

- Beautification Projects
 - Landscaping estimates for Community Center
 - Stop/Street sign frames
 - Rock placed around Fire hydrant/stop signs/street signs/etc

Stacy Tevault, Town Council President

ADJOURNMENT

NEXT MEETING: July 21, 2020 – 6:00pm@ Lynnville Park

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

July 7, 2020

- 1 Kirk Newman
- 2 Scott Whitcomb
- 3 Duane Halseth Advanced Fire + Rescue
- 4 Joe Lindenschmidt
- 5 Sarah Kelley
- 6 Dean Kuhn
- 7 Angela Wilson
- 8 Dan Wilson
- 9 Ashton Kelley
- 10 Bert Parravicini
- 11 Penny Byers
- 12 REBECCA OSHA
- 13 KAREN Barnette
- 14 Jimmy Johnson
- 15

Town of Lynnville

July 7, 2020

Present: Stacy Tevault, Rachel Titzer, Doris Horn, J. William Bruner, Lauri Stockus

Call to Order

Moment of Silence – Pledge of Allegiance

Approval of Minutes: Doris makes the motion to approve the June 1, 2020 minutes as presented. Rachel seconded. All in favor. Motion carries.

Approval of Current Bills: Doris makes the motion to approve the June 17, 2019 – July 7, 2019 bills as presented. Rachel seconded. All in favor. Motion carries.

Delinquent Bills: Shut off date July 10, 2020. Rachel makes a motion to shut off water for all delinquent accounts not paid by shut off date. Doris seconded. All in favor. Motion carries.

Lynnville Lease Park Leases:

Stacy: Due to having more than normal attendees in the meeting tonight Stacy asked how many were here to discuss the increase in Lynnville Leases for renewals. Stacy stated this would be discussed all at once. Stacy explained there is a 20% increase taking affect at the 2020 renewal as it is the 5-year increase year as stated in leases the current lease. Any lessee with a current lease stating their 5-year increase is 10% will increase 10% at 2020 renewal. However, if they decide to renew their lease, the new lease they will sign will include section stating at next renewal increases may be up to 20%. This means at 2025 renewal ALL LESSEES are subject to the same percent of increase making all leases uniform. This decision was made by The Town Council Park Authority at a Park Board meeting open to the public. Stacy then opens the floor for comments asking to state their names for the record and speak one at a time.

Dean Larkins: Stated when he signed his lease 5 years ago the lease amount was double what the person before him paid for the same lease. Now 5 years later the lease amount is going up again which he is terribly upset about. He said he feels he is being taken advantage of. He said he was told when he signed the lease 5 years ago, the lease amount would not be raised. Stacy explained, when you sign a new lease, your lease amount will be at the rate at the signing of the lease not what someone else that has been there for a long time is paying. The lease rates are increased by percentages not dollar amounts. This is how people who have leased for many years are at a lower rate. Next the leases can increase every 5 years, and this is the 5th year, so the Park Board decided to increase the lease amount. Every current lessee has the option to sign a lease or terminate their lease. Mr. Larkins then got upset and left the building.

Kirk Newman: Said he is not here tonight to argue about if he can afford the rate increase but is here to argue The Law. Mr. Newman hands Mr. Bruner his 2015 Lease Agreement. Mr. Newman reads aloud the "Section 3 Lease Renewal The Lessee has the right to renew the lease after the initial term on an a year-to-year basis, provided the Lessee has complied with all the terms of this Agreement and is not in default in any of the provisions herein. Beginning in the year 2010, and every fifth year thereafter, the terms and provisions of the lease, including but not limited to the annual lease rental amount may be negotiated and modified by the parties, provided, however, that no increase in rent shall exceed ten percent (10%)."

