

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

Agenda for
November 25, 2024 at 6:00 p.m.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIANCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person):

ORDINANCES AND RESOLUTIONS:

1. 2024 – OR – 020: An Ordinance Amending Ordinance 2020 – OR – 027 Regarding the Longevity Pay for Full-Time Employees of the Town of Sellersburg.

UNFINISHED BUSINESS:

1. Indiana American Water Data Usage Agreement

NEW BUSINESS:

1. Duke Energy Invoice P5580908901 | \$152.99 | Lighting Shield
2. 2025 Redevelopment Commission Spending Plan Submitted as Presented to the Commission by Nick Lawrence of The Wheatley Group (TWG)

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total):

RECEIPT OF STAFF REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan
Mike Harris (Jacobi, Toombs, & Lanz)
Jacob “Jake” Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

Randall Mobley, District 2
Terry Langford, District 4
Brad J. Amos, District 3
Scott McVoy, District 1
Matthew Czarnecki, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2024 – OR – 020

AN ORDINANCE AMENDING ORDINANCE 2020 – OR – 027 REGARDING THE LONGEVITY PAY FOR FULL TIME EMPLOYEES OF THE TOWN OF SELLERSBURG.

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

WHEREAS, from time to time this Council desires to amend said ordinances and resolutions; and,

WHEREAS, this Council has previously adopted *Ordinance 2020 – OR – 027 An Ordinance Amending Ordinance 2020 – OR -25 Regarding The Longevity Pay For Full Time Employees Of The Town of Sellersburg*; and,

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana the following amendment to *Ordinance 2020 – OR – 027*:

1. Section 1 of Ordinance 2020-OR-027 shall be repealed and replaced with the following:

“All full time employees, including the Clerk Treasurer, who have served at least two (2) consecutive, full-time, non-interrupted years of service with the Town of Sellersburg, as of the adoption of the herein ordinance, shall be eligible to receive annually, on his/her anniversary date, the lump sum of **one and one-half percent** times the salary of a starting patrolman (i.e. 1.5% x \$65,000 = \$975), which may change from time to time, multiplied by the number of consecutive years’ of service from his/her anniversary date that the eligible employee has with the Town of Sellersburg, with a maximum accumulation of **twenty-five (25) years** of service.”

2. All other sections of Ordinance 2020-OR-027 remain unchanged and in full force and effect.

3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council and said increase shall begin as of January 1, 2025.

So Ordained this ____ day of _____, 2024.

“Aye”

“Nay”

Brad Amos
Council President

Brad Amos
Council President

Terry Langford
Council Vice President

Terry Langford
Council Vice President

Scott McVoy
Council 2nd Vice President

Scott McVoy
Council 2nd Vice President

Matthew Czarnecki
Council Member

Matthew Czarnecki
Council Member

Randall Mobley
Council Member

Randall Mobley
Council Member

Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

FIRST READING

DATE: _____

MOTION: _____

SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

SECOND READING

DATE: _____

MOTION: _____

SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

WATER USAGE DATA AGREEMENT

This WATER USAGE DATA AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__, (the “Effective Date”) by and between Indiana-American Water Company, Inc., an Indiana corporation (hereinafter “Indiana American”), and the City of _____, Indiana (hereinafter “City”). The City and Indiana American may be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Indiana American provides water service to customers in the City, and through meter readings and estimates collects certain water usage and customer identification information for its billing purposes; and

WHEREAS, the City provides sanitary sewer service to customers in the City, and has established charges for such service based upon customer water usage; and

WHEREAS, the City has requested that Indiana American provide water usage and customer identification information that City can use to compute and bill its sewer charges; and

WHEREAS, Indiana American is willing to provide information in exchange for payment by the City; and

WHEREAS, Indiana American is a public utility regulated by the Indiana Utility Regulatory Commission (hereinafter “Commission”); and

WHEREAS, Indiana American and the City desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer identification data.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indiana American and the City agree as follows:

1. DATA TO BE PROVIDED. Indiana American agrees to make available to the City water usage data relative to each of Indiana American’s customers in the City, which is collected monthly or bi-monthly in Indiana American’s ordinary course of business. Each customer’s water usage will be obtained by some combination of either actual meter readings or estimated readings. The water usage data will cover a period of approximately 60 days for customers billed bi-monthly and a period of approximately 30 days for customers billed monthly. The water usage and customer identification data Indiana American has available and determines will be provided to compute and bill sewer customers (hereinafter referred to as the “Data”) shall be made available to the City by Indiana American on a weekly basis. The City may not elect to receive less or more information than the Data provided by Indiana American.

