

**SELLERSBURG TOWN COUNCIL MEETING MINUTES**  
**316 E UTICA STREET | SELLERSBURG, IN 47172**  
**FEBRUARY 26, 2024**

**CALL TO ORDER**

President Brad Amos called the meeting to order at 6:00 p.m.

**ROLL CALL OF MEMBERS:**

**Present:** President Brad Amos, Vice-President Scott McVoy, Second Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Attorney Jacob Elder, Town Manager Charlie Smith, and Clerk Treasurer Michelle Miller.

**PRAYER AND PLEDGE OF ALLEGIENCE**

**MOTION TO ADOPT THE AGENDA AS PRESENTED:**

M|S|V: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

**APPROVAL OF MINUTES:**

M|S|V: McVoy | Czarnecki | | 5-aye, 0-nay, motion approved.

**APPROVAL OF ALLOWANCE CLAIMS:**

M|S|V: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

**CCMG 2023-2 PROJECT BID AWARD | LORI WYATT, JACOBI, TOOMBS & LANZ (bid sheet attached):**

Motion to award project to Lib's Paving in the amount of \$955,694.00

M|S|V: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

**2024 WWTP SLUDGE HAULING BID AWARD:**

Bids received from Estes, Eco Tech and Gotta Go. Taken under advisement until bids can be reviewed.

**NEW BUSINESS:**

- 1. BAKERTILLY ENGAGEMENT LETTER AGREEMENT RELATED TO SERVICES APPROVAL | NOT TO EXCEED \$37,500.00:**  
MSV: Langford | McVoy | 4-aye, 0-nay, 1-abstain by Mobley due to he was not in the prior workshop, motion approved.
- 2. AT&T CENTREX SERVICE AGREEMENT FOR WASTEWATER STATIONS APPROVAL:**  
M|S|V: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.
- 3. WEBER WORLD | REQUEST FOR WAIVER OF NON-COMPLIANCE FOR THE 2023 PAY 2024 REAL PROPERTY ABATEMENT | MATT NEELEY OF WEBER GROUP:**  
MSV: McVoy | Czarnecki | 5-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL MEETING MINUTES  
316 E UTICA STREET | SELLERSBURG, IN 47172  
FEBRUARY 26, 2024**

**4. JTL WORK ORDER #2024-07 APPROVAL | UTILITY RELOCATIONS | NOT TO EXCEED \$40,000.00:**

MSV: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

**5. PLAN COMMISSION APPOINTMENTS DUE TO RESIGNATION OF JOHN BROADY:**

Council Members: Brad Amos, Terry Langford, Scott McVoy

Citizen Appointments: Tom McEwen, Nancy McDevitt, Nancy Hughes and Keith Carter

MSV: McVoy | Czarnecki | 5-aye, 0-nay, motion approved.

**6. CLARK COUNTY YMCA CONTRIBUTION | COUNCILMAN MCVOY | \$5,000.00 TO BE PAID OUT OF CREDIT:**

MSV: Czarnecki | Langford | 5-aye, 0-nay, motion approved.

**GENERAL PUBLIC COMMENT:**

Charlie Pierce, 9708 Highway 60 addresses the Council in reference to the Taco Truck at the Shell Station.

Randy Coultas, Pastor at Hamburg Church of Christ, asks about drainage ditch repairs and Brad Amos advises the Street Department is waiting for the weather to break to make the repairs.

**RECEIPT OF STAFF REPORTS:**

**TOWN MANAGER, CHARLIE SMITH:** Gives updates on various projects

**TOWN ENGINEER, JACOBI, TOOMBS & LANZ:** Lori Wyatt Presents project status report

**ADJOURNMENT:**

MSV: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

Time adjourned: 7:15 p.m.

