

Town of Lynnville
Lynnville Town Council
February 18, 2025, Agenda

CALL MEETING TO ORDER

MOMENT OF SILENCE - PLEDGE OF ALLEGEANCE

ROLL CALL

APPROVAL OF MINUTES: February 4, 2025, and February 12, 2025

APPROVAL OF CURRENT BILLS: February 5, 2025 – February 18, 2025

FUND REPORT – January 2025:

Revenue	\$9,794.89
Expenditures	\$13,995.21
Current Balance	\$192,998.56

NEW BUSINESS

1. Auction Request from WNIN – Past: Camping voucher, kayak voucher, 2 Annual Passes
2. Usage and charges for Community Center – Tabled from 02/12/2025 meeting
3. Community Center Charges and Rate Reductions - Tabled from 02/12/2025 meeting
4. Town Hall Server Upgrade - **\$7,500.00**
5. Wi-Fi Connections Costs for Lynnville Park – **\$30,280.00 w/ \$520 annually** Tabled from 02/12/2025 meeting
6. Cameras Costs for Lynnville Park - **\$37,135.00 w/ \$520 annually** Tabled from 02/12/2025 meeting
7. Rock for East Primitive Road (High-Low Rd) - **\$24,548.60** - Tabled from 02/12/2025 meeting
8. Holiday Hanging Ornaments for Street Lights - **\$7,501.00 (Shipping?)** - Tabled from 02/12/2025 meeting
9. Planters, flowers, etc. for Street Lights - Tabled from 02/12/2025 meeting
10. Lynnville Park Signage around Lake and Fountain
11. Engagement Letter for Asset Management Plan - **\$11,000.00**
12. Engagement Letter for Rate Study for Water and Wastewater - **\$6,000.00**
13. Bat-wing attachment for tractor
14. SCADA Computer Estimate - **\$26,983.00**
15. Update on Car Wash
16. Town Hall Server Upgrade
17. Water Department Server Upgrade
18. Discussion on Comprehensive Financial Plan – Tabled from 2/4/2025 meeting
19. Discussion on Lynnville Town Priority List – Tabled from 2/4/2025 meeting
 - a. New Requests for items to be purchased this year
 - b. Updates on priorities to be considered
20. Discussion on Reimbursement Policy – Tabled for Legal Review
21. Discussion on Social Media Policy – Tabled for Legal Review

Katie Hofmann, Park Superintendent

Brian Cook, Town Manager

Work Report Submitted

PO Report Submitted

Work Order Report Submitted

Mike Mitchell, Town Marshal

Michael May, Fire Department

J. William Bruner, Attorney
Lauri Stockus, Clerk-Treasurer

Upcoming:

Training Schedule:

- | | |
|--|----------------|
| 1. WWETT Show – Town Manager | February 17-20 |
| 2. Enhancing Municipal Payments - Council | February 25 |
| 3. Local Agency Transportation Workforce - Council | March 13 |
| 4. Cyber Fraud - Council | March 27 |
| 5. Alliance Spring Conference - Town Manager | March 11-13 |
| 6. ILMCT Institute & Academy – Clerk-Treasurer | March 16-21 |

Doris Horn, Town Council Member/ Park Authority
Rachel Titzer, Town Council Member/ Park Authority
David Goldenberg, Town Council President /Park Authority

****ADDRESS THE FLOOR****

NEXT MEETING: March 4, 2025, 6:00pm Town Hall

TIME OF ADJOURNMENT

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

Persons with disabilities or non-English speaking persons who wish to attend a public meeting or hearing and need assistance should contact Lauri Stockus or Brooklin Robbins, at Town Hall, 207 Main St., Lynnville, IN 47619 or 812-922-5111 not later than one (1) week prior to any meeting or hearing. Every effort will be made to provide reasonable accommodation for any such person(s).

Lynnville Town Council

February 18, 2025, Meeting Roll Call

Brian Cook, Town Manager	Present ___ Absent <u>X</u>
Katie Hofmann	Present ___ Absent <u>X</u>
Mike Mitchell, Town Marshal	Present ___ Absent <u>X</u>
Michael May, Fire Department	Present <u>X</u> Absent ___
J. William Bruner, Attorney	Present ___ Absent <u>X</u>
Lauri Stockus, Clerk-Treasurer	Present <u>X</u> Absent ___
Rachel Titzer, Town Council Member/Park Authority	Present <u>X</u> Absent ___
Doris Horn, Town Council Member/Park Authority	Present <u>X</u> Absent ___
David Goldenberg, Town Council President/Park Authority	Present <u>X</u> Absent ___

Time Meeting Called to Order 6:04pm

Time Meeting Adjournment 7:48

February 18, 2025

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**Town of Lynnville
Lynnville Town Council
February 18, 2025**

Present: Michael May, Lauri Stockus, Doris Horn, Rachel Titzer David Goldenberg

Absent: Brian Cook, Katie Hofmann, Mike Mitchell, J. William Bruner

Call Meeting to Order at 6:04pm

Moment of Silence

Pledge of Allegiance

Roll Call

Approval of Minutes

Doris makes a motion to approve February 4, 2025, minutes as presented. David seconds the motion. Rachel abstains (not present at this meeting). Doris in favor. David in favor. Motion carries.

Rachel makes a motion to approve February 12, 2025, minutes as presented. Doris seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries.

Approval of Current Bills

Doris makes a motion to approve the current bills of February 5, 2025 – February 18, 2025, as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Fund Report: January 2025

Revenue	\$9,794.89
Expenditures	\$13,995.21
Month End Balance	\$192,998.56

New Business:

Auction Request from WNIN – Past: Camping voucher, kayak voucher, 2 Annual Passes

After discussion it was decided to donate gift certificates as follows:

1. (1) 3-day full hook-up camping
2. (2) 4-hour kayak rental
3. (2) Annual passes

Doris makes a motion to approve donations as presented above. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Usage and Charges for Community Center – Tabled 02/12/2025 Meeting

Tabled

Community Center Charges and Rate Reduction – Tabled from 02/12/2025 meeting

Tabled

Town Hall Server Upgrade - \$7,500.00

Doris makes a motion to approve the Town Hall computer server upgrade as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Wi-Fi Connections Costs for Lynnville Park – \$30,280.00 w/ \$520 annually Tabled from 02/12/2025 meeting

Estimate received from Allen Engler is \$30,280.00 and \$520 annually. This is to have wi-fi throughout the entire park. David is going to get a scaled back estimate from Recreation Building to Park office and possibly the boat ramp. Also, investigate other options that will meet the park's needs to be present to the entire council at a future meeting.

Cameras Costs for Lynnville Park - \$37,135.00 w/ \$520 annually Tabled from 02/12/2025 meeting

Estimate received from Allen Engler is \$37,135.00 and \$520 annually. This is to have cameras throughout the entire park and have remote access to the feed. There was much discussion about the cost, excessive amount of cameras and the remote access issues. David would like to talk to the Marshal before discussing remote access. This is an added expense that may not be needed or a good choice. David proposes using the current system, upgrading cameras and positioning them in more optimal directions. After some more discussion the 2 things that are most important are the camera picture is good enough to see license plates and having a camera at the boat dock if possible. David will investigate options that fit the park's needs to be presented to the entire council at another meeting.

Rock for East Primitive Road (High-Low Rd) - \$24,548.60 - Tabled from 02/12/2025 meeting

There were alternative options suggested at a previous meeting by a resident. The meeting to discuss alternatives was cancelled by the resident. After discussion of the alternative (chip and seal) it was decided this would not be a good fit for the needs of the area. Rachel makes a motion to approve the estimate as presented with the stipulation drainage is included in the estimate. Doris seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

There was discussion on whether it was possible to classify the roads inside the camping park as public roads so they can be eligible for grant funds. Chris is going to investigate if this is possible.

Holiday Hanging Ornaments for Street Lights - \$8,701.00 (Shipping?) - Tabled from 02/12/2025 meeting

Decorations include garland and hardware for the light poles down Main St. Shipping will be approximately \$1,500.00. Doris makes a motion to approve holiday decoration for the light poles along Main St plus shipping as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Planters, flowers, etc. for Street Lights - Tabled from 02/12/2025 meeting

Tabled

Lynnville Park Signage around Lake and Fountain

Various information and warning signs need to be placed around the park. Examples would be "Narrow Road", "No Littering" and "Kayak parking". After discussion it is decided Katie and Brian will decide the signs needed and placement of the signs.