Because a City customer and an Indiana American customer at a specific address may be different individuals or entities, it will be the City's responsibility to discern from the Data the appropriate customer identification information for the City's purposes. Indiana American will not be responsible for determining which of its customers are also the City's customers. In addition, Indiana American does not make any representations or warranties to the City as to the accuracy, completeness or fitness for a particular purpose of the Data.

The Data will be accessible to the City solely via a secure website maintained by Indiana American, and all Data made available to the City will be referenced by Indiana American's account number and premise number. To the extent Indiana American intends to change the manner by which the Data will be made available to the City, change the manner in which Indiana American references Data, or change what is included as Data, it shall provide the City with no less than ninety (90)-days prior written notice. The City is responsible for any system modifications or costs it incurs in order to access, download, or modify the Data as it is provided by Indiana American on the secure website.

2. CONFIDENTIALITY. The City agrees that the Data it obtains shall be used only for the purpose of computing and billing its sewer charges, and that it shall limit the disclosure of the Data to only those officers, employees, and agents who need the Data for such purpose. City agrees to keep the Data confidential and shall not disclose, provide or sell the Data to any third party, firm, corporation or entity, except as otherwise provided herein. The confidentiality provision will survive the termination of this Agreement with respect to any Data provided during the time the Agreement was in effect.

3. COMMISSION NOTICE AND COMPLAINT REQUIREMENTS. All Commission notice and complaint procedures that apply to customer rights to utility service from a regulated utility, shall not apply to actions or inactions by Indiana American pursuant to the Agreement or Indiana American's election to enter into the Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the City.

4. FEES. The City will be assessed a fee for Data provided by Indiana American as described in the current Rate Schedules. Indiana American may increase the fee for each unit of Data provided to the City based on increased costs to provide the Data effective the beginning of the next calendar year, so long as written notice of the new fee is provided to the City at least ninety (90) days prior to the end of the current calendar year.

Indiana American will invoice the City on a monthly or bi-monthly basis and payments will be due thirty (30) days after receipt of the invoice. For purposes of this Agreement, the City shall not be considered in breach of their payment obligations if the payment is made within forty-five (45) days following the first regularly scheduled meeting of the approving body that is

held within ten (10) days after the approving body received the invoice. Should the City be in breach of their payment obligations as defined in this Agreement, Indiana American's obligation to deliver the Data under this Agreement shall cease until such amounts are paid in full. The City's obligation to pay all fees accrued during the term of the Agreement continues after termination of the Agreement.

5. COMMISSION REVIEW. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, either Party may terminate the Agreement with written notice, effective immediately, to the other Party, or the Parties may agree to amend the Agreement consistent with any Commission directive or order.

6. INDEMNIFICATION. To the extent allowed by law, the City agrees to indemnify, defend and hold harmless Indiana American, its parents, subsidiaries, affiliated and related corporations, companies, partnerships and entities and/or their former, present, and future partners, directors, managers, officers, employees, attorneys, agents, representatives, successors and/or assigns from and against any and all claims, complaints or causes of action asserted by the City's customers and/or other third parties, including attorneys' fees and expenses, concerning the Data that Indiana American has made available to the City in accordance with this Agreement including, but not limited to, claims that sewer bills were based on estimates that do not reflect actual usage. The indemnification provision will survive the termination of this Agreement with respect to any actions taken during the time the Agreement was in effect.

7. CUSTOMER COMMUNICATIONS. The City shall handle all customer communications regarding the implementation of this Agreement or any actions that are taken pursuant to this Agreement. Communications from customers to Indiana American regarding the City's billings will be referred and directed to the City, but Indiana American will respond to reasonable requests for information from the City to assist the City in the handling of specific customer issues from time to time.