Stacy said this is correct, your lease is renewed every year and on the 5th year, if you choose to do so, you are signing a whole, brand new lease. Mr. Newman believes the way his lease is written means his lease can never exceed 10% increase. Mr. Bruner said the 10% increase is written in his old lease, but the Park Board is renegotiating the new lease at 20%. By signing the new negotiated lease, the 20% will be written in to all the leases. Mr. Larkins then asks if this is allowed, what guarantee is there to stop the rate from going up 30%, 40% or 50% every 5 years. Stacy said she understands where he is coming from but there is no guarantee. The land is owned by the Town of Lynnville and then leased by individuals. Mr. Bruner explains, the Town of Lynnville Park Authority sets the rate for the lease. They can increase the rate every 5 years, which means the lessee is locked in at that rate for 5 years. At the end of the lease term a new lease is written the rate can then be increased. Mr. Newman said he has spoken to a different attorney who believes the percentage of increase cannot ever be changed on his lease. Mr. Newman continued to press the issue. Mr. Bruner said he has already given his opinion. Discussion then got heated when Mr. Newman compared lease agreement to mortgage contract. Stacy said the argument comparison was not equal because there are many types of mortgages, some with fluctuating interest rates. Several people started talking and shouting out question and comments at the same time. Stacy had to call the meeting back to order. Several people left the building. Mr. Newman said there is a section stating the lease is "negotiated" every 5th year, but he did not negotiate. Stacy explained the rate increase and all Park business is discussed at the Monthly Park Board Meeting. Everybody is welcome and encouraged to come to all meetings. This is where the negotiations took place and were voted and approved. After a couple comments about not having the lessee's best interest in mind it was stated there are 2 Park Board Advisors who both are lessees. One Park Board Advisor lives on the Warrick County side of the lake and the other lives on the Gibson County side of the lake.

Rebecca Osha: Questioned the part of lease concerning termination of lease upon death of lessee. She is concerned if she dies and leaves her personal property to children, would they continue to pay the rate she currently pays or would they have to pay a higher rate. Stacy explains they would pay the current rate at that time. They would not be grandfathered into lower rate. Anytime there is change/transfer of lessee on a lease, the new lease will then be at the current rate. Several people started talking at the same time. Negative comments were made about taking money from the lessee. The meeting was called back to order. Rebecca Osha said she feels like her and her kids are being punished because when she dies and if they decide to take over the lease, they would have to pay the current rate of lease at that time instead of the reduced rate she pays. Mr. Bruner explained it again, but she does not agree or think it is unfair. She then said what would happen to her house if she decided not to sign the lease. Mr. Bruner told here under the lease agreement everything on the ground is personal

property and would be her responsibility to remove all personal property. She did not understand how a house could be moved and thought the Park would have to buy her house. Mr. Bruner explains this is not the case. Houses can be moved at owner's expense or sold. Either way it would be the lessee's responsibility not the Town's responsibility.

Afton Kelley: Lives on the Gibson County side of the lake and would like to know what the Town does for the lessees on this side of the lake. Stacy states all lessees have access to the lake and access to the Recreation Park. Afton says there are boaters that tear up their property by speeding. Stacy tells her they are in the process of trying to get patrol on the water to help this situation. Afton said she does not see where any money is going towards the park. She said the roads could not drive her vehicle in the park. Stacy said she didn't understand because roads were just paved in the park, more lighting has been put up, getting ready to have electric and water lines updated, offer rental of kayak and row boats, roofs were just replaced on 2 buildings, and there are many other upgrades and improvements still to come. The money from the leases generate goes into operating and maintaining the park.

Bert Parvacicini: Discussed the speeding boats. He feels the Town Council should be able to find someone to go out to patrol the lake to catch violators. Stacy explained this has been discussed at multiple past Park Board meeting. The process of getting someone to patrol is already in the works. Also, when people come into the park with their boats, they register at the park office. If you see somebody speeding, damaging, or violating park rules, you can call the park office with pictures, descriptions or boat registration numbers which are printed on the side. Even if it only partial information the park employees can match up the information and ban them from the park.