Minutes approved this **11th** day of **MARCH, 2024**

\_\_\_\_\_  
Brad J. Amos, Council Member

\_\_\_\_\_  
Matt Czarnecki, Council Member

\_\_\_\_\_  
Scott McVoy, Council Member

\_\_\_\_\_  
Terry Langford, Council Member

\_\_\_\_\_  
Randall Mobley, Council Member

\_\_\_\_\_  
Attest: Michelle D. Miller, Clerk Treasurer

JOB NO. 24008 BID OPENING February 22, 2024

JOB TITLE Sellersburg CCMG 2023-2 Street Paving

JOB SPONSOR Town of Sellersburg

**BIDDERS**

COMPANY	Hall Paving	E&B Paving	Mac Construction
Amount	\$1,342,353.08	\$1,271,100.00	\$1,202,440.23

Libs Paving	Wingham Paving	Louisville Paving	
\$995,694.00	\$1,090,083.80	\$1,271,706.00	




Baker Tilly US, LLP  
8365 Keystone Crossing, Ste 300  
Indianapolis, IN 46240  
United States of America

T: +1 (317) 465 1500  
F: +1 (317) 465 1550  
bakertilly.com

February 9, 2024

Town of Sellersburg  
c/o Mr. Charles Smith, Town Manager  
316 East Utica Street, Suite 101  
Sellersburg, IN 47172

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by Town of Sellersburg, Indiana (the Client) to assist the Client with advisory services.

#### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

#### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false or misleading representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false or misleading representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false or misleading representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Mr. Charles Smith, Town Manager  
Town of Sellersburg

January 25, 2024  
Page 2

### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's and its affiliates (Baker Tilly Parties) proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Baker Tilly Parties prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by the Baker Tilly Parties after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate the Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Mr. Charles Smith, Town Manager  
Town of Sellersburg

January 25, 2024  
Page 3

### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Mr. Charles Smith, Town Manager  
Town of Sellersburg

January 25, 2024  
Page 4

### **Other Matters**

#### **E-Verify Program**

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

#### **Investments**

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties and civil action listed in I.C. 5-22-16.5-14.

#### **Non-Discrimination**

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

#### **Anti-Nepotism**

The Firm is aware of the provisions under I.C. 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Mr. Charles Smith, Town Manager  
Town of Sellersburg

January 25, 2024  
Page 5

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

#### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

#### **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.



Mr. Charles Smith, Town Manager  
Town of Sellersburg

January 25, 2024  
Page 6

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto. If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

*Andre Riley*

Andre J. Riley, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: Brad J. Amos  
Title: President  
Date: 2-26-2024

## Attachment A

### Important Disclosures

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: Water Utility Cost of Service Rate Study**

**DATE: February 9, 2024**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Sellersburg, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services for the Client.

**A. Analysis of Costs and Revenues (Rate Analysis)**

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes.
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes.
6. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
7. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client.
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
12. Prepare comparative information concerning the present and possible future rate structure of the Client.

**B. Cost of Service Study**

1. Obtain information from Client officials, consulting engineers and available records, invoices, etc. to determine the classification of utility plant as necessary for Cost of Service analyses.
2. Furnish a detailed study of all customer billings for twelve (12) months' usage of the test year for each rate schedule currently in effect to determine billing demands and customer usage characteristics.
3. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to determine maximum hourly demand characteristics, maximum daily demand characteristics, fire flow requirements, meter equivalence ratios and other data for each customer classification in order to determine the cost responsibility for each class of service.
4. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of the costs of utility plant operating expenses and other revenue requirements to cost functions (i.e. base costs, extra capacity, customer, administrative and direct functions).
5. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of each functional cost to each of the present customer classifications in relation to each customer class's responsibility for those costs.
6. Compare the test year revenues under the current schedule of rates with the projected annual costs of providing service for each of the present customer classifications.
7. Recommend the consolidation or expansion of certain present rate classifications where appropriate.
8. Recommend alternative methods of revising rates and charges which are projected to produce revenues approximately equal to the determinable costs of providing service to the customers being billed from said rates
9. Prepare schedules comparing typical monthly billings under the present and proposed rates of the Client with the rates being charged in other communities in the surrounding area.
10. Furnish an accounting report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

**C. Meetings and Reports**

1. Attend meetings with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTMA's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

**RE: Water and Sewer Utility SDC Study**

**DATE: February 9, 2024**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Sellersburg, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services for the Client.

