

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

January 12, 2026 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:

APPROVAL OF PAYROLL ALLOWANCE DOCKET:

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

2026 ORGANIZATION OF THE TOWN OF SELLERSBURG COUNCIL:

President - Vice President - 2nd Vice President

2026 TOWN COUNCIL LIAISONS: Streets and Sanitation – Water – Wastewater

BOARD OF ZONING APPEALS RE-APPOINTMENT:

PLAN COMMISSION RE-APPOINTMENTS:

2026 PLAN COMMISSION APPOINTMENTS FROM COUNCIL:

PARKS AND RECREATION BOARD RE-APPOINTMENTS:

911 BOARD APPOINTMENT:

RIVERHILLS BOARD RE-APPOINTMENT:

ORDINANCES AND RESOLUTIONS:

1. RESOLUTION NO. 2026 – R – 001: A Resolution Transferring Certain Property to the Sellersburg Development Commission.
2. ORDINANCE NO. 2026-OR-001: An Ordinance Disposing of Surplus Personal Property

UNFINISHED BUSINESS:

1. Discussion: Growing Minds Preschool

NEW BUSINESS:

1. COI Forms for 2026
2. Willows 2 – 3 Phase Electric Service Conversion
3. 2026 Town Council Meeting Dates

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

RECEIPT OF STAFF/PARTNER REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan or Assistant Chief Matt Adams
Engineering Status Updates
Jacob "Jake" Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the Order):

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

ADJOURN:

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA
RESOLUTION NO. 2026 – R – 001

A RESOLUTION TRANSFERRING CERTAIN PROPERTY TO THE SELLERSBURG REDEVELOPMENT COMMISSION.

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative and fiscal bodies for Sellersburg, Indiana (the “Town”) and the President of this 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, pursuant to Ind. Code § 5-22-22-10, a purchasing agency may exchange property with another governmental body upon terms and conditions agreed upon by the governmental bodies as evidenced by adoption of a substantially identical resolution by each entity. In addition, a transfer under this section may be made for any amount of property or cash as agreed upon by the governmental bodies; and,

WHEREAS, Ind. Code § 36-1-11 *et seq.* authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by the governing body of each entity; and,

WHEREAS, the Town is the owner of real property located at 206 N New Albany Street, Sellersburg, Indiana 47172 consisting of four (4) parcels—Parcel Nos. (1) 10-17-11-100-727.000-031, (2) 10-17-11-100-729.000-031, (3) 10-17-11-100-254.000-031 and (4) 10-17-11-100-237.000-31 (“School Property”) *Attached hereto as Exhibit A.*

WHEREAS, the School Property was acquired by the Town pursuant to Resolution 2024 – R – 005, which also included a the assignment of a lease wherein certain demised spaced within

the School Property was being leased to Growing Minds Preschool, LLC (“GMP Lease”). *Attached hereto as Exhibit B.*

WHEREAS, the Council and the Sellersburg Redevelopment Commission (“RDC”) have agreed to transfer the School Property and the GMP Lease for One Dollar (\$1.00) to the RDC, the receipt and sufficiency of which is hereby acknowledged, upon the adoption of the same or substantially similar resolutions by both parties.

NOW THEREFORE, BE IT RESOLVED, by this Council as follows:

SECTION 1. The foregoing Recitals are incorporated herein by this reference.

SECTION 2. Pursuant to the provisions of Ind. Code § 36-1-11 *et seq.*, the Town hereby approves the transfer of the School Property to the RDC in accordance with the terms set forth in this Resolution.

SECTION 3. The transfer of the School Property shall be by Limited Warranty Deed and a closing conducted by Young, Lind, Endres & Kraft.

SECTION 4. The Town hereby authorizes, empowers, and directs the Town Manager and/or President of the Council to execute all documents as may be necessary to effectuate this transfer, including the lease assignment, provided said actions do not materially change the intent of this Resolution.

SECTION 5. This Resolution is effective immediately upon its passage.

THIS RESOLUTION adopted this _____ day of January 2026 by at least a majority vote of this Council in a public meeting.

This Resolution shall be in full force and effect after its adoption by the Town Council of Sellersburg, Indiana.