Adjustments:

1. Barret – Water heater leak (repaired) - \$16.00. Doris makes a motion to allow adjustment. Rachel seconded. All in favor. Motion carries.
2. Claridge – Hose accidentally left on several days - \$124.08. Doris makes a motion to allow adjustment. Rachel seconded. All in favor. Motion carries.
3. Powel – Meter bad (replaced) working on this since April 2020 - \$250.64. Doris makes a motion to allow adjustment. Rachel seconded. All in favor. Motion carries.

Pool fill adjustments:

1. Hornby - \$65.47
2. Kolley - \$93.11
3. Froman-\$131.77
4. Whitlow - \$62.60
5. Miller - \$140.49
6. Lowe - \$80.11

Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.

Treasury Report: Lauri Stockus Clerk-Treasurer

Community Center	\$ 34,166.59
Fire	\$168,300.84
General	\$637,124.49
Park	\$141,947.11
Utilities	\$893,486.67

**Amount saved for Digital Meters \$160,486.96

New Business:

Lynnville Park tree/limb removal requests:

1. 437 W Hwy 68 – Rachel makes a motion to allow pool fill adjustments as presented. Doris seconded. All in favor. Motion carries.
2. 206 Deer Ln – Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.
3. 106 Possum Ln – Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.
4. 102 Violet Ln – Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.
5. 109 Red Sage Ln and 103 Rosebud Ln – Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.
6. 489 Hwy 68 – Doris makes a motion to allow pool fill adjustments as presented. Rachel seconded. All in favor. Motion carries.

Arflack Park Lease – **Angela Wilson** (daughter) Present: This is a continuance from issues brought up at the Park Meeting (06/16/2020.) Small Estate Affidavit has not been obtained due to trouble within the family. Mr. Bruner advises that Angela speak to an attorney and have herself “Court Appointed” executor of the Arflack Estate. Stacy states that the Lynnville Town Council will give her 2 more weeks, until the next Park meeting to get the paperwork taken care of, if at the date of the Park Meeting nothing is still done, the Lynnville Town Council will have to make some kind of decision about the property. Angela Wilson asks if they would be able to get a lease themselves or if they will have to remove Mr. Arflack’s personal property. Stacy is unsure of how to proceed at this point since the property is under contention between Mr. Arflack’s survivors. Mr. Bruner states that he will look at the Arflack lease between now and the following Town Meeting. Stacy reiterates that the Tecumseh Trail is coming “right up to the back of that trailer” on the lease property, and that Mr. Arflack was well aware of this. Ms. Wilson has no problem with the trail coming close to the trailer as it is on the property now, and they want to remove the “shed” that exists on the property. This matter is tabled again for two weeks. Stacy wants to speak with the engineers for the Trail and see how close it gets to the trailer. If the Trail is to come right up to the back of the trailer, Lynnville Town Council will have no choice but to have the personal property moved. Again, Mr. Bruner advises Ms. Wilson to speak to someone for legal advice.

Ordinance 2020-6 Additional Appropriation for Park

Stacy:

ADDITIONAL APPROPRIATION ORDINANCE #2020-6

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore:

Sec. 1 Be it ordained by the Town Council of the Town of Lynnville, Warrick County, Indiana that for the expensed of the taxing unit the following additional sums of money are hereby appropriated out of the funds named for the purposed specified, subject to the las governing the same:

Fund	Appropriation	Reduction
Lynnville Park		
1. Update electrical	\$17,951.00	
2. Update water lines	\$33,019.37	
Total Appropriation	\$50,970.37	\$0.00

The Town Council of the Town of Lynnville considers the purpose of the use of these funds necessary for the safety of guests and residents.

Doris makes the motion to allow for the Additional Appropriation Ordinance 2020-6 in the amount of \$50,970.37. Rachel second’s the motion. All in favor. Motion Carries.

Doris then makes the Motion to waive the second and third reading of the Additional Appropriation Ordinance 2020-6. Rachel seconded. All in favor. Motion carries.