Engagement Letter for Asset Management Plan - \$11,000.00

Rachel makes a motion to approve the Asset Management Plan to be completed for \$11,000.00 as presented. Doris seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Engagement Letter for Rate Study for Water and Wastewater - \$6,000.00

Rachel makes a motion to approve the Rate Study for water and wastewater as presented. Doris seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries. Rachel would like to add the SCADA to the rate study and to get insurance for employees.

Bat-wing attachment for tractor

Tabled for more information.

SCADA Computer Estimate - \$26,983.00

Rachel makes a motion to approve the purchase of the SCADA computer as presented. Doris seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Update on Car Wash

Continuing to work with Aaron from Commonwealth, property owner and Brian to resolve.

Water Department Server Upgrade

Doris makes a motion to approve the water department computer server upgrade as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Discussion on Comprehensive Financial Plan – Tabled from 2/4/2025 meeting

Aaron from Commonwealth would like an opportunity to put an entry in to do a Comprehensive Financial Plan for the Town of Lynnville along with the other companies already working on estimates.

Discussion on Lynnville Town Priority List – Tabled from 2/4/2025 meeting

Doris has given David a list. David asked if anyone would like anything added to the list, to have it to him by the next meeting. He should have a full list with everything added by the next meeting.

New Requests for items to be purchased this year

Updates on priorities to be considered

Discussion on Reimbursement Policy – Tabled for Legal Review

Doris makes a motion to approve after legal reads and approves. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries

Discussion on Social Media Policy – Tabled for Legal Review

Given to legal to review.

Brian Cook, Town Manager

Work Report Submitted

P.O. Report Submitted

Work Order Report Submitted

Not Present

Katie Hofmann, Park Superintendent

Not Present

Mike Mitchell, Town Marshal

Not Present

Michael May, Fire Department

The Fire Department was involved in a wreck while on the run. Insurance is in the process of taking care of the accident. Very minimum damage according to the police on scene and the insurance agent the FD was not at fault for the accident.

FD will be holding a benefit to raise money for a family who has lost their mother in childbirth at the Community Center. The FD would like to know when they are allowed to use the Community Center for free and when they would need to pay. Council members agreed if the FD is using it for personal use, they would not need to pay but if they are using it for a fundraiser or benefit or family event they would need to pay. The days they will be using it for themselves (holiday dinners, open house, dinner after the parade, etc.), need to be on the calendar and inform Kaila. Kaila oversees all Community Center events going forward.

J. William Bruner, Town Attorney

Not Present

Doris makes a motion to accept Mr. Bruner's resignation letter and Legal Services Agreement as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries.

Doris makes a motion to accept Chris Wischer Legal Service Agreement as the Town of Lynnville attorney as presented. Rachel seconds the motion. Rachel in favor. Doris in favor. David in favor. Motion carries.

Doris is asked to get a plaque to thank Mr. Bruner for 40+ years of service to the Town of Lynnville.

Lauri Stockus, Clerk-Treasurer

Asks to present the FD with some gift certificates from the park for the auction they are having at the benefit mentioned above. The council has agreed to give 2 annual passes to the FD for their benefit.

Upcoming:

Training Schedule:

- | | |
|---|----------------|
| 1. WWETT Show – Town Manager | February 17-20 |
| 2. Enhancing Municipal Payments - Council | February 25 |
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| 5. Alliance Spring Conference - Town Manager | March 11-13 |
| 6. ILMCT Institute & Academy – Clerk-Treasurer | March 16-21 |

Rachel Titzer, Council Member

A plaque is to be put on light pole Commonwealth sponsored with their \$10,000 donation. Rachel will look at how to word the sponsorship plaque and Doris will order the plaque at the same time she orders Mr. Bruner's.

Savannah McGee, a resident of Lynnville who is also an event planner has offered to help with planning the Farmer's Market. Waiting to hear from the Health Department and the insurance agent to start planning and working on getting it up and running.

Doris Horn, Council Member

October 21st-23rd is AIM Idea Summit in French Lick which falls on the day of the Town Council Meeting. They need to decide if the meeting will be moved or cancelled.

David Goldenberg, Council President

Nothing to add

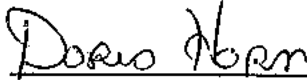
Next Meeting: March 4, 2025, 6:00pm at Town Hall

Doris makes a motion to adjourn the meeting Rachel seconds the motion. Rachel in favor. Doris in favor David in favor. The meeting is adjourned at 7:48pm.

Lynnville Town Council:



Rachel Titzer, Council Member

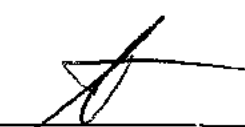


Doris Horn, Council Member



David Goldenberg, Council President

Attest: _____



Lauri Stockus, Clerk-Treasurer

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ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - February 18, 2025 Town Council Meeting

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General Form No. 364 (1997) APVREGISTER_SUM.FRX

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
02/11/2025	201	A.E. BOYCE COMPANY, INC	PROFESSIONAL SERVICES	255.88	255.68	5073	Monthly Utility Billing service
01/31/2025	187	AMBETTER FROM MHS	PAYROLL-EMPLOYEE	747.47	747.47	23610	Brian monthly insurance payment
01/31/2025	187	AMBETTER FROM MHS	PAYROLL-EMPLOYEE	16.94	16.94	23611	Brian monthl insurance payment
02/18/2025	275	BILL TAYLOR	0-PUBLIC IMPROVEMENT	4040.00	4040.00	7464	Community Center Bathroom updates
02/18/2025	272	BNG HEATING & COOLING INC	0-PUBLIC IMPROVEMENT	13459.00	13459.00	7463	Mini Splitg HVAC
02/18/2025	213	COMMONWEALTH	0-PUBLIC IMPROVEMENT	686.89	686.89	7465	Main St Project
02/18/2025	66	CORE & MAIN LP	MATERIALS AND	3296.96	3296.96	5078	20' float switch, control duty, nor open,
02/05/2025	31	DUKE ENERGY	5 -ELECTRIC/NATURAL	221.84	221.84	23577	Monthly service
02/05/2025	31	DUKE ENERGY	9 -ELECTRIC	1488.78	1488.78	23579	Monthly service
02/05/2025	31	DUKE ENERGY	PURCHASED POWER	431.63	431.63	23580	Monthly service
02/18/2025	239	ENVIRONMENTAL RESOURCE	MATERIALS AND	1752.97	1752.97	5077	Hardness
02/11/2025	99999	ERIC MEIRING	9 -DEPOSIT REFUND	100.00	100.00	2383	Rec Building deposit refund
02/18/2025	22	HOPF EQUIPMENT, INC	9 -EQUIPMENT REPAIR /	8533.62	8533.62	2381	Kubota Repair
02/10/2025	904	INDIANA DEPT OF	PAYROLL STATE/LOCAL	461.78	461.78	23597	W/H
02/10/2025	59	INTERNAL REVENUE SERVICE	PAYROLL FEDERAL 941	3298.20	3298.20	23596	W/H
02/18/2025	56	JOE BEARD AND SONS CORP	PROFESSIONAL SERVICES	2045.00	2045.00	5076	Jetting lines on Spurgeon Rd
02/11/2025	249	KARLA KOLLEY	0 -CLEANING REPAIRS /	100.00	100.00	7461	Monthly service
01/31/2025	1207	LNB COMMUNITY BANK	5 -REPAIRS AND	10.00	10.00	23609	Monthly Service Fee
02/06/2025	99999	LOGAN BEAVEN	PUBLIC / TRAINING /	500.00	500.00	2152	Reimbursement for 50% EMT Course
02/11/2025	243	MENARD INC	9 -BUILDING REPAIR /	69.81	69.81	2380	Rec Bldy Repair - 6' u-post
02/18/2025	243	MENARD INC	9 -OPERATING SUPPLIES	713.31	713.31	2384	Water
02/18/2025	243	MENARD INC	0 -LRS-STREET REPAIR	439.53	439.53	7462	Ice melt (49)
01/07/2025	81	PAYROC LLC	9 -OPERATING SUPPLIES	231.75	231.75	23608	Monthly service
02/10/2025	1602	PAYROLL	0 -COUNCIL MEMBERS	4722.55	4722.55	23591	Gen Council
02/10/2025	1602	PAYROLL	SALARIES/WAGES	9173.32	9173.32	23592	WTP Wages
02/10/2025	1602	PAYROLL	PAYROLL FEDERAL 941	12936.93	12936.93	23593	Net DD Entry
02/10/2025	1602	PAYROLL	5 -REPAIRS AND	166.94	166.94	23594	Community Center-Repairs/Maint
02/10/2025	1602	PAYROLL	9 -GROUNDSKEEPER	3073.71	3073.71	23595	Park Groundskeeper
02/18/2025	276	PUMP LOGIC LLC	PROFESSIONAL SERVICES	1081.43	1081.43	5074	Main Lift Station Repair
02/18/2025	241	SAM'S CLUB MC/SYNCB	5 -REPAIRS AND	6.27	6.27	23581	Microsoft
02/18/2025	241	SAM'S CLUB MC/SYNCB	ELECTRIC	505.05	505.05	23582	Duke Energy
02/18/2025	241	SAM'S CLUB MC/SYNCB	0 -ELECTRIC	2160.69	2160.69	23583	Duke Energy
02/18/2025	241	SAM'S CLUB MC/SYNCB	9 -OFFICE SUPPLIES	184.90	184.90	23584	Microsoft
02/18/2025	241	SAM'S CLUB MC/SYNCB	MATERIALS AND	163.73	163.73	23585	Alliance training course
02/18/2025	116	SIEGEL'S CORPORATION	0 -TOWN MARSHAL -	1302.97	1302.97	7460	Uniforms - Clint Denton
02/18/2025	215	SWAT PEST MANAGEMENT	BUILDING / GROUND	250.00	250.00	2153	Pest Control Service
02/18/2025	214	TAMELIA L BORUFF	MATERIALS AND	420.00	420.00	5072	Uniform Hoodies
02/18/2025	36	TRI-STATE FIRE PROTECTION,	9 -BUILDING REPAIR /	335.00	335.00	2382	Fire extinguishers inspections
02/18/2025	36	TRI-STATE FIRE PROTECTION,	5 -REPAIRS AND	15.00	15.00	2500	Fire extinguisher inspections
02/18/2025	36	TRI-STATE FIRE PROTECTION,	MATERIALS AND	155.00	155.00	5075	Fire extinguisher replacements