[Signature page to follow]

“Aye”

“Nay”

Brad Amos
Council Member

Brad Amos
Council Member

Terry Langford
Council Member

Terry Langford
Council Member

Matthew Czarnecki
Council Member

Matthew Czarnecki
Council Member

Randall Mobley
Council Member

Randall Mobley
Council Member

Mark Grube
Council Member

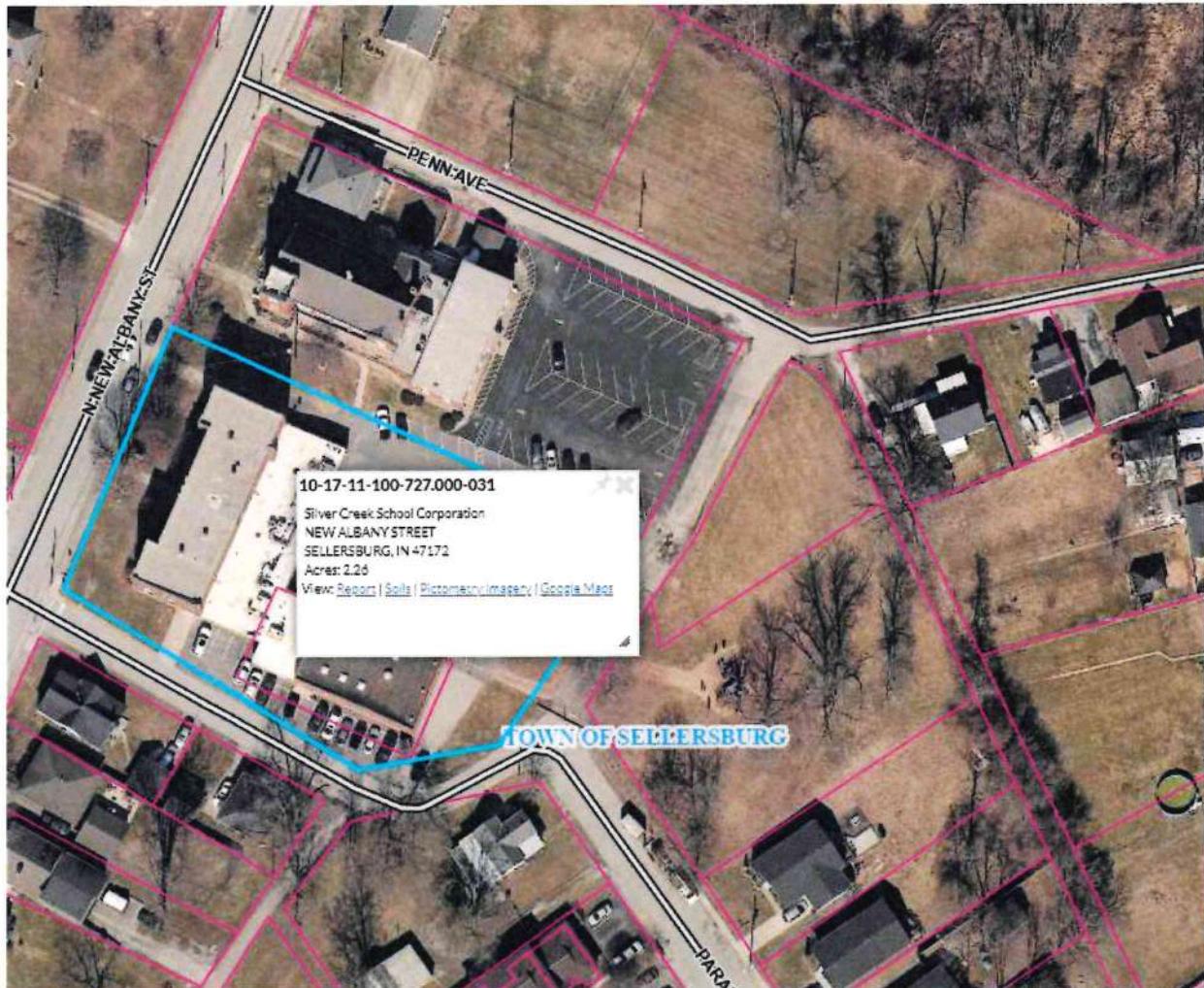
Mark Grube
Council Member

Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

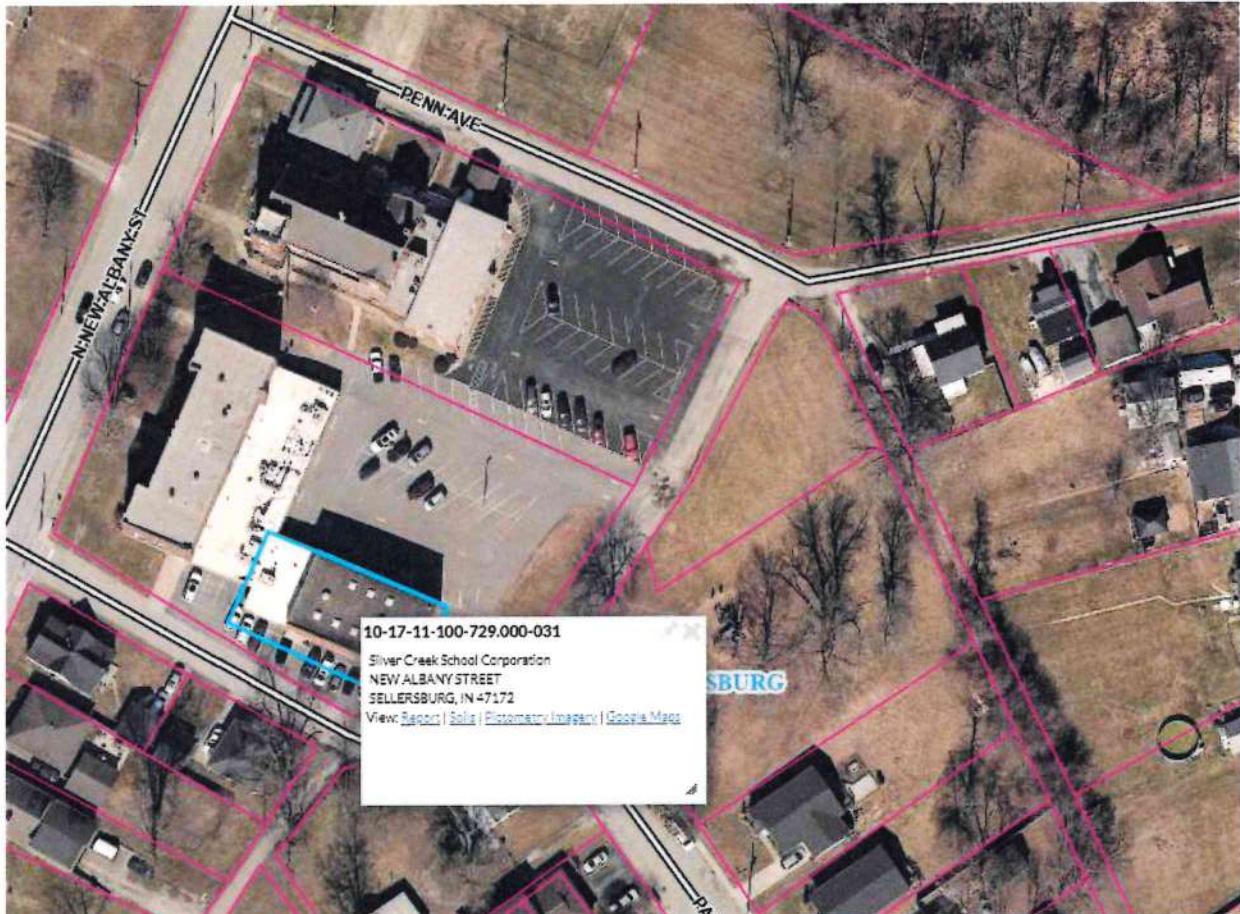
EXHIBIT A

DEPICTION OF SCSC PROPERTY (FOUR PARCELS)

1. 10-17-11-100-727.000-031 (as outlined in blue):



2. 10-17-11-100-729.000-031 (as outlined in blue):



3. 10-17-11-100-254.000-031 (as outlined in blue):



4. 10-17-11-100-237.000-31 (as outlined in blue):



EXHIBIT B

LEASE AND AMENDMENTS TO FOLLOW

Silver Creek School Corporation 601 Renz Ave, Sellersburg IN 47172

This lease agreement is made and entered into by and between SILVER CREEK SCHOOL CORPORATION, hereinafter called the "LANDLORD" and GROWING MINDS PRESCHOOL hereinafter called the "TENANT". This lease replaces any previous agreements made prior to this lease. In consideration of the mutual agreements set forth in this Lease, the Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the premises hereinafter described upon the terms and conditions hereinafter set forth.

DESCRIPTION OF THE PREMISES

The leased premises shall consist of 8 CLASSROOMS (1,2,3,4,5,6- main floor and 7,8 on second floor). The leased premises hereto and shall have a mailing address of 206 North New Albany St, Sellersburg, Indiana 47172.