8. FORCE MAJEURE AND CONFLICTING REQUIREMENTS. Indiana American's actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. In addition, the aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to Indiana American so requiring.

9. TERM AND TERMINATION. The initial term of this Agreement shall begin on the Effective Date and shall end at the conclusion of the first full calendar year after the calendar year in which the Effective Date occurs. The Agreement shall continue from year to year thereafter unless terminated pursuant to the terms of this Agreement. After the initial term of one

year, either Party may terminate the Agreement, for any reason, upon ninety (90) days prior written notice.

10. SUCCESSORS AND ASSIGNS. Indiana American and the City agree that this Agreement shall be binding upon and inure to benefit of their respective successors and assigns.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the Parties and fully supersedes any prior agreements or understandings between the Parties relating to the subject matter set forth herein.

12. AMENDMENT. Neither this Agreement, nor any term hereof, may be amended, changed, modified, altered or waived except in writing executed by both the City and Indiana American or by an order or directive of the Commission as set forth in Paragraph 5 above.

13. AUTHORITY OF PARTIES. Each Party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, the City shall designate a representative to whom all inquiries from Indiana American should be directed and decisions of that individual shall be final and binding on the City.

14. NOTICES. All notices and other communications between Indiana American and the City concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

Indiana-American: Vice-President of Operations
Indiana-American Water Company, Inc.
153 North Emerson Avenue
Greenwood, IN 46143

With Copy to: Corporate Counsel
Indiana-American Water Company, Inc.
153 North Emerson Avenue
Greenwood, IN 46143

City: _____

With Copy to: _____

15. CONSTRUCTION. The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. GOVERNING LAW. To the extent a dispute arises between Indiana American and the City involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Indiana applicable to contracts made and performed entirely in Indiana, without regard to any principles of conflicts of law.

17. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into this Agreement.

18. COUNTERPARTS. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Indiana-American Water Company, Inc.

By: _____
Vice President of Operations

City of _____

By: _____

Mayor

ATTEST:



INVOICE

Invoice: P5580908901
 Invoice Date: 11/8/2024
 Page: 1 of 1

Email sent to customer on 11/08/2024

Bill to: TOWN OF SELLERSBURG
 316 E. UTICA ST
 SELLERSBURG IN 47172

Customer ID: 000308989
 PO / Contract No:
 Payment Terms: Net 30
 Due Date: 12/8/2024

Amount Due: \$152.99

Invoice for work or services performed at: TOWN OF SELLERSBURG SELLERSBURG IN

For questions about your invoice, please contact Stephanie Mowery at stephanie.mowery@duke-energy.com

Line	Date of Charge	Description	Net Amount
1	11/07/2024	Installation of Lighting SHIELD INSTALL	\$152.99
Amount Due:			\$152.99

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

i Please detach and return with your payment. Please indicate invoice number on check. **i**

Payment Coupon

Please make check payable to:

Duke Energy
 PO Box 602566
 Charlotte NC 28260-2566

ACH Instructions:

Wells Fargo - Indiana
 121000248
 Duke Energy
 002000057639545

Invoice Number: P5580908901

Corporation Code: 75115

Please Pay By: 12/8/2024

Customer ID: 000308989

Total Amount Due: \$152.99

Fed Tax ID # 35-0594457

TOWN OF SELLERSBURG
 316 E. UTICA ST
 SELLERSBURG IN 47172

Amount Enclosed



161635353830393038393031000000000152994



SPENDING PLAN FOR 2025

(Note: The following represent maximum anticipated amounts)

A. Debt Payments

Total Debt Payments: \$311,126.68

B. Capital Expenditures Contemplated by the Economic Development Plan(s) or Redevelopment Plan(s), as amended: \$700,000.00

- Greenwood Sewer Improvements: \$400,000.00
- Camp Run Solar Lights: \$50,000.00
- Apple Leaf Signal: \$150,000.00
- Infrastructure, utility, and other capital projects: \$100,000.00

C. Professional Expenses (legal, accounting, project supervision expenses, and other): \$350,000.00

- Consulting Expense: \$100,000.00
- Legal Expense: \$100,000.00
- Financial Advisor Expense: \$50,000.00
- Engineering Expense: \$100,000.00