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
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Installed by the TOWN OF LYNNVILLE-2018

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
02/18/2025	38	TRI-STATE FIRE PROTECTION,	0-BUILDING REPAIR /	15.00	15.00	7459	Fire extinguishers inspections
02/12/2025	200	WEX BANK	FUEL FOR TRUCKS	318.01	318.01	23612	Monthly service
02/12/2025	200	WEX BANK	0-TOWN MARSHAL -	208.40	208.40	23613	Monthly service
02/12/2025	200	WEX BANK	9-EQUIPMENT REPAIR /	70.84	70.84	23614	Monthly service
02/12/2025	200	WEX BANK	TRANSPORTATION	608.62	608.62	23615	Monthly service
		Checks: 2152- 23615		80775.52	80775.52		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6

2/18/2025

[Signature]
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF LYNNVILLE

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 80775.52

Dated this 18th day of February 2025

[Signature]
Rachel Titzer

[Signature]
Doris Horn

[Signature]
David Goldeberg

Signatures of Governing Board

Hours Report Summary

For payfile ending 02/07/2025 12:00:00 AM
All Records

Paytype : Normal

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Council	1101001111.000	0.00000		0.00000	0.00000	\$271.29
Gen Town Hall	1101001111.240	0.00000		4.94550	0.00000	\$113.74
Gen Clerk Treasurer	1101001112.000	0.00000		0.00000	0.00000	\$566.43
Gen Groundskeeping	1101001114.000	0.00000		55.44050	0.00000	\$909.82
MVH Wages	2201001112.000	0.00000		46.11450	0.00000	\$1102.96
Park Groundskeeper	2204001111.000	0.00000		34.50000	0.00000	\$494.39
Park Clerk Treasurer	2204001112.000	0.00000		0.00000	0.00000	\$89.40
Park Employees	2204001113.000	0.00000		40.25000	0.00000	\$443.50
Park Extra Help	2204001114.000	0.00000		2.74750	0.00000	\$63.19
Park Board Members	2204001115.000	0.00000		0.00000	0.00000	\$229.56
Park Superintendent	2204001116.000	0.00000		0.00000	100.75000	\$1538.46
Community Center-Repairs/Maint	2226000361.000	0.00000		8.11600	0.00000	\$155.14
Town Marshal	2240200111.400	0.00000		26.75000	0.00000	\$749.00
Community Center Coordinator	4437001371.000	0.00000		0.00000	0.00000	\$461.53
Town Manager	4437020111.400	0.00000		4.00000	0.00000	\$170.48
WTP Wages	6101001112.000	0.00000		73.95300	0.00000	\$2871.08
WWTP Wages	6201001112.000	0.00000		101.95300	0.00000	\$4064.44
Subtotals for Paytype : Normal		0.00000		398.77000	100.75000	\$14294.41

Paytype : Overtime

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
MVH Wages	2201001112.000	0.00000		0.00900	0.00000	\$0.32
Community Center-Repairs/Maint	2226000361.000	0.00000		0.00100	0.00000	\$0.04
WTP Wages	6101001112.000	0.00000		0.00500	0.00000	\$0.18
WWTP Wages	6201001112.000	0.00000		21.00500	0.00000	\$1342.71
Subtotals for Paytype : Overtime		0.00000		21.02000	0.00000	\$1343.25

Hours Report Summary

For payfile ending 02/07/2025 12:00:00 AM

All Records

Paytype : PTO		Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Distribution Name							
Gen Groundskeeping		1101001114.000	0.40000		0.00000	0.00000	\$15.17
MVH Wages		2201001112.000	0.40000		0.00000	0.00000	\$15.18
Town Manager		4437020111.400	0.40000		0.00000	0.00000	\$15.18
WTP Wages		6101001112.000	2.00000		0.00000	0.00000	\$75.88
WWTP Wages		6201001112.000	4.80000		0.00000	0.00000	\$182.11
Subtotals for Paytype : PTO			8.00000		0.00000	0.00000	\$303.52

Paytype : Park		Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Distribution Name							
Gen Council		1101001111.000	0.00000		0.00000	0.00000	\$0.00
Park Board Members		2204001115.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Park			0.00000		0.00000	0.00000	\$0.00

Total Records Printed :		Units Taken	Hours Worked	Salary Hours	Amount
	16	8.00000	419.79000	100.75000	\$15941.18

Payfile Distribution Journal

For payfile ending 02/07/2025 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: Groundskeeping				
Gen Groundskeeping	1101001114.000	\$924.99	Federal Withholding	\$649.78
MVH Wages	2201001112.000	\$1118.46	FICA Withholding	\$494.71
Community Center-Rep	2226000361.000	\$155.18	Medicare Withholding	\$115.70
Town Manager	4437020111.400	\$185.66	State Withholding	\$239.38
WTP Wages	6101001112.000	\$1566.29	Local Withholding	\$39.89
WWTP Wages	6201001112.000	\$4208.41	Ambetter from MHS- P	\$132.12
			DD - Centurion Feder	\$335.73
			DD - German American	\$3843.63
			DD - Heritage Federa	\$296.68
			DD - IN Members Cred	\$1444.75
			DD - Old National	\$518.93
			Delta Dental	\$7.82
			Globe Life	\$25.56
			VSP Vision Care	\$14.31
Groundskeeping Wages Total		\$8158.99	Deductions Total	\$8158.99
			Net Pay	\$0.00
Location: Park				
Park Groundskeeper	2204001111.000	\$494.39	Federal Withholding	\$38.46
Park Employees	2204001113.000	\$443.50	FICA Withholding	\$151.31
Park Superintendent	2204001116.000	\$1538.46	Medicare Withholding	\$35.39
			State Withholding	\$73.22
			Local Withholding	\$12.20
			DD - Diamond Valley	\$1328.47
			DD - Fifth Third Ban	\$89.05
			DD - LNB Community	\$712.49
			Globe Life	\$35.76
Park Wages Total		\$2476.35	Deductions Total	\$2476.35
			Net Pay	\$0.00
Location: Town Hall				
Gen Council	1101001111.000	\$271.29	Federal Withholding	\$219.28
Gen Town Hall	1101001111.240	\$113.74	FICA Withholding	\$322.76
Gen Clerk Treasurer	1101001112.000	\$566.43	Medicare Withholding	\$75.47
Park Clerk Treasurer	2204001112.000	\$89.40	State Withholding	\$156.17
Park Extra Help	2204001114.000	\$63.19	Local Withholding	\$34.89
Park Board Members	2204001115.000	\$229.56	AFLAC- Post Tax	\$29.95
Town Marshal	2240200111.400	\$749.00	AFLAC- PreTax	\$26.16
Community Center Coo	4437001371.000	\$461.53	DD - Bancorp	\$1040.81
WTP Wages	6101001112.000	\$1380.85	DD - Fifth Third Ban	\$309.05
WWTP Wages	6201001112.000	\$1380.85	DD - LNB Community	\$1725.93
			DD - Liberty Federal	\$665.93