TERMS OF THE LEASE

The terms of the lease shall be for a period of two (2) years, beginning August 1st, 2022 and terminating on May 31, 2024 (18 months) with an option to renew the following year at the same base rate of \$400 / month/ classroom rented (pending newly board approved facility use fees).

The monthly rent shall be three thousand two hundred dollars (\$3200) payable in equal monthly installments for 9 months. First payment is due by September 1st, 2022.

If the lease term does not begin on the first day of a month, the first monthly installment shall be prorated on a per diem basis and due as of the day of the month when the Lease begins.

It is hereby agreed that if rent is unpaid after (5) days following due date the Lessee shall pay a late fee of \$35.00 plus interest at 18% on the delinquent amounts. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus \$25.00 as a special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

RIGHT OF ENTRY

Landlord may enter the premises only with Tenant present (except in the event of an emergency) at any reasonable time to examine the condition thereof and make necessary repairs thereto under this lease, charging the cost to Tenant if such repairs are the Tenant's responsibility under this lease but only if the Tenant has been advised of the costs before repairs are started. During the last one hundred twenty (120) days of the prime term of any renewal term, Landlord may show the premises to prospective tenants only with Tenant present.

USE OF THE PREMISES

The tenant shall not have the right to sublet.

The premises shall be used solely for the purpose of the Tenant's business which is hereby designated to be Growing Minds Preschool. Unlawful practices shall be carried on or permitted at the leased premises; nor shall the Tenant make any use of, or allow the leased premises to be used for any purpose which might invalidate or increase the rate of insurance on the premises, or create any nuisance or

commit waste, or commit any use prohibited by any zoning or building restriction. The Tenant further shall not, absent appropriate licensure and permit therefore, store, sell, or give away any alcoholic beverages at the leased premises.

ALTERATIONS

The Tenant shall make no alterations to the leased premises without first obtaining prior written consent of the Landlord. Any improvements built, constructed, or placed on the leased premises by the Tenant, unless otherwise provided for by written agreement, become the property of the Landlord, and remain with the leased premises at the expiration or termination of the lease.

REPAIRS, MAINTENANCE, HOUSEKEEPING, INSPECTIONS

The landlord shall make any necessary repairs to the following:

- Foundations, subfloors, exterior walls, doors, and roof.
- Exterior water, sewage, gas, and electrical services up to the point of entry into the building in which leased premises are located.
- Heating and air conditioning systems, excluding ordinary maintenance and minor repairs.
- Upkeep of common areas, grounds keeping, snow removal, and other seasonal or weather-related maintenance.

Tenant shall be responsible for all other upkeep of the leased premises, and shall keep and maintain the leased premises in a clean, sanitary, and presentable condition.

Also, Tenant shall be financially responsible for any repairs necessitated by conduct on the part of Tenant, its agents, invitees, guests, and licensees.

UTILITIES

The Landlord shall be responsible for all utility expenses.

INDEMNITY AND INSURANCE

Tenant agrees to indemnify and hold Landlord and the property of the Landlord, including the leased premises free and harmless from any and all claims, liability, loss, damage, or expenses, including attorney's fees resulting from Tenant's occupation and use of said leased premises, specifically including, without limitation, any claim, liability, loss, or damage, or expenses, including attorney's fees arising by reason of:

- The death or injury of any person or persons, including without limitation, Tenant or any person who is an employee or agent of Tenant, or by reason of the damage or destruction of any property of any person and caused or allegedly caused by either the condition of the leased premises, or some act or omission of Tenant or of some agent, invitee, contractor, employee, servant, licensee, sublessee, concessionaire of Tenant on said premises;
- Any work performed on said premises or materials furnished to said premises at the instance or request of Tenant or agent, or employee, or sublessee of Tenant; and
- Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Landlord or the leased premises by any duly authorized governmental agency or political subdivision.
- The existence at the premises of any environmental defect originating during the lease term (whether discovered during or after the lease term).

The Tenant shall, at all times during the term and renewal term of Lease, maintain hazard and extended coverage insurance with a reputable and solvent insurance company, satisfactory to Landlord, naming the Landlord as co-insured in an amount no less than the total replacement value of the leased premises.