**A. System Development Charge**

1. Obtain detailed property and plant information regarding the Utility system from the Client.
2. Obtain capacity information and current use of existing Utility system.
3. Obtain detail of any proposed improvements to the system and capacity that will be provided by those improvements.
4. Obtain information regarding the outstanding debt and estimated contributions in aid of construction in order to determine estimated equity in the system.
5. Based on discussions with the Client and its engineers, estimate costs of future improvements to the system.
6. Based on capacity information provided by the Client and its engineers or based on the Client's records estimate the number of Equivalent Dwelling Units (EDU's) that could be served by the Client's system.
7. Calculate proposed SDCs based on the Equity Method, the Incremental Cost Method, or a combination of the two methods.
8. Upon completion of the study, attend a meeting of the Client to explain the studies.
9. Provide financial information (including a schedule of SDC charges, if required) to the Client's attorney for preparation of resolutions and ordinances, as may be required.
10. Attend a public hearing to be conducted by the Client in order to present accounting information relating to the SDC charges.

**B. Meetings and Reports**

1. Attend meetings with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTMA's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

**COMPENSATION AND INVOICING**

BTMA's fees for services set forth in the Scope Appendix will be as follows:

Water Utility COSS Rate Study

BTMA's fees for services set forth in the Scope Appendix not to exceed Thirty Thousand Dollars (\$30,000).

Water Utility SDC

BTMA's fees for services set forth in the Scope Appendix not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750).

Sewage Works SDC

BTMA's fees for services set forth in the Scope Appendix not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750).

Standard Hourly Rates by Job Classification  
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

**BILLING PROCEDURES**

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.



We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

*Andre Riley*

Andre J. Riley, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Bruce J. Curran  
Title: President  
Date: 2-26-2024



ACTIVITY	2024											DELIVERABLE	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov		
<b>Task 1: Study administration and management</b>													
Manage schedule/status meetings/monthly invoices	I	I	I	I	I	I	I	I	I	I	I	I	Stakeholder engagement, meetings and presentations
Other meetings/workshops (as needed)						I	I						
Public engagement workshops (as required)								I	I				
Public hearing/present final report										I			
<b>Task 2: Study kickoff meeting</b>													
Kickoff meeting with working group			I									Meeting notes Data requests	
Revise SOW and timetable in consultation with working group (as necessary)			I	I									
<b>Task 3: Analyze current financial position and rate structure</b>													
Town gathers data requested during kickoff meeting			I	I								N/A	
Analyze data requested from staff and conduct any necessary interviews with staff or other consultants				I	I	I							
<b>Task 4: Cost of Service Development</b>													
Develop cost of service (COS) alternatives					I	I	I	I				Develop, revise and finalize cost of service models	
Discuss COS alternatives with Town							I	I					
Revise COS alternatives based on Town feedback							I	I	I				
<b>Task 5: Develop rate model</b>													
Develop rate model					I	I	I	I				Develop, revise and finalize rate model	
Discuss rate model with Town							I	I					
Revise alternatives based on Town feedback							I	I	I				
<b>Task 6: Report and financial plan</b>													
Prepare draft report							I	I	I	I		Draft, revise and finalize reports	
Revise draft report based on feedback from Town							I	I	I	I			
Prepare final report							I	I	I	I			
<b>Task 7: Develop rate implementation plan</b>													
Prepare summary information and any other pertinent information for presentation to all stakeholders									I	I	I	Provide implementation plan recommendations and presentation/ Assist in prep. Of legal notices and other required information	
									I	I	I		
<b>Project management and communication</b>													
	I	I	I	I	I	I	I	I	I	I	I		

**Meeting key**

- I = In-person meeting
- V = Virtual meeting

Council meetings = to occur during the scheduled monthly meetings at 6:00 pm ET.

**ORDER for CENTREX SERVICE  
UNDER STATE OF INDIANA QPA 9796**

Town Of Sellersburg ("Customer") hereby acknowledges and confirms its order for Centrex Service ("Order") under jurisdiction of the State of Indiana QPA 9796 ("Contract"), AT&T Contract Number 20050418-0404, between SBC Global Services, Inc., d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated ("AT&T"), and State of Indiana, Department of Administration Procurement Division on behalf of the Indiana Office of Technology (as of 7/1/05, formerly known as the Division of Information Technology) ("State") for all State Agencies and other Indiana governmental entities as provided in IC 4-13-1-4, et. seq.

This Order is intended to serve as a confirmation of Customer's selection of the Service and System Service Period (as selected below) tendered by AT&T and is subject to the terms and conditions of said Contract which may not be amended unless the Contract is formally amended by the State. Furthermore, signature on this Order indicates that Customer qualifies as a governmental entity entitled to procure services as an Authorized User under said Contract as provided in IC 4-13-1-4. This Order is effective upon the date of the last signature affixed hereto ("Effective Date").

