

RESOLUTION NO. 2024- /

A RESOLUTION OF THE TOWN OF LYNN, INDIANA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH CITY OF UNION CITY, INDIANA FOR USE OF UNION CITY CITY COURT

WHERE, the Town of Lynn, Randolph County, Indiana (“Lynn”) and the City of Union City, Randolph County, Indiana (“Union City”) (collectively, the “Participating Units”) desire to enter into an interlocal cooperation agreement pursuant to Ind. Code § 36-1-7-1 *et. seq.* pertaining to Lynn’s use of Union City’s City Court for the hearing and disposal of certain traffic and ordinance violations of Lynn; and

WHEREAS, Ind. Code § 36-1-7-1 *et. seq.* Provides that a power that may be exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised by one or more entities on behalf of others or jointly by the entities by entering, through ordinance or resolution, into a written interlocal cooperation agreement governing the exercise of the power.

NOW, WHEREFORE, it is hereby resolved as follows:

Section 1. The Interlocal Cooperation Agreement attached hereto as Exhibit A is hereby approved, confirmed, and ratified and shall govern the administration of Lynn’s use of Union City’s City Court for the hearing and disposal of certain traffic and ordinance violations of Lynn and is effective as of the date of recordation of the Interlocal Cooperation Agreement with the Office of the Recorder of Randolph County, Indiana.

Section 2. All prior resolutions or parts thereof inconsistent with any provision of this Resolution or the terms of the Interlocal Cooperation Agreement are hereby repealed.

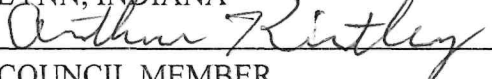
Section 3. This Resolution is hereby passed and adopted at a regular meeting of the Town Council of the Town of Lynn, Randolph County, Indiana held this 16th day of October 2024.

ATTEST:



Michael Straley III, Clerk/Treasurer

TOWN COUNCIL OF THE TOWN OF
LYNN, INDIANA



COUNCIL MEMBER



COUNCIL MEMBER

COUNCIL MEMBER

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
UNION CITY, INDIANA, AND THE TOWN OF LYNN, INDIANA FOR THE HEARING
AND DISPOSAL OF TOWN TRAFFIC AND PARKING ORDINANCE VIOLATIONS**

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into this 16th day of October, 2024, by and between the City of Union City, Indiana ("Union City") and the town of Lynn, Indiana ("Lynn"), both of which are Indiana political subdivisions and municipalities, to provide for the hearing and disposal of certain Lynn ordinance violations in the Union City City Court as provided in the Town of Lynn's Ordinances listed as follows:

Ordinance	Title	Fine
1976-2	Dogs Running Loose	\$25.00
1980-4	Disregarding Stop Sign	\$25.00
1990-2	Disorderly Conduct with Motor Vehicle	\$25.00
2000-10/2007-3	Curfew Violations	\$25.00
2001-1	Speeding—Exceeding 30 mph on Town Streets	\$20.00
2001-2	Off-Road Vehicles-ATV's	\$25.00
2005-1	Skateboard Violations	\$25.00
2007-2	School Speed/Stop Sign Violations	\$25.00
2010-2	School Parking Fire Lane/Hydrant Violation	\$25.00
2010-3	Emergency Travel Declarations	\$25.00
2011-2/2012-1	Golf Cart Regulations	\$25.00
2012-2	Vicious Animal Violation	Call PD
2012-3	Trash Can and Trash Disposal Violation	\$25.00
2015-6	Itinerant Merchant/Peddler Violation	\$50-\$250
2017-1	Garage/Yard Sale Regulations	\$50.00
2017-4	Nuisance Ordinance	Call PD
2019-3	Town Parking Violation	\$25.00
2024-4	Beekeeping	Call PD
2024-5	Chicken Harboring	Call PD