The Tenant shall further, during such time, maintain liability insurance with respect to the leased premises insuring Landlord against liability for damages to persons or property in an amount not less than \$1,000,000.00 with such policy being issued by a reputable and solvent insurance company satisfactory to the Landlord. Landlord shall be

provided with a copy of the aforementioned insurance policies each year.

The Tenant shall be responsible for procuring insurance in connection with its property located on the subject premises. Landlord shall not be responsible for this.

SIGNS

The Tenant may at its own expense install and maintain signs on the interior of the leased premises. No signs shall be installed or erected on the outside of the leased premises without first obtaining the consent of the landlord.

Such consent shall not be unreasonably withheld.

Ownership and responsibility for all aforementioned signs shall remain with the Tenant.

DESTRUCTION

In the event the leased premises are damaged by fire, explosion or another casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the leased premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided, further, that if the leased premises are rendered untenantable by any such destruction, and repairs and restoration will take more than one hundred twenty (120) days from the date of destruction, Tenant shall have the right to terminate this Lease by giving the Landlord written notice of termination. In no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as here in above provided or (B) the leased premises shall be damaged to extent of fifty percent (50%) or more of the cost of replacement, or (C) the building of which the leased premises is a part is damaged to the extent of twenty-five (25%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the leased premises or the building, or to terminate this Lease upon giving notice of such election in within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Leased premises untenantable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, then a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date Landlord completes its work.

WAIVER OF CLAIMS

Landlord and Landlord's agents and employees shall not be liable to Tenant or to anyone claiming under Tenant for damages to person or property resulting from (A) any equipment or appurtenances becoming out of repair, (B) Tenant's failure to keep the leased premises in repair, to the extent required by this lease (C) injury done or occasioned by wind, fire, or act of God, (D) any defect in or failure to sprinkler system, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam, pipes, stairs, porches, railing, or walks, (E) broken glass, (F) the running over of an tank, tub, wash stand, water closet, waste pipe, drain, or any other pipe or tank in or upon the leased premises, or noxious odors resulting there from, (H) water, snow, or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks, or any other place upon or near the leased premises, (I) the falling of any fixtures, plaster, or stucco, or (J) any act, omission, or negligence of co-tenants or of other persons or occupants of the leased premises or of adjoining or contiguous property, except to the extent any of the foregoing is caused by or results from the gross negligence or willful or intentional conduct of the Landlord.

DEFAULT

If Tenant defaults in payment of rent, or any part thereof, or if tenant defaults in the performance of, or compliance with any other terms or conditions hereof, this Lease, at the option of the Landlord shall terminate and be forfeited, and Landlord may, without terminating this Lease, reenter the leased premises and retake possession and remove persons and property there from. Tenant shall remain liable to Landlord for all rent for the balance of the lease term originally granted. With respect to any condition of default, other than payment of rent, Tenant shall be given notice of default or breach, and termination and/or forfeiture of the Lease shall not result if within fifteen (15) days of such notice, Tenant has corrected the default. No notice need be concerning any default in the payment of rents. Upon default, Landlord shall not be limited to remedy set forth above, but shall be able to use any remedy provided by Law. Further,

Landlord shall be entitled to recover reasonable attorney's fees incurred to reasonably address any default situation.

SUBORDINATION

Tenant's rights under this Lease shall be subject, subordinate, and inferior to any mortgage lien, now or hereafter, conveyed to any part by Landlord.

Tenant shall upon demand, execute any instrument reasonably necessary to effect the foregoing provision.

ADDITIONAL PRIVILEGES

The Landlord grants to Tenant, during the term of the Lease, a nonexclusive easement and license to all parking, driving, and walking areas appurtenant to the leased premises, subject, however, to the Landlord's right to establish reasonable rules and regulations governing employee parking spaces, maximum number of parking spaces and other related conditions.

REDELIVERY OF LEASED PREMISES

At the end of the lease, the tenant shall deliver the leased premises to the Landlord in as good condition as they are in at the outset of the Lease, ordinary wear and tear accepted.

GENERAL PROVISIONS

The agreements and obligations herein contained extend to, bind, and insure to the benefit of not only the parties hereto, but their respective successors in interest.

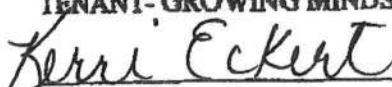
Further, the various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive right or remedy, but shall be construed as cumulative and in addition to any available remedy.

One or more waivers of any term or condition of the Lease by either party shall not be construed by the other party as a waiver of any subsequent breach of any condition.