The Monthly Rate for (Centrex) features not stated herein shall be the price as stated in the AT&T Catalog for thirty-six (36) months; the Non-Recurring Charges shall be the price stated in the AT&T Catalog. All other prices not quoted herein shall be as set forth in the AT&T Catalog and/or tariff as appropriate. Customer may elect to terminate all or part of the Service during the System Service Period upon thirty (30) days written notice to AT&T, subject to the payment of a Termination Charge, stated herein for Customer's convenience. Termination Charge on each system removed prior to the end of the System Service Term shall be the lesser of (i) the dollar difference between the price selected herein and the price stated below for the term that could have been completed at the time of termination or (ii) fifty percent of the remaining amount due.

**Notice of Withdrawal**

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	Centrex Service

**Centrex Early Termination**

If Customer migrates an AT&T ILEC Centrex Service or Service Component, (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- the Minimum Payment Period for the Replacement Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

**Order Service Rates and Charges.** Select and enter values below, as applicable.

Centrex Elements	Non-Recurring Charge, each
Service Establishment	
• 25 stations or less	<input type="checkbox"/> \$ 910.00 <sup>1</sup>
• 26 stations or more	<input type="checkbox"/> \$1,930.00 <sup>1</sup>
• Renewal <sup>2</sup> for BTN 8122468341273	<input checked="" type="checkbox"/> N/A
Intercom Access [stations]	\$ 34.00 <sup>3</sup>

- The Non-Recurring Charge is waived.
- Renewal is effective upon expiration of the existing contract term or the Effective Date of this Order, whichever is later.
- This Non-Recurring Charge does not apply for existing services and is waived for new service installed hereunder.

Centrex Elements	Qty	System Service Period (Select one only)			Total Monthly
		<input type="checkbox"/> 12 Mo Monthly Rate, each CN 002738	<input type="checkbox"/> 24 Mo Monthly Rate, each CN 002739	<input checked="" type="checkbox"/> 36 Mo Monthly Rate, each CN 002737	
Common Equipment	1	\$ 0.00	\$ 0.00	\$0.00	\$0.00
Intercom Access [stations] all quantities <sup>4</sup>	39	\$15.50	\$10.75	\$7.50	\$292.50
<b>Total</b>					<b>\$292.50</b>

<sup>4</sup> Stations which are added shall be co-terminus to the System Service Period and are subject to termination charges as stated above.

**ORDER for CENTREX SERVICE  
UNDER STATE OF INDIANA QPA 9796**

Order for Service in Indiana location(s). Select and enter information below:  shall be installed or  is existing: location(s)

<u>Service Address and City Location</u>	<u>Central Office</u>
101 S New Albany St Sellersberg	SLBGIN01

For additional Indiana location(s), attach Attachment A - Additional Indiana Location(s).

Check box if Attachment A is attached to this Order

Billing Address – enter city, state and zip: PO BOX 175 SELLERSBURG, IN 47172

Existing Service – enter Circuit ID(s) and/or Billing Number: 8122468341273

AT&T and Customer's signature, below, acknowledges that the signatory is authorized to place this Order for Service and has read and accepts all Contract terms and conditions. This Order has been placed under the authority of the QPA 9796. Service must be ordered and installed prior to 11-30-2024, which is the expiration of the Agreement associated with QPA 9796.

Town Of Sellersburg

SBC Global Services, Inc., d/b/a AT&T Global Services, on behalf of Indiana Bell Telephone Company, Incorporated

By: Brad J. Amos  
 Printed: Brad J. Amos  
 Title: President  
 Date: 2-26-2024

By: \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>AT&amp;T Administration Use Only: Applicable to Customer's Order</b>	
Customer Award Letter or RFP Countersignature Date (State of Indiana QPA 9796 RFP 4-95 Master Agreement No. 20050418-0404 [ATT DocId 30719519])	03-29-2005
Certified by Sales Rep.	