Sidewalk/Road Resurfacing Project

This project is scheduled for 2023. Per Lauri, to get in on the offer the Town Council must sign a Letter of Intent before INDOT (Indiana Department of Transportation) will proceed. INDOT plans to resurface Main Street/Hwy 61 starting in 2023. If the Town of Lynnville wants to resurface the sidewalks/gutters/ADA ramps along Main street, there is a program that the town would pay 20% and INDOT will pay 80% since the work will all be completed at the same time. The estimate for the town’s portion is \$30,202.70. Rachel asks specifics on what is included in that estimate. Lauri states that the estimate includes everything from the gas stations to Third street. To continue the sidewalks to Fourth street doubles the estimate due to the utilities there right now, nothing being solid there and the curve in the highway. Stacy asks if the town could possibly have the money (double the original estimate) to continue the sidewalks to Fourth street for the use of the children walking to school. Doris interjects that this money can come from anywhere and mentions a possible grant. Lauri has already checked into the availability of a grant and nothing is available until 2026 for this sort of project. Doris says a grant may become available between now and 2023. Stacy states that she does want to go ahead with the sidewalks as detailed in the estimate for \$30,202.70 but really would like to see the sidewalk continue on the east side of highway 61/Main street to Fourth street for the safety of the children. Lauri states that for the larger amount, INDOT will replace the utilities that exist between Third and Fourth street and do whatever work needs to be done to put in the sidewalk around the curve and they could also do the “extension” between Third and Fourth at a later time. Doris wishes to go ahead with the lower estimated cost project. Rachel feels that if the town does not agree to the larger sum and okay the whole project (including Third to Fourth street) that it will not get done. Doris argues her point in going with the lesser estimated project (not including Third to Fourth street) also stating that the “whole”

project would require the town to move the existing utilities, since a sidewalk cannot go over water/sewer lines. Lauri and Stacy restate that the “whole” project cost is double because it includes the moving of utility lines and whatever work needs to be done. Lauri provides that the numbers she has been given are an estimate by INDOT and that they are subject to change if something unknown arises. Stacy entertains a motion. Doris makes the motion to sign the letter of intent with INDOT for resurfacing/sidewalk replacement (Estimate 1800176) in the amount of \$30,202.70. Rachel seconded. All in favor. Motion carries.

Added Streetlights

Lauri has been working on this project since before the start of COVID-19 and she states that that is the reason for delay. Lauri initially sent a map adding 72 streetlights, the engineer for Duke Energy came back with the suggestion to add 80. The price for adding 80 50-watt LED streetlights is \$36,851. There are options to pay this over time, however Lauri researched that option and found a lump sum payment is more cost effective. Included in the price is 10 years of maintenance and they will change out the existing streetlights to LED as well. The project will not begin for a while due to the continuing COVID-19 pandemic. The engineer for Duke Energy explained to Lauri that they are running way behind at this point, also that he may be able to save the town some money on the original estimate by utilizing existing poles (depending on the transformers on the poles.) The Duke Energy engineer could not offer any real timeline for the project. Lauri is to call the engineer she has been working with after the meeting, if the Council approves the project, to move on to the next step. Lauri adds that by switching the existing streetlights to LED, the lighting bill for the Town of Lynnville will be approx. \$201 less than what is paid currently. Doris makes a motion for the Town of Lynnville goes with the outdoor lighting with Duke Energy for the amount of \$36, 851. Rachel seconded. All in favor. Motion carries.

Doris inquires about the lighting at the Park, to which Lauri responds that the Park is serviced by Vectren and they have not returned her call yet. Everyone agrees that the outdoor lighting at the Park need to be updated.