Payfile Distribution Journal

For payfile ending 02/07/2025 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
			DD - USAA Federal Sa	\$625.48
			Globe Life	\$73.96
	Town Hall Wages Total	\$5305.84	Deductions Total	\$5305.84
			Net Pay	\$0.00

Location: GRAND TOTAL

Gen Council	1101001111.000	\$271.29	Federal Withholding	\$907.52
Gen Town Hall	1101001111.240	\$113.74	FICA Withholding	\$968.78
Gen Clerk Treasurer	1101001112.000	\$566.43	Medicare Withholding	\$226.56
Gen Groundskeeping	1101001114.000	\$924.99	State Withholding	\$468.77
MVH Wages	2201001112.000	\$1118.46	Local Withholding	\$86.98
Park Groundskeeper	2204001111.000	\$494.39	AFLAC- Post Tax	\$29.95
Park Clerk Treasurer	2204001112.000	\$89.40	AFLAC- PreTax	\$26.16
Park Employees	2204001113.000	\$443.50	Ambetter from MHS- P	\$132.12
Park Extra Help	2204001114.000	\$63.19	DD - Bancorp	\$1040.81
Park Board Members	2204001115.000	\$229.56	DD - Centurion Feder	\$335.73
Park Superintendent	2204001116.000	\$1538.46	DD - Diamond Valley	\$1328.47
Community Center-Rep	2226000361.000	\$155.18	DD - Fifth Third Ban	\$398.10
Town Marshal	2240200111.400	\$749.00	DD - German American	\$3843.63
Community Center Coo	4437001371.000	\$461.53	DD - Heritage Federa	\$296.68
Town Manager	4437020111.400	\$185.66	DD - IN Members Cred	\$1444.75
WTP Wages	6101001112.000	\$2947.14	DD - LNB Community	\$2438.42
WWTP Wages	6201001112.000	\$5589.26	DD - Liberty Federal	\$665.93
			DD - Old National	\$518.93
			DD - USAA Federal Sa	\$625.48
			Delta Dental	\$7.82
			Globe Life	\$135.28
			VSP Vision Care	\$14.31
	GRAND TOTAL Wages Total	\$15941.18	Deductions Total	\$15941.18
			Net Pay	\$0.00

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

Selected Funds

From 01/01/2025 Thru 01/31/2025

Grouped By Bank Number

Ordered By Bank Number, Fund Number

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
**Bank Number 9							
2204 LYNNVILLE PARK	197198.88	9794.89	13995.21	197198.88	9794.89	13995.21	192998.56
SubTotal Bank Number 9	197198.88	9794.89	13995.21	197198.88	9794.89	13995.21	192998.56
*** GRAND TOTAL ***	197198.88	9794.89	13995.21	197198.88	9794.89	13995.21	192998.56

WNIN online AUCTION

MARCH 25 - APRIL 5



Dear Regional Community Partner:

Tax Payer ID: 35-1307165

WNIN is the PBS station that covers southwestern Indiana, southeastern Illinois and northwestern Kentucky. The station reaches thousands of Tri-State area residents with television programming that promotes education, community betterment and togetherness.

As a nonprofit, we rely on the public's generosity for support to help raise funds. We host the WNIN Online Auction. All items will be available through an ONLINE AUCTION starting March 25 - April 5 at 10 pm. We are thrilled to be able to hold our WNIN Online Auction again this year to showcase how our community businesses support public media!

WNIN is seeking items from businesses to auction off to viewers during the Spring Online Auction, happening on March 25 - April 5, 2025. If you choose to donate an item to the auction, you will receive:

- Exposure to over 250,000 households
- Access to a captive audience
- Increased household name recognition
- Alignment with a reputable organization

DONOR LEVELS & BENEFITS

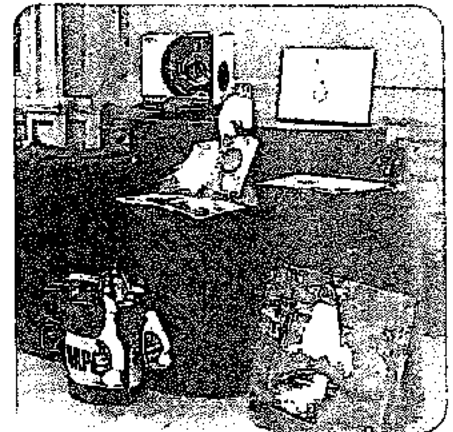
UP TO \$750 RETAIL VALUE

- Item listed on Auction website for entirety of event

See form on reverse side with instructions on how to give should you be ready to make your gift. Remember, your donation is 100% tax deductible.

\$750+ RETAIL VALUE

- Item listed on Auction website for entirety of event
- 30 second spot created for item and business to air on WNIN
- Spot to air on WNIN and posted on WNIN social media



We are so grateful for your consideration and hope you will explore this special opportunity to partner with a household name – PBS.

Thank you,
Karen Robinson
Director of Events/Theater
krobinson@wnin.org

Lauren Doolin
ldoolin@wnin.org
(812) 423-2973 x261



Two Main St., Evansville, IN 47708
812-423-2973 Fax: (812) 428-7548 www.wnin.org



**2025 WNIN ONLINE AUCTION
DONATION FORM
MARCH 25 - APRIL 5, 2025**



DONOR INFORMATION: _____

Business: _____ Contact Name: _____

Address: _____ City _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Website: _____ Social Media: @ _____

DONATION: _____

Please note: The purchaser must not be required to pay anything in order to redeem certificate, i.e., "Buy One, Get One Free" or price reduction certificates not accepted. All donations are subject to acceptance by the Auction Committee.

Items Donated: _____

Value \$: _____ Quantity: _____ = Total Value \$: _____

Detailed Description (this is your on-air promotion, include any restrictions):

- Gift Card/Certificate** (check one):
- Donor will provide Gift Card/Certificate by mailing in
(NOTE: Please make expiration date one year from time of auction, example: 5/16/26, when possible)
 - Merchandise (Expiration Date: _____)

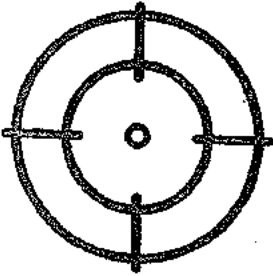
- Delivery Method For Merchandise:**
- PICK UP DROP OFF MAIL

Donors Signature: _____ **Date:** _____

(includes permission for logo and image use)

(All donated merchandise must be new and undamaged. Art antiques, and collectibles should be in marketable condition. WNIN reserves the right to authenticate the value of donations and to approve all scripts for on-air presentation. It is understood that all donations become the property of WNIN and the sale of those items is at the discretion of WNIN. Receipt will be supplied by the Auction office at the end of September 2025. WNIN produced certificates expire one year after purchase unless stated otherwise.)

- DONOR LEVELS & BENEFITS:** _____
- | | |
|---|--|
| <p>Up to \$799 Retail Value</p> <ul style="list-style-type: none"> • Item listed on Auction website for entirety of event | <p>\$750+ Retail Value</p> <ul style="list-style-type: none"> • Item listed on Auction website for entirety of event • 30 second spot created for item and business to air on WNIN • Spot to air on WNIN and posted on WNIN social media |
|---|--|



GAIN EXPOSURE & HELP US HIT OUR TARGET!
DEADLINE: MARCH 21, 2025 PLEASE EMAIL, FAX, OR MAIL THIS FORM TO:

FOR MORE INFORMATION CONTACT:
KAREN ROBINSON - Director of Events/Theater
(812) 423-2973 x136; krobinson@wnin.org

LAUREN DOOLIN
ldoolin@wnin.org
(812) 423-2973 x261



Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

WNIN Spring Auction Attn: Lauri Stocky

1 message

Gail Moran <gmoran@wnin.org>

Thu, Feb 6, 2025 at 2:58 PM

To: "townoflynnville@gmail.com" <townoflynnville@gmail.com>

Thank you for taking my call today about our spring auction!
Attached is the donation form and information about the auction.
Please let us know if you will be able to donate park passes and a weekend camping pass again this year.
Thank you for your continued support of public radio and television.
Gail Moran 812-423-2973