WHEREAS, IND. CODE § 33-35-1-6 provides that a city or town that has not established a city or town court may enter into an interlocal cooperation agreement under Ind. Code § 36-1-7 with a city or town that has established a court under Ind. Code § 33-35-1 and is located in the same judicial circuit as the city or town that has not established a court to hear and dispose of ordinance violations that would otherwise come under the jurisdiction of a court established by the city or town under Title 33, Chapter 35 of the Indiana Code; and

WHEREAS, Union City has properly established its City Court pursuant to Title 33, Chapter 35 of the Indiana Code; and

WHEREAS, Ind. Code § 36-1-7 provides for interlocal cooperation agreements between political subdivisions; and

WHEREAS, Lynn desires to contract with Union City for the use of the services and facilities of the Union City City Court system in hearing and disposing of Lynn town traffic and parking ordinance violations; and

WHEREAS, Union City desires to make such services and facilities available to Lynn upon the terms and conditions set out below; and

WHEREAS, pursuant to Ind. Code § 36-1-7-2(a) and Ind. Code § 36-1-7-3 the Parties have adopted appropriate ordinances or resolutions authorizing this Agreement.

In consideration of their mutual promises herein, the Parties agree as follows:

1. Duration. This Agreement shall be in force from its Effective Date, defined below, until terminated as provided below.
2. Purpose. The purpose of this Agreement is for the Union City City Court and Union City Traffic Violations Bureau to hear and dispose of traffic and parking ordinance violations for Lynn pursuant to Ind. Code § 33-35-1-6 and Ind. Code § 34-28-5 *et. seq.*
3. Financing and Staffing.
 - A. Union City shall be responsible for budgeting and paying for (i) courtroom space, personnel (staffing), equipment and supplies, including, without limitation, a qualified judge and personnel sufficient for the filing and statutory retention of pleadings, judgments, and other case-related and court-related documents; and (ii) space, equipment, supplies, and personnel services of the Union City City Court Clerk to properly receive, disburse, and account for all monies, including fines and costs collected through the disposal of cases before the Union City City Court. Union City Council shall determine, in its sole discretion, the time and place for all sessions of the Union City City Court.
 - B. Lynn shall be responsible for budgeting and paying for an attorney or other qualified and authorized representative to prosecute Lynn town traffic and parking ordinance violations.

4. Property. Each Party to this Agreement shall be responsible for its own supplies if not otherwise provided for herein, and all property provided by either Party will remain that Party's property throughout the duration and after termination of this Agreement.
5. Collection and Payment of Costs and Fines. Union City shall remit to Lynn its penalty fees set forth as listed above as amended from time to time, and Union City shall retain all court costs collected as payment for its provision of space, personnel, equipment, supplies, and services above and shall disburse all other amounts as provided by law.
6. Board. There is hereby established the Joint Operating Board for the purpose of administration of the Agreement, which shall consist of the Clerk-Treasurer from Lynn and the City Court Clerk from Union City, who shall be automatically appointed upon their election or appointment. The Board shall be responsible for assuring that this Agreement is administered in accordance with its terms and conditions and applicable law.
7. Notice. Notices shall be served by certified mail, return receipt requested, or by personal service as follows:

If to Lynn:	Suzan Dillon Myers 114 S Meridian Street Winchester, IN 47394
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If to Union City:	DeFur Voran LLP attn: Maura J. Hoff 400 S Walnut St., Ste. 200 Muncie, IN 47305
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8. Termination. Either Party may terminate this Agreement upon ninety (90) days' notice to the other, provided however, any proceeding commenced but not completed prior to termination shall be heard and disposed of to completion.
9. Effective Date. This Agreement is in effect upon the later of the following dates:
 - a. The date of its execution;
 - b. The date approved by the Lynn fiscal body;
 - c. The date approved by the Union City fiscal body; or
 - d. The date of recordation with the Recorder of Randolph County, Indiana.

10. Recording and Filing. In addition to recordation with the Recorder of Randolph County, this Agreement shall, not later than sixty (60) days after it takes effect, be filed with the State Board of Accounts for audit purposes.

LYNN TOWN COUNCIL
PRESIDENT

By: Arthur Kintley

UNION CITY CITY COUNCIL
PRESIDENT

By: _____