Start ordering digital meters for replacements

Stacy understands that Marcus Jolly/Veolia would like the Town of Lynnville to start installing the digital meters for replacements to existing meters. Lauri informs the Council that Marcus would like to see 20-25 meters replaced at a time per month. Rachel inquires on pricing, Stacy answers that we do not have estimates yet because our pricing is based on what Veolia is doing in Boonville. Doris asks about the computer program for the meters, Lauri states that the computer program is a whole different process and that all the meters must be done first. There are 479 meters that are to be upgraded to digital and the Town will try to buy 25 every month. Stacy entertains a motion to allow us to buy 25 meters/month for the next few months, until we decide to buy a larger number at a time to complete the project. Rachel makes the motion to buy 25 digital meters per month. Doris seconded. All in favor. Motion carries.

Third Street grate to be repaired

Doris starts out by saying that when she spoke with Tim Metzger, they (Metzger Construction) were going to do this when they had their equipment up here for another project. Lauri is scheduled to meet

with Tim Metzger tomorrow (7/8/2020) about several projects. The Town council agrees that this task was approved at some point last year. Rachel mentions that if it is going to take Metzger's crew a while to get the project done, maybe Gary Holder could at least close the hole, so someone's foot doesn't go down in it. Lauri will follow up with the Town Council as she finds out more pertaining to this grate.

Gary Holder – Town Superintendent:

Gary Holder is our new Town Superintendent. This is his first meeting addressing the Town Council. Gary provided several pictures of projects he is working on or has completed. The first picture he talks about is of severe washout by the Methodist church/apartment building/small tan building. Something needs to be done quickly at this location as it is continually worsening. Someone stole the cone he had placed there. A ditch in the adjacent property has recently been dug and it has changed the flow of storm water. Gary wants to know if this is something he should just put riprap in or if the town should have someone come out and fix the underlying issue. Stacy wants Lauri to take Metzger's by this location when she is meeting with them and have them assess the situation. Stacy continues that Gary should do a "quick fix" with riprap so that we don't lose any more of the dirt under the road or have a car fall through it but that it needs to be attended to by Metzger's. Doris asks if the changing tables at the community center have been put up, Gary informs her that to his knowledge, Bob put them up at the end of last year. Next Gary informs the Council that the grounds crew is running a bit behind on Weed-eating and that they have just gotten a new weed-eater. Stacy says she has talked to Lauri about residents along her road not maintaining their frontage and cars are being scratched. She asks that Gary/Bob maintain our right-of-way along those roads more closely, even though it should not be the town's responsibility. Lauri states that she has an updated list/map of areas that the grounds keepers should be maintaining on a weekly basis. Doris brings up the intersection of Hwy 68 and Vine street, she specifically asks that the ditching on the Town's side of the culvert always be clear/maintained so that the water drains there and the resident does not have cause to complain. Next Doris asks Gary to check the area on 1st street, just east of Main street, where the large ditch is because it is starting to wash away. Doris adds another location for Gary/Bob to check out, across the street from her house/driveway. She states that there is an erosion problem beginning there due to storm drainage. Per the Fire Department, there is a street sign at 2nd and Main and they are unable to open the hydrant at that location. The Fire Department asks that that street sign be moved. Gary asks the representative from the Fire Department about painting the fire hydrants and if they have any input on the colors staying the same. The FD explains that the color of the hydrant dictates the flow rate of that hydrant and they should remain the same color, so the FD is able to determine the flow rate. Lauri informs the FD and Gary that she has a hydrant report on her desk that contains the flow information for each hydrant if there is any question. Lauri asks Gary if he has the street report done to provide information for her meeting with Metzger Construction. Gary advises that he does not have the report complete however, the biggest area for concern is on Hwy 61 where the school buses turn off to go to the grade school. There is quite a drop off on that corner and buses/vehicles run off the road there frequently. Maybe Metzger's can "flare out" that spot to stop that road breaking down. The road report Lauri has given Gary to complete is to gather information about which roads need to be attended to and which order they should be worked on in. Doris wants to get with INDOT to see if a rail can be placed at the

last area Gary mentioned to protect vehicles/the road. Doris also wants Metzger's to look at the culvert "right on the road where April Jones lives" (108 W. 1st street.) She states she and Tim Metzger looked at this spot last year and it needs to be taken care of because it causes flooding. To finish, Stacy and the Council welcome Gary to his new position.