 **Auction Request.pdf**
272K

Projects Funding
February 2025

Public Improvement Fund

		Paid	
CCMG	\$100,000.00		
Tecumseh Sign	\$2,639.90		
Town Hall Updates	\$20,183.14		
Town Hall Server Updates	\$7,500.00		
Annex Heating & A/C	\$11,789.00	APV #23620	
Annex Roof - Reimburse	\$16,409.00		
Annex Painting - Reimburse	\$8,300.00		
20 Streetlights	\$		
Holiday Decorations	\$7,501.00 (shipping ?)		
Thermostats	\$1,670.00	APV #23620	
Community Center Bathrooms	\$8,080.00	APV #23504 APV #23621	
Community Center Flooring	\$3,		
Community Center -chairs	\$1,799.70		
Community Center -tables	\$1,749.72	APV #23583	
Community Center -chair racks	\$		
Wi-Fi for Park	\$30,280.00		
Cameras for Park	\$37,135.00		
Repairs for E Primitive Road	\$24,548.60		
Benches/Tables for TH Plaza			
Planters/Flowers for Streetlights			
"Bat Wing" tractor attachment			
	\$282,583.06		

Lynnville Park

Kubota Repair	\$8,533.62	APV #23587	
Rec Building Repairs	\$519.41	APV #23466	
Rec Building Repairs	\$142.30	APV #23485	
Rec Building Repairs	\$61.26	APV #23489	
Rec Building Repairs	\$79.73	APV #23529	
Rec Building Repairs	\$545.18	APV #23538	
Rec Building Repairs	\$75.81	APV #23569	
Rec Building Repairs	\$69.81	APV #23605	
Rec Building Repairs	\$680.81	APV #23619	
	\$10,707.92		

Projects Funding

Utilities

SCADA	\$26,983.00		
Utility Asset Management Plan	\$11,000.00		
Utility Rate Study	\$6,000.00		
	\$43,983.00		

Lauri Stockus

From: David Goldenberg
Sent: Friday, February 7, 2025 4:47 PM
To: Lauri Stockus; Rachel Titzer; Doris Horn; Chris Wischer; Aaron Rohner, PE (IN, KY); Kaila Byers; Brian Cook
Subject: Re: Council meeting

Add to agenda

Rock bike trail quote \$24,548.60

Town Hall server upgrade approximately \$7,500

AARP GRANT

Any movement on benches/tables for town hall plaza?

Town lights - Duke is working a quote to add approximately 20 lights to town proper.

Get Outlook for iOS

From: David Goldenberg <council1@townoflynnville.com>
Sent: Friday, February 7, 2025 4:30:58 PM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Chris Wischer <chris.wischer@skofirm.com>; Aaron Rohner, PE (IN, KY) <arohner@contactcei.com>; Kaila Byers <communitycenter@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>
Subject: Council meeting

Please post notice for council meeting on Tuesday at 6pm.

Tentative agenda:

Sewer/water study and agreements

Usage and charges for community center

Ordering tables, chairs, etc. for community center

WiFi connections and costs for park

Cameras and costs for park

Update car wash

Community center charges and rate reductions

Believe it or not Christmas hanging ornaments for street lights

Planters, flowers, etc... for street lights

CCMG. Grant

Town attorney retiring and hiring of new

Any new requests for items to be purchased this year?

Updates on priorities to be considering.

Get Outlook for iOS

Lauri Stockus

From: David Goldenberg
Sent: Sunday, February 16, 2025 2:12 PM
To: Lauri Stockus
Subject: 2-18 agenda

Just sent you a document and it added a couple of items. ALSO add park signage around lake and fountain, and new sign to be mounted on back door of Town Hall (something like "Town Employees Only" if either needs to be discussed and voted on.

Lauri Stockus

From: David Goldenberg
Sent: Friday, February 14, 2025 1:03 PM
To: Lauri Stockus
Cc: Rachel Titzer; Doris Horn; David Goldenberg; Brian Cook
Subject: Bat wing - mower

Lauri - Please add to agenda. Brian do we need to purchase a wing for our mower this year? If so, what is your recommendation? Vendor? Costs? Trying to budget.



CHRISTOPHER C. WISCHER
DIRECT DIAL: (812) 452-3595
DIRECT FAX: (812) 421-4936
CHRIS.WISCHER@SKOFIRM.COM

ONE MAIN STREET
SUITE 201
EVANSVILLE, IN 47708
MAIN: (812) 425-1591
FAX: (812) 421-4936

February 18, 2025

Lynnville Town Council
David Goldenberg, President
PO Box 99
Lynnville, IN 47619

Re: Stoll Keenon Ogden PLLC ("SKO" or "the Firm") Engagement Letter governing representation of the Town of Lynnville ("the Town" or "the Client")

Dear Mr. Goldenberg:

We are pleased to present this proposal for SKO to serve as legal counsel for the Town. The purpose of this letter is to set forth the basic terms of our engagement, effective March 1, 2025. We refer to this document as our "Master Engagement Letter," including the "Stoll Keenon Ogden PLLC Standard Terms and Conditions of Representation" ("Standard Terms and Conditions"), which is attached and incorporated by reference herein. Please review this letter carefully; if it meets with the Town Council's approval, please either sign a copy of this letter on behalf of the Town and return it to me or send me an email confirming receipt of this letter and the Town's agreement to the letter's terms and to the attached Standard Terms and Conditions.

Client; Scope of Representation. Our client for this representation will be the Town. Though we may communicate with you and/or others about this representation, our only client in this representation is the Town. Likewise, the Firm will not be deemed to represent any officer, director, agent, or employee of the Town by virtue of our representation of the Town unless we separately agree to such representation. The scope of our representation will be to serve as Town Attorney for the Town for the purposes of attending regular and special meetings of the Town Council of the Town of Lynnville, as well as other meetings when requested, and for advising the Town Council, Clerk-Treasurer, and employees of the Town concerning Town related legal matters, and for other services as may be requested by the Town from time to time.

Responsible Attorneys. Christopher C. Wischer will serve as Town Attorney and will be primarily responsible for the representation of the Town with assistance from such other SKO

attorneys, paralegals, and personnel as are appropriate to handle the representation effectively and efficiently. It is our practice to respond to emails and telephone calls timely. If you need to reach me, my telephone number is (812) 452-3595 and my email address is Chris.Wischer@skofirm.com. You may also contact my legal assistant, Rachel Jones, at Rachel.Jones@skofirm.com or (812)-452-3534.

Compensation/Billing . In consideration of the services performed by SKO, Client agrees to pay for the services provided as follows:

Retainer: Client agrees to pay SKO a monthly retainer fee in the amount of \$1,100.00, to be split 50% to the civil town and 50% to the water and sewer utilities. The retainer includes attendance at all regular and special meetings of the Town Council and general consultation on items of concern to the Town that are not subject to the hourly rate.

Hourly Work: For projects and assignments not included in the monthly retainer, Client agrees to pay SKO on an hourly basis. Matters not covered by the retainer include litigation, including investigation, review, and resolution of threats of litigation and/or disputes that could lead to litigation, bond issues and other special financing, property and easement acquisition, employment matters, annexation, redistricting, regulatory and permitting matters, sewer and water rate proceedings, preparation, review, and negotiation of contracts, drafting of ordinances, enforcement of ordinances, sewer and water utility matters, and other work as directed by the Town that is considered more than general consultation and therefore not included in the retainer.

Hourly fees shall be based upon the time expended by SKO personnel, at the rate of \$250 per hour for partner level attorneys, \$225 per hour for associate level attorneys, and \$175 per hour for paralegals. For services related to bonds or other special financing, SKO's standard hourly rates shall apply but only to the extent such services are paid for with proceeds of the subject bond or financing.

Hourly work shall be billed monthly with an itemized statement which shall reflect the rate, hours, service and identity of the attorney or paralegal who rendered service on the Client's behalf, as well as the expenses advanced on the Client's behalf. The monthly retainer shall be billed monthly, together with any expenses not connected to an hourly billed matter. Invoices shall identify whether the work was performed for the civil town or the water or sewer utility. The Client agrees that the attorneys' fees incurred, and any expenses advanced on the Client's behalf, are the responsibility of the Client, regardless of the outcome of any claim prosecuted or defended, or the result of any representation requested by Client.

Town of Lynnville
February 18, 2025
Page 3

If this letter and the terms of engagement stated herein meet your approval, please either sign a copy of this letter on behalf of the Town and return it to me or send me an email confirming your receipt of this letter and the Town's agreement to the engagement terms as stated herein.

We appreciate the opportunity to serve as legal counsel for the Town of Lynnville. If you have any questions, feel free to contact me directly by phone, email, or text message. I am very much looking forward to working with you.