[List purpose and maximum anticipated amount of other anticipated expenditures]

TOTAL OF (A)-(C): \$1,361,126.68

***The Redevelopment Commission recognizes that this Spending Plan has been prepared using information currently available to the Redevelopment Commission, and that unexpected opportunities or needs may arise in 2025 making it appropriate for the Redevelopment Commission to make expenditures not anticipated by this Spending Plan.**

Examples could include, among others:

(1) unanticipated opportunities for interest rate savings on debt, which may make it appropriate for the Redevelopment Commission to use revenues on hand to pay down the debt prior to its scheduled maturity, or to issue refunding bonds and spend the proceeds thereof to refinance the debt;

(2) unanticipated economic development opportunities making it appropriate for the Redevelopment Commission to make expenditures not anticipated by this Spending Plan in order to provide an incentive for attractive economic development and redevelopment opportunities;

(3) the expenditure of gifts from philanthropic individuals, organizations or business entities;

(4) the expenditure of funds from unanticipated State or federal grants; or

(5) the expenditures of funds to provide matching funds required for unanticipated State of federal grants.

In such an event or other similar events, or if amendments to the Spending Plan are otherwise needed, the Redevelopment Commission will comply with the instructions set forth in the Memorandum attached hereto, which provides as follows:

“If a redevelopment commission determines that a previously submitted TIF Spending Plan needs to be amended, the commission will proceed with uploading the amended spending plan.”



Redevelopment Commission Annual Spending Plan Submissions

As referenced in the Department of Local Government Finance's ("Department") previously released memo regarding 2023 legislation affecting local budget matters, Section 172 of House Enrolled Act 1454 (P.L.236-2023) ("HEA 1454") specified additional reporting requirements for the redevelopment commissions.

I. Redevelopment Commission Annual Reporting

Section 172 of HEA 1454 adds Ind. Code § 36-7-14-12.7 specifies that redevelopment commissions will be required to submit a spending plan for the upcoming year by December 1 to the Department. The required spending plan must be submitted in a manner prescribed by the Department.

The new redevelopment commission reporting under HEA 1454 will be *in addition to* the annual reporting required under Ind. Code § 36-7-14-13 and Ind. Code § 36-7-14.5-9, which must be submitted through the TIF Management Application no later than April 15 each year.

Spending plans adopted by redevelopment commissions should be uploaded to the Gateway File Transmission Application, as outlined in Section II of this memo.

II. Spending Plan Upload Instructions

All redevelopment commissions should already have an existing Gateway account; however, any redevelopment commissions that currently do not have access to Gateway will need to establish a user account and log in at: <https://gateway.ifionline.org/login.aspx>.

After logging into Gateway, the commission will select the File Transmission application.

After selecting the File Transmission application, the user will need to select the applicable

unit. Similar to how redevelopment commissions complete submissions through the TIF Management Application, commissions will need to select the unit of government that originally established the redevelopment commission.

Then select the “TIF Spending Plans” destination button.

The user will then select the “+ Upload Plan” button to upload the TIF Spending Plan.

After selecting the “+ Upload Plan” button, the user will select the appropriate Fiscal Year, enter the File Name, and upload the TIF Spending Plan. TIF Spending Plan submissions should use the following File Name format:

[YEAR] [RDC Name] TIF Spending Plan

If a redevelopment commission determines that a previously submitted TIF Spending Plan needs to be amended, the commission will proceed with uploading the amended spending plan. The original spending plan submission should not be removed or deleted. Amended TIF Spending Plan submissions should use the following File Name format:

[YEAR] [RDC Name] TIF Spending Plan (Amended [DATE])

Contact

If you have any questions about uploading the TIF Spending Plan, please contact support@dlgf.in.gov.

Attachments:

- [Redevelopment Commission Annual Spending Plan Submissions \[Information Systems\] - August 28, 2024](#)

Indiana Department of Local Government Finance
100 N. Senate, N-1058B
Indianapolis, IN 46204
(317) 232-3777 | (888) 739-9826
www.in.gov/dlgf