Scott Whitfield – Fire Department:

Scott Whitfield introduces Duane Halsena from Advanced Fire and Rescue pertaining to the boat purchase for dual use (Park and Fire Department.) Scott advises that the representative here tonight has printed out all the options that are available for the boat that is being considered. This boat is a "true rescue" boat with a heavy-duty working platform, it will be substantial enough for any use the Park or Fire Department need it for, ranging from rescue to cutting down trees in the lake. Also, it should last our lifetime and not need replacement. Scott has highlighted the specific things on the print-out that the Fire Department specifically would like to see, including the 50-horsepower engine versus the 30-horsepower and a bar across the back. Scott adds that there are several other things the FD would like to equip this boat with, but the other options can be purchased at a later date if necessary. The only other thing that needs to be included in the boat purchase besides what has been mentioned is a "single stack" trailer to haul the boat, that is quoted at \$3200. The quote as it is presented is good for 90 days with Dwayne, it can be extended if necessary. Prices should not increase throughout this year; the rep hopes prices may decrease. The rep draws attention to the fact that this boat is "nearly indestructible" as it is made with marine grade aluminum, the boat is 16 feet long by six (6) feet wide and is submersible but will not sink, can accommodate 5 large men on one side and will not flip, and the attachments are mostly all removable/replaceable and buoyant as well. Also, the boat only needs six (6) inches of water to operate in. At this point Stacy states that the main use for this boat is going to be patrolling of Lynnville Lake, though it will also be used as needed for a rescue boat (so the FD is not waiting on Boonville to arrive with their boat) and a "lake maintenance" boat as well. Scott assures Stacy that the boat is set up very well to be a patrol boat with the lights that have been chosen and the dual-battery system for electrical needs. Doris clarifies that any option (not purchased now) can be added at a later time, though the price may change. Stacy and the Council will look over the quote given and make a decision in time for the Park Board meeting July 21st. Stacy questions turn-around time from when the order is placed and is advised that typical time is four (4) weeks.

Stacy then asks Scott Whitfield about being a Park Employee and being the person to mainly patrol the lake. Scott's schedule and availability are briefly discussed, as is his interest in filling the position. Stacy describes several scenarios of what kind of time/schedule would be needed of Scott. Scott says he will consider the position and decide by the Park Board meeting this month.

Scott mentions the Emergency Response plan and that the town does not have one at all. Lauri informs him that she is working on the town's plan and will be consulting him soon. Scott advises that the plan for the town is starting from ground zero and will take several weeks to properly complete. He will be having shoulder surgery soon and will have some "down-time" that he would be available to help Lauri work on the emergency response plan if she needs it. Lauri mentions that this is one of the things that was mentioned in our recent audit.

Last, Scott discussed the banners on Main street. He says that the banding we ordered was not with the other supplies for the installation process, so the banner hangers are bolted to the poles. **The banding has subsequently been located and is available for future installations. The Town Council thanks the Fire Department for their service. Payment has been approved previously and will be given to the department.

Mr. Bruner – Town Attorney:

Update on nuisance complaints –

Hinton – court date August 27th, 2:00pm. Violation has been filed.