August 3, 2023

Sellersburg Town Council  
316 E Utica St  
Sellersburg, IN 47172

Re: Taxpayer: Weber World, LLC (DBA Weber Group II, LLC)  
Taxpayer's Address: 5233 Progress Way, Sellersburg, IN 47172  
Parcel #: 10-17-08-900-133.000-031  
**Request for Wavier of Non-Compliance for the 2023 pay 2024 Real Property  
Abatement**

Dear Sir or Madam,

On behalf of Weber World, LLC ("Taxpayers"), we are requesting a waiver of non-compliance related to their Real Property Abatement for the 2023 pay 2024 on parcel #10-17-08-900-133.000.031. We have historically filed our Form CF-1 (attached) timely. We inadvertently missed submitting the Form CF-1 back in May of this year. We are respectfully requesting a waiver of non-compliance for the first time, and will ensure this is completed in a timely manner. Once you approve our waiver of non-compliance, we respectfully request that the town council adopts a resolution (IC 6-1.1-12.1-11.3).

We appreciate your assistance with this request, and should you have any questions or require additional information, please contact the undersigned at (812) 748-1118.

Sincerely,



Paul Ohlin, Treasurer  
Weber World, LLC



**COMPLIANCE WITH STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

2023 PAY 2024

FORM CF-1 / Real Property

**INSTRUCTIONS:**

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(f))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

**PRIVACY NOTICE**

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer <b>WEBER GROUP II, LLC</b>		County <b>CLARK</b>
Address of Taxpayer (number and street, city, state, and ZIP code) <b>5233 PROGRESS WAY, SELLERSBURG, IN 47172</b>		DLGF Taxing District Number <b>10031</b>
Name of Contact Person <b>PAUL OHLIN</b>	Telephone Number <b>(812 ) 246-2100</b>	Email Address <b>812</b>
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body <b>TOWN COUNCIL OF SELLERSBURG, INDIANA</b>	Resolution Number <b>2015-R-002</b>	Estimated Start Date (month, day, year) <b>06/09/2015</b>
Location of Property <b>5233 PROGRESS WAY, SELLERSBURG, IN 47172</b>		Actual Start Date (month, day, year) <b>06/30/2017</b>
Description of Real Property Improvements <b>COMMERICAL PROPERTY EXPANSION</b>		Estimated Completion Date (month, day, year) <b>12/31/2019</b>
		Actual Completion Date (month, day, year) <b>3/20/2018</b>
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	78	84
Salaries	4,472,324	6,179,077
Number of Employees Retained	78	24
Salaries	4,472,324	1,983,068
Number of Additional Employees	25	60
Salaries	1,144,000	4,196,009
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title <b>Treasurer</b>	Date Signed (month, day, year) <b>8/3/23</b>

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**

**INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)**

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner IS in Substantial Compliance		
<input type="checkbox"/>	The Property Owner IS NOT in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member		Date Signed (month, day, year)	
Attested By		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 4 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member		Date Signed (month, day, year)	
Attested By		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			

**WORK ORDER FORM**  
**2024 TOWN OF SELLERSBURG UTILITY RELOCATION SERVICES**

**WORK ORDER NO. 2024-07**

**Date: 02/26/2024**

In accordance with the General Services Agreement between the **Town of Sellersburg, Indiana**, acting thru its duly elected **Sellersburg Town Council (OWNER)**, and **Jacobi, Toombs and Lanz, Inc. (CONSULTANT)**, dated September 8<sup>th</sup>, 2014, this **WORK ORDER** is the written authorization to the **CONSULTANT** to provide the work described herein, in accordance with the attached schedule, and not-to-exceed fee.

**Work:** The Work shall be as described in Section A of this **WORK ORDER**. **CONSULTANT** shall furnish all labor, materials, supplies, equipment, supervision, and services necessary for and incident to the performance of the Work. **CONSULTANT** represents that it has thoroughly reviewed the Work and the General Services Agreement and that it accepts the Work and the conditions under which the Work is to be performed.

**Schedule:** The Schedule shall be set forth in Section B of this **WORK ORDER**. **CONSULTANT** represents that the Schedule is reasonable and achievable.


**Payment Terms:** Payments to the **CONSULTANT** shall be as described in Section C of this **WORK ORDER**.

**Terms and Conditions:** The terms and conditions of the General Services Agreement referenced above shall apply to this **WORK ORDER**. This **WORK ORDER** also incorporates all of the terms and conditions required to be included in it by the General Services Agreement.