Sincerely,
Stoll Keenon Ogden PLLC

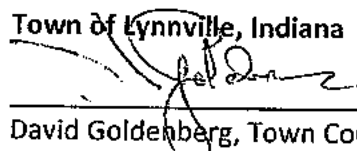


Christopher C. Wischer

CCW:RAJ

Agreed and accepted:

Town of Lynnville, Indiana



David Goldenberg, Town Council President

Date: 2/26/25

Stoll Keenon Ogden PLLC ("SKO") Standard Terms and Conditions of Representation

REPRESENTATION FEES. SKO's fees are set by agreement with the Client. There are a number of possible fee arrangements, including hourly rate billing, a flat fee, or a contingent fee agreement, and mixed or hybrid billing arrangements. Unless otherwise agreed, the fee arrangement will be an hourly rate billing. Any different arrangement must be set forth in writing and signed by all of the parties, including SKO.

For hourly rate billing, SKO's fees are based on the amount of time spent on behalf of the Client, measured in tenths of an hour. Unless otherwise agreed, the Client will be charged SKO's standard hourly rates, which currently range for 2020 from \$250 an hour for new associates to \$545 an hour for senior members. Rates for SKO's paralegals currently range from \$140 to \$235 an hour. SKO's billing rates are adjusted from time to time, usually on an annual basis in January or February, and the rates on this representation will increase accordingly, unless the Client and SKO agree otherwise.

ATTORNEY CONFERENCES AND MEETINGS. Internal conferences sometimes take place among professionals who are participating in the representation of the Client. It is SKO's belief that this practice facilitates communication, improves the quality of the work by allowing SKO to utilize specialists and a proper mix of personnel, and thus ultimately provides the Client with the best value and the most effective legal representation. If, at any time, the Client is concerned about the efficiency and the cost-effectiveness of SKO's efforts, please express those concerns promptly so that they can be addressed in a timely fashion.

COSTS AND CLIENT RESPONSIBILITIES. SKO typically incurs costs in connection with legal representations. These costs may include reasonable out of pocket expenses such as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges, travel expenses, meals, and use of other service providers, such as printers or experts. In litigation matters (if the representation involves or requires litigation), the costs will also include filing fees, deposition costs, process server fees, and witness fees. Filing fees may also be incurred in transaction representations. Fees and expenses of others (such as court reporters, investigators, consultants or experts) will be billed directly to the Client. Except for specialized word processing services, SKO normally does not charge separately for secretarial work unless there is a situation that requires overtime staff work.

SKO has a flat-rate contract with on-line legal research service provider LexisNexis. Under that contract, SKO pays a discounted amount for unlimited monthly usage of a number of LexisNexis databases within the plan. SKO also pays discounted per-search amounts for any searches on databases outside the plan. To pass along the approximated discount to its clients, SKO estimates the overall percentage discount and reduces each client's daily LexisNexis search charges by that percentage. The LexisNexis search charges appearing on the Client's invoice will reflect the application of that percentage discount. SKO reviews the estimated percentage discount annually and adjusts the percentage accordingly for the coming year.

SKO will normally send monthly statements for work performed and expenses recorded during the previous month. Payment is due promptly upon receipt of the statement. If any statement remains unpaid, SKO may suspend performing services for the Client until satisfactory arrangements have been made for payment of outstanding statements and the payment of future fees and expenses.

The fees and costs relating to SKO's representation of the Client in the Matter, as defined in the Engagement Letter, are not predictable. Accordingly, SKO has made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the Matter; however, consistent with SKO's commitment to client service, SKO will strive to handle the representation efficiently.

The Client agrees to pay SKO's statements for services and expenses as provided above. In addition, the Client

Town of Lynnville

February 18, 2025

Page 5

agrees to be candid and cooperative with SKO and will keep SKO informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of the representation or otherwise reasonably requested by SKO. Because it is important that SKO be able to contact the Client at all times in order to consult with the Client regarding this representation, the Client will inform SKO, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding the Client or the Client's business. Whenever SKO needs the Client's instructions or authorization in order to proceed with legal work on behalf of the Client, SKO will contact the Client at the latest address, telephone number, or email address SKO has received from the Client.

ADVICE ABOUT POSSIBLE OUTCOMES. At the beginning of, or during, the representation, SKO may express opinions or beliefs concerning the possible outcomes, or various courses of action, and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to SKO at the time, and should not be construed by the Client as a promise or guarantee.

TERMINATION OF REPRESENTATION. The Client may terminate SKO's representation at any time by notifying SKO. Likewise, SKO may withdraw from the representation if the Client fails to fulfill any obligation under this agreement, including the Client's obligation to pay SKO's fees and expenses; as permitted or required under the applicable Rules of Professional Conduct or other rules of court; or upon SKO's reasonable notice to the Client.

Termination of SKO's services will not affect the Client's responsibility for payment of outstanding statements and for payment of fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, the Client's papers and property will be promptly returned or forwarded as directed. (SKO reserves the right to make and retain a copy of those materials.) SKO will not provide any uncompensated-for work product, and SKO will not provide internal SKO files pertaining to the representation, to the extent permitted by the applicable Rules of Professional Conduct. Documents relating to the representation that SKO retains will be maintained consistent with SKO's Document Retention and Destruction Policy, and will be destroyed without further notice to the Client after the applicable time period has passed unless the Client and SKO agree to a specific retention schedule.

Unless previously terminated, SKO's representation of the Client will terminate upon the sending of the final statement for services rendered in connection with the Matter.

POST-ENGAGEMENT MATTERS. Presently, the Client is engaging SKO to provide legal services in connection with a specific matter. After the conclusion of any specific matter, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages SKO after conclusion of the specific matter to provide additional advice on issues arising from that matter, SKO has no continuing obligation to advise the Client with respect to future legal developments.

From time to time, SKO communicates with current and former clients about items that may be of interest. By signing the Master Engagement Letter, the Client acknowledges a desire to receive such periodic information from SKO. If the Client does not wish to receive such materials, or wishes to stop receiving such materials, SKO simply asks that the Client let SKO know and SKO will promptly comply with the Client's request. Receipt of such items shall not be considered evidence of an ongoing attorney-client relationship.

PRODUCTION BY SKO. If SKO is requested or authorized by the Client, or required by government regulation, subpoena, or other process, to produce SKO's working papers or files, or to produce SKO personnel as witnesses, with respect to SKO's representation of the Client, the Client agrees to reimburse SKO for SKO's own professional time and expenses (including fees and expenses of SKO's retained counsel) incurred in responding to such request or authorization. The Client's commitment to reimburse SKO will not apply if SKO is a party to the proceeding in which

Town of Lynnville
February 18, 2025
Page 6

the information or testimony is sought.

WAIVER OF JURY TRIAL. THE CLIENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM OF ANY NATURE, THAT IS RELATED IN ANY WAY TO SKO'S REPRESENTATION OF THE CLIENT OR RELATED IN ANY WAY TO THE MATTER FOR WHICH THE CLIENT HAS ENGAGED SKO. THE CLIENT FURTHER ACKNOWLEDGES THAT SUCH WAIVER OF A TRIAL BY JURY IS KNOWING AND VOLUNTARY, AND THAT THE WAIVER SHALL SURVIVE THE TERMINATION OF THE ATTORNEY-CLIENT RELATIONSHIP BETWEEN SKO AND THE CLIENT.

OTHER MATTERS. In addition to the specific Matter described in the Master Engagement Letter, the Client may request additional legal work to be rendered by SKO from time to time. If SKO agrees to perform such additional legal work, the representation will be governed by the terms of the Master Engagement Letter and these Standard Terms and Conditions, unless other arrangements are agreed upon in advance and confirmed in writing. Such additional work may be memorialized in a Short Form Engagement Letter that will identify the scope of such additional work. The Master Engagement Letter (and any Short Form Engagement Letter) and these Standard Terms and Conditions reflect the entire agreement between the Client and SKO relating to the services covered hereunder, and shall survive the completion or termination of the engagement.