LANDLORD SILVER CREEK SCHOOL CORPORATION

	5-24-22
School Board President	Date
	5-24-22
Superintendent	Date

TENANT- GROWING MINDS PRESCHOOL

	6/9/22
Owner	Date
	6-9-22
Owner	Date

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of May 28, 2024 (the "Effective Date"), by and between SILVER CREEK SCHOOL CORPORATION, an Indiana school corporation ("Landlord"), and Growing Minds Preschool, LLC, an Indiana limited liability company ("Tenant"):

RECITALS

- A. Tenant and Landlord are parties to that certain Lease Agreement dated May 24, 2022 (the "Lease") with respect to of 8 rooms (Units 1,2,3,4,5,6 on the main floor and units 7 and 8 on second floor) located at 206 North New Albany St, Sellersburg, Indiana 47172.
- B. The term of the Lease begins August 1, 2022 and was originally scheduled to terminate on May 31, 2024 with an option for the Tenant to extend the Lease by one (1) year ("Lease Option").
- C. Tenant exercised the Lease Option and extended the Lease to May 31, 2025, with the First Amendment to the Lease Agreement.
- D. The Parties now wish to extend the Lease until May 31, 2026.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Amendment and not otherwise defined in this Amendment shall have the meaning provided for such term in the Agreement.
2. **Lease Term.** The parties agree that the term of the Lease shall now expire on May 31, 2026.
3. **Effectiveness of Agreement.** Except to the extent expressly modified by this Amendment, all of the terms of the Lease remain in full force and effect. To the extent of any inconsistency between this Amendment and the Lease, the terms and conditions of this Amendment shall control.
4. **Counterparts and Electronic Signatures.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Tenant and Landlord agree that this Amendment may be accepted, executed or agreed

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Tenant:

GROWING MINDS PRESCHOOL, LLC,
AN INDIANA LIMITED LIABILITY COMPANY

By: Robin Long Kerri Eckert

Printed: Robin Long Kerri Eckert

Title: Owner/Teacher Owner/Teacher

Landlord:

SILVER CREEK SCHOOL CORPORATION,
AN INDIANA SCHOOL CORPORATION

By: Chad S. Briggs

Printed: Chad S. Briggs

Title: Superintendent

(End of signatures)

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA
ORDINANCE NO. 2026 – OR – 001

AN ORDINANCE DISPOSING OF SURPLUS OR WORTHLESS PERSONAL PROPERTY BELONGING TO THE TOWN OF SELLERSBURG, INDIANA.

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body for Sellersburg, Indiana (the “Town”) and the President of this 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, pursuant to Ind. Code § 5-22-22-3(b), this Council, acting as the purchasing agent, may sell property that “belongs to the governmental body, but is no longer needed for the purpose for which it was intended”; and,

WHEREAS, if the purchasing agent does not engage an auctioneer or if the surplus property is not sold through an Internet auction site under Section 4.5 of Ind. Code § 5-22-22 *et seq.*, the purchasing agent shall sell the property at a public sale or by sealed bids delivered to the office of the purchasing agency before the date of the sale, unless otherwise allowed under Indiana law. Advertisement of sale shall be made in accordance with Ind. Code § 5-3-1 and all sales shall be made to the highest and most responsible bidder. (*Ind. Code § 5-22-22-5*); and,

WHEREAS, pursuant to Ind. Code § 5-22-22-8, “if the property is worthless, it may be demolished or junked.” Property may be determined to be worthless or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and,

WHEREAS, pursuant to Ind. Code § 36-1-11-9, “whenever a disposing agent purchases new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price, the exchange or trade-in may be made without compliance with section 7 of this chapter but must comply with section 16 of this chapter”; and,

WHEREAS, this Council, at the recommendation of the Town Manager, has determined a need to trade in or sell a 2019 Dodge Ram Truck.

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana as follows:

1. The following personal property shall be disposed of consistent with Indiana law:

2019 Dodge Ram 1500
VIN # 1FT8W2BN9TEC90784
Mileage 98,098
Trade in value \$26,000

2. This Council further grants the Town Manager with the authority to either exclusively sell or trade the above-referenced personal property.
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.

So Ordained this ____ day of _____, 20 ____.

[Signature page to follow]

“Aye”

“Nay”

Brad Amos
Council Member

Brad Amos
Council Member

Terry Langford
Council Member

Terry Langford
Council Member

Mark Grube
Council Member

Mark Grube
Council Member

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