**OWNER:**

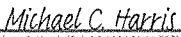
**Town of Sellersburg, Indiana**  
316 Utica Street  
Sellersburg, Indiana 47172


By 

Witness 

**CONSULTANT:**

**Jacobi, Toombs, and Lanz, Inc.**  
1829 East Spring Street, Suite 201  
New Albany, IN 47150  
(812) 945-9585

By   
Michael C. Harris (Feb 26, 2024 11:14:05 AM)  
Michael C. Harris, PE, President

Witness   
Lori L. Wyatt, PE, Water Resources Team Lead

## **WORK ORDER NO. 2024-07**

### **SECTION A – DESCRIPTION OF THE WORK**

Jacobi, Toombs and Lanz, Inc. (**CONSULTANT**) shall provide the Professional services for the project as described as follows:

This Work Order is intended to allow Staff to contact JTL to provide utility relocation services related to projects on INDOT, County, and Local Roads throughout the year on an as needed basis. Projects may include surveying, engineering, production of design plans and/or specifications, construction observation/inspection, meetings, or other tasks that may be necessary to support the Staff for utility relocation needs.

### **SECTION B – SCHEDULE**

As needed and discussed with Staff.

### **SECTION C – PAYMENT TERMS**

Payment to the **CONSULTANT** for these services shall be on a time and material basis with an initial not-to-exceed budget of Forty Thousand Dollars 00/100 (\$40,000.00).

The **CONSULTANT** may submit monthly invoices for payment for work completed to date.



Plan Commission Appointments

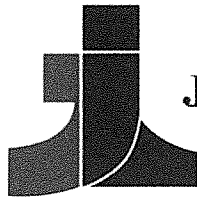
Town Officials (3)

Brad Amos  
Terry Lanford  
Scott McVoy

Citizen Appointments (4)

Tom McEwen	R
Nancy McDevitt	D
Nancy Hughes	D
Keith Carter	R

*John Brady Resigned*



**Jacobi, Toombs & Lanz, Inc.**  
*Consulting Engineers & Land Surveyors*



**TOWN OF SELLERSBURG  
PROJECT STATUS REPORT**  
*(Updates are in bold blue and italics)*

**February 26, 2024**

**GENERAL**

- Ziptility launched on 6/28/2023. Follow-up meetings to be scheduled with each department.
  - Ziptility is working well for staff. Can hold additional trainings when needed.
  - *JTL is continuing to make updates and adding additional assets for the Town.*
- *Utility Relocation projects for currently planned INDOT projects are necessary. Work Order (WO 2024-07) being presented TONIGHT for approval.*

**WATER**

**Water Service Line Inventory**

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- Regularly scheduled meetings are ongoing.
- Survey request to all Sellersburg water customers went out via email. Survey can be found on the Town website under the Water Department page or hard copies are available in the Billing Office.
- *Project Types 2 and 3 applications for grant funding are due THIS WEEK. Will need Town Council President's signature on application.*
- *Initial inventory has been uploaded to the required website. Will continue to be updated as we progress through all "project types," as defined by the IFA funding breakdown.*

**WASTEWATER**

**Asset Management Program**

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- All information to be added by the Town for Engineer's review by October 1st.
- Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.
- *Assets and associated Preventive Maintenance tasks are being implemented.*

**Ivy Tech Pump Station No. 2 Elimination**

- Reviewed plans for alignment with Town Manager.
- *Design nearing completion. Technical specifications are under review. Bid advertisement TBD.*

Corporate  
1829 E. Spring Street  
Suite 201  
New Albany, IN 47150  
812-945-9585

Kentucky  
2307 River Road  
Suite 203  
Louisville, KY 40206  
502-583-5994

Central Indiana  
1060 N. Capitol Avenue  
Suite E360  
Indianapolis, IN 46204  
317-829-3474