LEGAL SERVICES AGREEMENT

This Legal Services Agreement, made and entered into this 18th day of February, 2025, by and between the Town Council of the Town of Lynnville, Indiana, hereinafter referred to as "Lynnville" and J. William Bruner, attorney at law, of Boonville, Indiana, hereinafter referred to as "the Attorney":

WITNESSETH THAT

WHEREAS, the Attorney will retire from his position as attorney for the Town of Lynnville, Indiana effective as of midnight, February 28, 2025 and thereafter hold the position of Town Attorney emeritus, and

WHEREAS, the Town wishes to utilize the services of Attorney, as Town Attorney emeritus, after his retirement,

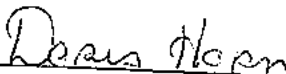
NOW THEREFORE, for and in consideration the above and foregoing and in consideration and the agreements and covenants hereinafter contained, the parties as described above, do hereby covenant and agree with each other as follows:

1. Attorney shall attend the regular meeting of the Town Council on February 18, 2025 and shall attend no meetings thereafter unless requested to do so by the Town.
2. Effective as of March 1, 2025 Attorney will continue to work on the Pemberton and Lee (tax sale) cases and will do so to conclusion. All other legal services, of whatsoever kind or nature, shall be handled by the new Town Attorney, except as may be specifically requested by the Town of the Attorney.
3. Attorney compensation shall remain as is through February 28, 2025. Legal services provided to the Town thereafter by Attorney, as Town Attorney emeritus, to include transfer of files to the new Town Attorney shall be billed at \$150.00 per hour, which is Attorney's current hourly rate. The Town will pay expenses associated with Attorney's attendance at the IMLA Seminar to be held June 26 and 27, 2025 in an amount not to exceed \$800.00, and the AIM Ideas Summit to be held at French Lick in September, 2025 in an amount not to exceed \$1,200.00. The Town will not reimburse for mileage as Attorney will deduct the same from his taxes.
4. Files shall be transferred when and where as determined by the Town and/or the new Town Attorney in consultation with Attorney.

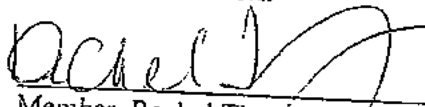
4. This Agreement shall be for a term of one year and thereafter may be extended or terminated as the parties may reasonably agree.
5. This Agreement shall not be transferred or assigned by the Attorney.
6. The parties agree that they have read and understand the terms of this Agreement, that it is for a full, fair, and mutual consideration, and that it is their voluntary agreement and shall not be varied by any other Agreement not incorporated herein by reference.
7. The terms and conditions of this Agreement shall be separate and severable in the event any of such terms may be found to be invalid, illegal or unconstitutional.
8. The terms of this Agreement shall be binding upon the Town and its successors in interest, upon the adoption of a resolution by the Town adopting this Contract.
9. That this Agreement shall become void, and of no further effect, upon the death of the Attorney
10. The terms and conditions of this Agreement shall be construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereunto affix their hands and seals.

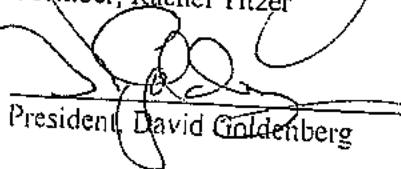
TOWN:



Member, Doris Horn




Member, Rachel Titze



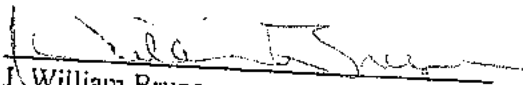
President, David Goldenberg

ATTEST:



Clerk-Treasurer, Lauri Stockus

ATTORNEY:



J. William Bruner

Projects Funding
Public Improvement Fund
February 2025
\$273,332.63

CCMG	\$100,000.00		
Tecumseh Sign	\$2,639.90		
Town Hall Updates	\$20,183.14		
Annex Heating & A/C	\$11,789.00		
Annex Roof - Reimburse	\$16,409.00		
Annex Painting - Reimburse	\$8,300.00		
20 Streetlights	\$		
Holiday Decorations	\$7,501.00 (shipping ?)		
Thermostats	\$1,668.00		
Community Center Bathrooms	\$8,080.00		
Community Center Flooring	\$3,		
Community Center -chairs/tables	\$3,549.42		
Wi-Fi for Park	\$30,280.00		
Cameras for Park	\$37,135.00		
Repairs for E Primitive Road	\$24,548.60		
Benches/Tables for TH Plaza			
Planters/Flowers for Streetlights			
	\$275,083.06		

Utilities
February 2025

SCADA	\$26,983.00		
Utility Asset Management Plan	\$11,000.00		
Utility Rate Study	\$6,000.00		
	\$43,983.00		

THERBER, BROCK & ASSOCIATES, LLP.

MUNICIPAL FINANCE CONSULTANTS

11550 North Meridian Street
Suite 275
Carmel, Indiana 46032
Tel: (317) 637-9572
Fax: (317) 686-9102
www.therberbrock.com

February 13, 2025

Lynnville Town Council
207 North Main Street
PO Box 99
Lynnville, Indiana 47619

Re: Engagement Letter for Rate Consulting Services for the Town's Water and Sewage utilities and other miscellaneous financial services.

I. Understanding of Engagement

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services provided by Therber Brock & Associates, LLP. (Therber & Brock) for the Town of Lynnville (Client). Generally, our the scope of the work in this engagement will be "Rate Consulting and/or Municipal Advisory services" with respect to the preparation of the rate study(s). This work may include but not be limited to: financial advice, procedural advice, report preparation, issue analysis, position and point development, preparation of written report, estimation of post project user fee under various alternatives, rate consulting services for rate studies, assistance for other professionals (legal, grant engineering), drafting of ordinances and public notices and other assistance as needed. The area of work will focus around rate consulting services and assistance. Other work content and product may be added by mutual agreement.

II. Scope of Services

Specifically, we will perform the following services, as needed:

1. We will prepare utility rate study(s);
2. This study(s) will review, compare and analyze 3 to 5 years of historic operating and financial information (if available) and adjust this information to calculate a pro-forma operating budget for the utility for the purposes of calculating a schedule of rates and charges (tariff);
3. This study will review both the recurring and the non-recurring rates and charges of the utility;
4. This study will detail and confirm schedules of payment on any and all outstanding debt issues of the utility (if any);
5. The study(s) will prepare a budget for short-term asset replacement for inclusion on the annual proposed operating budget for the utility;
6. The study(s) will review all test year operation and maintenance disbursements of the utility and revise and adjust this test year data to reflect to the expected operation and maintenance disbursement budget for the pro forma period;

7. The study(s) will make a finding for all statutory revenue requirements allowed by statute for support of utility rate increase(s);

8. The study(s) will present rates on an across-the board basis with the understanding that the utility is not under the jurisdiction of the Indiana Utility Regulatory Commission;

9. Our work classification will fall under the description of "Independent Consultant" and not "Employee";

10. Our work will comply with the guidelines, rules, regulations and requirements of Indiana statute and industry best practices in the preparation of our report(s), our findings and our recommendations.

III. Limitations on Scope of Services.

The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, we are not providing Municipal Advisory Service and are not responsible for financing or funding related activities or services including the preparation any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information from Municipal Advisors provided by Municipal Advisors for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue [or Product] or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(iv) The Scope of Services does not include any activities or services that could be defined as "Municipal Advisory Services" under the general definition and meaning of that term.

(v) The Town waterworks is not under Indiana Utility Regulatory Commission jurisdiction.

(vi) The rate study(s) will be prepared on an "across-the-board" rate increase basis.

Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

V. Compensation For The Engagement

We will accumulate our hours worked under this agreement and bill on an hourly basis at the rate of \$405 per hour. Hours will be accumulated at the end of the month, and a bill will may be generated and submitted for payment. Payment of all billings for financial advisory services on the rate study(s) will be due as follows: One half of the maximum fee will be billed after the preliminary rate study(s) is presented. The remaining billing will be billed after the final rate study(s) is delivered and or after the public hearing on rates is held.

The work will have the following contract maximums:

Water rate study - \$6,000

Sewer rate study - \$6,000

Written billing policy procedure- \$950 (if requested as an additional service)

VI. Term And Severability Of The Engagement

This engagement and its terms will continue during this period until the engagement letter is modified and the Client Council accepts the modified engagement letter, or until the engagement is terminated, or until the project is completed and the project funding is closed on. Either party can terminate the engagement. The Client can terminate on five (5) days notice in writing and without cause. Therber & Brock can terminate on thirty (30) days notice in writing to the Client Council at the mailing address of the Client Offices. The Client will be liable for all hours worked for their benefit through the termination period.

We look forward to a long and successful relationship with your organization and we are available to discuss the contents of this letter, or other services you may need, with your organization or its representatives at their convenience.

VIII. E-Verify.

“Pursuant to IC 22-5-1.7 *et seq*, Therber & Brock shall enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program, unless the E-Verify program no longer exists. Therber & Brock hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in IC 22-5-1.7 *et seq*.”

IX. Authority.

The undersigned represents and warrants that (s)he has the full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct the Municipal Advisor’s performance of its activities under this Agreement.

X. Signatures To This Agreement.

If the foregoing is in accordance with your understanding and your needs, please sign this letter in the spaces provided and return a signed copy of this agreement to us. Thank you.

Sincerely,

/s/ Steven K. Brock

Steven K. Brock MBA, CPA
Therber Brock & Associates, LLP.