Corn – A copy of the order from the court is attached to this meetings minutes. Doris went to Boonville for the court date and Corn has been ordered to clean up, including removing the trailer she lives in from the premises, she was given 30 days to comply and was sentenced to 20 days confinement in the Warrick County Corrections Center if she doesn't comply. She was also assessed a \$300 fine and a progress hearing was set for August 22nd. Mr. Bruner states that this was all filed on June 23rd, but he did not receive it until Monday when he met with the sheriff to serve Ms. Corn. She should have been served sometime this past week, but he is unsure of the date. Stacy clarifies that the order states that the trailer must be removed from the premises and Mr. Bruner confirms. Rachel questions what happens if Ms. Corn does not comply, Mr. Bruner states that she would then be taken to jail for 20 days. Rachel goes on to question if/when the town can take over and Mr. Bruner and Stacy state that the steps that are in progress are the only thing the town can do. If Ms. Corn were to lose possession of the property, it could then go to Sheriff's sale for the amount due on taxes, but this is our only remedy. Stacy clarifies that the trailer should be off the premises by June 23rd. Doris reiterates that if the property isn't cleaned up and trailer removed, Ms. Corn will do 20 days in jail. Doris also wants it on record that she talked to the Warrick County Health Department; they would like the town to take pictures of the property weekly to go in her file. Everything being done is in the interest of cleaning up that property. Karen Barnett speaks up and states that "that trailer needs to come out" which Stacy acknowledged.

Lauri Stockus – Clerk-Treasurer:

It has already been discussed that Lauri is working on creating an Emergency Response Plan for the Wastewater treatment plant, the water treatment plant, the Town of Lynnville as a whole, as well as Lynnville Park. This process will take MONTHS since the Town of Lynnville and the town owned utilities do not have a current Emergency Response Plan to draw from. For the ADA, Lauri has already completed a brief emergency response plan for the water/sewer treatment facility.

Next, Lauri discusses budgeting. She has completed the "Form 1's" for each department but has not had a chance to meet with each department head as of yet. She has a meeting set with DLGF to set the Indiana budget for July 21/22 via computer. She has sent them most everything and the DLGF thinks it looks complete at this point, they still will have the tele-meeting to go over everything. The 2021 USDA Sewer Budget has been completed and sent already; she received a message from Craig that everything

looks good on that as well. Lauri states that her next step is to start on a salary ordinance that must be sent to the state before it is presented to the Council. She has a month or so to complete that ordinance.

Lauri states that Miranda is helping work on a constantly changing list of projects in the town and Park. There are a lot of things both going on currently as well as coming up. Stacy wants to make sure that while we are making a lot of progress, nothing gets lost in the shuffle. Rachel would like estimates on the landscaping on the community center still. Stacy mentions several students that are going to school for horticulture, she is interested in reaching out to them to see if they would like to take on the community center landscape project as a "community service" type of thing. Stacy states that we would pay for all the supplies and this may be a way to get it done a lot cheaper than hiring a true landscaper. She will talk to the people she knows and get with Miranda to continue the process. Lauri adds that we are having the dead bushes at Town Hall taken out, the groundskeepers were unable to pull them with the tractor they have. If there are no objections, she would like Wilcox EarthWorks to pull them. We have already spoken to Doug and he says it will be no problem for him to do. Mr. Bruner speaks up pertaining to the Tecumseh Trail and an email he sent about a proposed contract between the Town of Lynnville and INDOT. He states that he has tried to contact Jeremy Morley several times via phone and email and has not heard anything back yet. Mr. Bruner indicated to Mr. Morley that the Town of Lynnville was not interested in entering into a contract with INDOT or paying for any other construction, however the Town of Lynnville will be responsible for maintenance once the Trail is complete. Mr. Bruner assumes this contract is wanted by INDOT for the use of their right-of-way. He states that he does not know if they really should have a contract with Warrick County Trails, or if Warrick County Trails should have a contract with the Town of Lynnville to hold harmless the town for any other issue provided in this contract. The other issue is that this contract says that the Town (or whomever) will assure that the trail is built properly, Mr. Bruner does not know if Mr. Morley will be the engineer that does that. He is looking for feedback on these issues. Stacy states that Warrick County Trails has halted bids on phase two, which is in the area of the right-of-way in question, and she thinks the stop has to do with the contract between Lynnville and INDOT. Stacy states that the Town of Lynnville cannot in good faith, take on signing a contract stating the Lynnville is responsible for the construction of that right-of-way. Mr. Bruner is trying to find a work-around for this contract, but he has not found one yet. He just wanted to make the Council and everyone else aware of this situation.