Southern Indiana  
124 Bell Ave  
Clarksville, IN 47129  
812-288-6646

## WWTP Construction

- UV disinfection was placed into operation by 4/1/2023, as required by the Town's NPDES permit.
- On 11/14/2022, IFA was on-site to audit for State Revolving Fund (SRF) compliance with no issues.
- Revisions to the site grading plan were developed to address the proposed site enhancements, provide additional utility vehicle parking area (8 to 9 additional parking spaces), and address area where the existing pavement requires additional asphalt depth to provide a longer-term service life.
- Clarifier No. 1 demolition is complete and Clarifier No. 2 rehabilitation is complete.
- Several additional valves and piping of the RAS to the Headworks have been recommended by the operations group to improve the removal of rags and debris that are causing plugging of pipes and equipment. The cost for this modification is included in the proposed Change Order No. 6.
- Oxidation Ditch No. 1 and No. 2 have been commissioned, started, and are treating the plant influent flow.
  - Concrete repairs on the two existing oxidation ditches have been completed. The existing groundwater pressure relief valves have been found to be defective and need to be replaced. The cost for replacing the relief valves is included in Change Order No. 6.
  - The manufacturer's service technicians conducted startup of Oxidation Ditch No. 1 on 7/17/2023. Startup of Oxidation Ditch No. 2 has been delayed due to variable frequency drive (VFD) issues. The Contractor is implementing corrective actions to remedy this. Startup is expected to be completed in the next 2-3 weeks. Oxidation Ditch No. 2 VFD drive has been repaired in areas where leakage has been observed.
  - Oxidation Ditch No. 3, the new ditch, has been taken out-of-service to conduct standard concrete repairs in area where leakage has been observed.
- The new Headworks, Oxidation Ditch No. 3, and two 72-foot Clarifiers have been in continuous operation since the beginning of the year and have satisfactorily met all effluent permit limits.
- Contractor has assisted operations staff with dewatering of solids in the plant.
  - Due to a failure of a water pipe joint, control panel RTU-D3 was exposed to water. It has been classified as defective work and will be replaced. The defective work notice was issued to Contractor on 4/17/2023. Repair to the damaged control panel was completed by the equipment manufacturer. Testing has been completed on RTU-D3 and has been functioning without any downtime. The Dewatering Building is operating satisfactorily, however there are still issues with the screw press polymer system flow check valve, polymer injection rings and the thickened sludge chute level sensor. JTL is working with the equipment supplier and the Town to optimize this process.
- The Utility staff have moved back into the operations building.
- Council Tour was conducted on 3/9/2023.
- All major yard piping has been completed.
- Contractor has requested retainage reduction, substantial completion, and initiation of warranty period on the processes that have been placed in operation, as of 1/1/2023. This request was presented on 3/13/2023 and approved on 3/27/2023.
- Plantwide Substantial Completion was approved at the August 14th Town Council meeting.
- Second testing of RAS/WAS pump station completed on Friday, 10/13/23.
- *Meeting weekly with WWTP Operator and staff for operations and warranty updates.*
  - *BDP has installed the polymer feed pumps and the drainage pan.*
  - *Failed RAS pump is being repaired. Pump in repair shop expected to be re-installed soon.*
  - *Working with the contractor on current warranty claims and repairs.*
- *Change Order #8 was approved by Council on 2/12/2024 amending Pace Contracting final completion to the end of March. This will allow Pace time to complete the requested change orders and punch list items.*
- *Proposed final reconciliation change order draft will be presented for the final contract amount.*

## **ROAD**

### **CCMG Paving**

- Closeout documentation submission to INDOT is all that remains for 2022-2.
- Application for 2023-2 was submitted and awarded to Town.
- Working on bid documents to meet the following schedule:
  - 1st Bid Advertisement – 1/26/2024
  - 2nd Bid Advertisement – 2/2/2024
  - Pre-bid Meeting – 2/5/2024 at 2:00 pm
  - Open Bids – 2/22/2024 at 3:00 pm
  - *Award Bids – 2/26/2024 at Council Meeting*
  - *Executed Contract Due to INDOT – 3/3/2024*

### **SR 60 (State) Portion**

- Project is complete, with the exception of restoration.
  - All that remains is getting good stand of grass established in seeded areas. The Contractor will be required to return in the spring to reseed.

### **Camp Run Parkway (Town) Portion**

- MAC Construction is the Contractor. JTL providing full-time on-site inspection.
- Construction of all items is complete.
- Final punch list inspection held on 5/11/2023.
  - The Contractor has completed all punch list items. Final retainage pay application has been submitted.
- *Warranty Items:*
  - *All that remains is the replacement of dead trees under the warranty.*
  - *Status same – holding until temperatures improve.*