Rachel discussed her idea about "Main Street Beautification" projects, including "frames" for the stop signs along Main street as well as ornamental street signs. Stacy states that we as a Council are doing everything we can to beautify this town. It is later mentioned that the Council would like decorative rock placed around the signs on Main street eventually. Lauri adds that that could be another project the horticulture students could do.

Doris Horn:

Will be calling to get more rock for the alleyway behind Rachel's shop off Main street. Stacy and Rachel agree that this is needed. Rachel would like to be informed when they dump the rock so Rachel can have it spread.

Rachel Titzer:

At the end of the meeting, Scott Whitfield from the fire department asks about how many sets of "Main Street Banners" we have. Rachel advises that we currently have only the set that is hanging. We look to do another round of donations to fund another set of banners for Christmas/Holiday Theme. Stacy would like to see all four seasons have a banner eventually.

Rachel asks about the camper located on the corner of Hwy 68 and Vine street and if they have utilities or if they are "living" in the camper. Lauri responds to this question. She received pictures today that indicate that they are currently "living" in said camper and no they do not have utilities. They are storing their "grey water" in a 55-gallon drum outside of the camper, however, she has no idea how/where they are emptying it. The council simultaneously asks 3 questions. Lauri answers that no, the people in question don't have utilities at that residence yet, yes, they are actually working on the building/house in front of the camper, and yes, the camper was supposed to be an "in-between jobs" residence not a permanent residence. Pertaining to the people living in the camper, the problems are: Ordinance states that you cannot have a single-wide trailer in Lynnville, to have a home on property you must be connected to Town Utilities within town limits. The person travels for work so he is only home a piece of the month and he was on a long-term assignment until recently, now he is working on remodeling the "house."

Stacy Tevault:

The new Town of Lynnville Codes and Ordinances book is ready, all Council members and Mr. Bruner get a copy. There also will be a copy available at Town Hall for anyone interested, however it is not to leave Town Hall. It will be put on the website as well. Stacy states that it will of course be updated as needed going forward. Mr. Bruner questions if the ordinances contained in the publication are all existing ordinances or if anything was new. Lauri informed that the ordinances were edited, removing any useless ones, but nothing new has been added. This publication includes all ordinances since 1963.

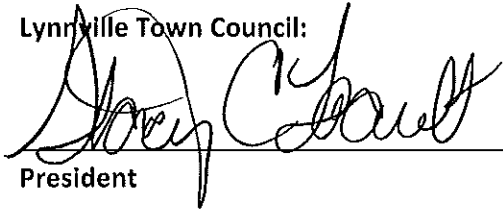
The Town of Lynnville will be donating one bench and one granite paver for Tecumseh trail. Stacy thinks it is important to be a donor as well as the founding partner for the Trail. Stacy states the wording for the Paver and Bench will be decided soon. Doris adds that the sesquicentennial coin would make a good graphic for the paver, Stacy and Rachel agree.

Mr. Bruner wants to meet 30 minutes prior to the Park Board Meeting to discuss what was talked about in this meeting pertaining to the Park Leases. Stacy states that there is an upcoming Executive meeting for the Spurgeon water project on 7/14/2020 at 530pm if Mr. Bruner wants to discuss the leases then, he agrees to discuss it then.

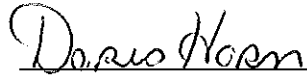
Next Meeting: July 21, 2020, 6:00pm at Lynnville Park

Stacy entertains a motion to adjourn the meeting. Doris makes the motion to adjourn. Rachel seconded. All in favor. Motion carries. Meeting is adjourned.

Lynnhille Town Council:



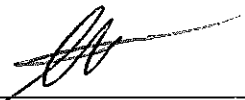
President



Council Member



Council Member

Attest: 

Clerk-Treasurer