Acknowledged by the Town of Lynnville, Indiana by,

Doan Horn
[Signature]
[Signature]
[Signature]
[Signature]

This 16th day of February 2025

Lauri Stockus

From: Chris Wischer <Chris.Wischer@skofirm.com>
Sent: Friday, February 14, 2025 11:39 AM
To: David Goldenberg; Lauri Stockus
Cc: Rachel Titzer; Doris Horn
Subject: [External]Brock engagement letters
Attachments: Eng-LynnvilleRC2025.pdf; ENG-LynnvilleSewAMP2025.pdf

Attached are engagement letters for Steven Brock of Thurber Brock & Associates for the Asset Management Plan and rate studies for sewer and water. Have reviewed them and find them to be in order.

Compensation is not to exceed \$6,000 for the water rate study, \$6,000 for the sewer rate study, and \$11,000 for the AMP, for a total of \$23,000.



Chris Wischer
Member

Chris.Wischer@skofirm.com
Direct: 812.452.3595
Main: 812.425.1591

Stoll Keenon Ogden PLLC
One Main St., Suite 201
Evansville, IN 47708

Louisville | Lexington | Indianapolis | Evansville | Frankfort | Jeffersonville

Stoll Keenon Ogden PLLC is Mansfield Certified. skofirm.com



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If you are a client of this firm, we respectfully remind you that to avoid waiver of the attorney-client privilege, you should not send, forward, or show this e-mail or attachments to anyone else. Thank you.

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THERBER, BROCK & ASSOCIATES, LLP.
MUNICIPAL FINANCE CONSULTANTS

11550 N. Meridian Street
Suite 275
Carmel, Indiana 46032
Tel: (317) 637-9572
Fax: (317) 686-9102
www.therberbrock.com

February 13, 2025

Town Council of Lynnville, Indiana
207 North Main Street
PO Box 99
Lynnville, Indiana 47619

Re: Engagement Letter for General Consulting Services – Sewage AMP for Lynnville, Indiana

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services provided by Therber Brock & Associates, LLP. (Therber & Brock) for the Town of Lynnville (the "Client"). Generally, the scope of the work in this engagement will be "General Consulting Services" in regard to the analysis of the Client's current sewage works financial and activity with the addition of work relating to the general managerial operation of the sewage works when that work is necessary and prudent. Specifically, this engagement will be to prepare the financial portion of the Asset Management Program (AMP) required as a condition of closing a loan with the Indiana State Revolving Loan Fund (SRF). The AMP work will not include Municipal Advisory Services as defined by the MSRB and the SEC. The work may also include periodic meetings and/or conversations with the Client, the Client's consulting engineers and/or the Client's attorney.

Specifically, we will perform the following services, as needed:

1. We will prepare the financial section of the Asset Management Program (AMP) according to SRF guidance and in the form required by the SRF. This preparation may go through a submission and revision process in order to meet the requirements of the AMP, since the AMP requirement began on July 1, 2018 and the AMP requirements may change over time;
2. We will assist (if our assistance is needed, is prudent or is required) on the preparation of the managerial section of the AMP, where our input falls within our normal experience and knowledge base;
3. We will prepare a report detailing and explaining our findings and recommendations in a form acceptable to the SRF;
4. We will be available to review and discuss with the client and its representatives our findings and our work product prior to submitting the report;
5. We will work with the Client's staff, engineers, attorneys and other consultants in an effort to coordinate a unified response to the three sectional requirements of the AMP.

Based on our experience with other general services consulting projects and as is typical in the industry we agree to provide the above-described services for a fixed sum.

A bill for work on this project will be sent to the Client when the work is completed. Payment is due within thirty days of the bill date.

The work described above has a billing amount of \$11,000.00.

The AMP is required to be completed as part of the application to the SRF for its 2024 funding fiscal year. We will complete our work on the financial section of the AMP prior to the due date of the SRF application. The AMP can be paid, or reimbursed, from SRF project funds.

The engagement and its terms will continue until either the engagement is completed, or until the engagement letter is modified and the Client accepts the modified engagement letter, or until the engagement is terminated. Either party can terminate the engagement. The Client can terminate on five (5) days notice in writing or through direct verbal communication of the termination and without cause. Therber & Brock can terminate on thirty (30) days notice in writing to the Client at Client's above mailing address. The Client will be liable for all work incurred for their benefit through the termination period.

We look forward to a long and successful relationship with the Client and we are available to discuss the contents of this letter, or other services you may need, with your organization or its representatives at their convenience.

If the foregoing is in accordance with your understanding and your needs, please sign this letter in the spaces provided and return a copy of it to us. Thank you.

Sincerely,

/s/ Steven K. Brock

Steven K. Brock
Therber, Brock & Associates, LLP.

Acknowledged by the Client by,

Deus Horn
[Signature]
[Signature]
[Signature]

This 17 day of February 2025



From Mergers to Mergers
American Craftsmanship in Every Space

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 2/18/2025
Expiration Date 2/28/2025
Quote Number 00021842

Prepared By Robb Tweedy
Email rtweedy@holidayoutdoordecor.com

Contact Name David Goldenberg
Bill to Phone 812-922-5111
Email council1@townoflynnville.com

Account Name Lynnville, Town of (IN)
Bill To Name David Goldenberg
Bill To 207 Main Street
Lynnville, Indiana 47619
United States

Ship To Name David Goldenberg
Ship To Phone 812-922-5111
Ship To 207 Main Street
Lynnville, Indiana 47619
United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
PM-SLB-GST60-MC	5' SPARKLING ECONOMY STOCKING 23 C9 MULTI COLOR LED POLE MOUNT	5' SPARKLING ECONOMY STOCKING 23 C9 MULTI COLOR LED POLE MOUNT	Price before discount = \$466.00	\$302.90	2.00	\$605.80
PM-SLB-GJBHL72-MC	6' Garland Joyful Bell w/Holly Leaves Pole Mount 41 C9 Multicolor LED	6' Garland Joyful Bell w/Holly Leaves Pole Mount. Measures 4.5'W x 6'H with 41 C9 Multicolor LED. Weighs 35 lbs.	Price before discount = \$855.00	\$555.75	2.00	\$1,111.50
PM-SLB-GDCB72-CW	6' Garland Designer Candle w/Bow Pole Mount 44 C7 Multicolor and Cool White LED	6' Garland Designer Candle w/Bow Pole Mount 44 C7 Multicolor and Cool White LED	Price before discount = \$725.00	\$471.25	2.00	\$942.50
	5' Garland Candy Cane Pole Mount, 19 C9 in Red and Cool	5' Garland Candy Cane Pole Mount.	Price before			

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature:
Name: David Goldenberg
Title: President Town Council

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>



From Moments to Memories
American Craftsmanship in Every Space

PM-SLB-GCC60-CW	White LED	19 C9 in Red and Cool White LED	discount = \$466.00	\$302.90	2.00	\$605.80
PM-SLB-CWR60-CW	60" Triple Candle Wreath Pole Mount with Pinecones and 50 C9 Cool White LED, and 3 Flame Bulbs	60" Triple Candle Wreath Pole Mount with Pinecones and 50 C9 Cool White LED, and 3 Flame Bulbs	Price before discount = \$970.00	\$630.50	2.00	\$1,261.00
PM-SLB-GSPA60-MC	5' Garland Single Poinsettia - Pole Mount - 39 C9 Multi Color LED	Garland Single Poinsettia - Pole Mount - 39 C9 Multi Color LED - 5' - 22lbs -22.62Watts	Price before discount = \$738.00	\$479.70	2.00	\$959.40
PM-SLB-SS60-CW	5' Festive Star Snowflake w/ Garland Pole Mount. C9 Lamps in Blue and Cool White LED	5' Festive Star Snowflake w/ Blue and White Garland Pole Mount. Measure 5' x 5' with C9 Lamps in Blue and Cool White. LED.	Price before discount = \$775.00	\$503.75	4.00	\$2,015.00
SHIPPING	SHIPPING			\$1,200.00	1.00	\$1,200.00

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.
- Invoices will be sent out as soon as purchased product ships. This includes, both direct to customer or to an HOD warehouse prior to installation.

Subtotal \$8,701.00
Total Price \$8,701.00
Grand Total \$8,701.00

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: *[Handwritten Signature]*
Name: *Dora Goldenberg*
Title: *President Town Council*

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>

✕ Pole Mount \$479.70 2 ↕ \$959.40
SKU: PM-S1-B
GCPASO-MC
• Size: 5'

✕ Star
Snowflake \$503.75 4 ↕ \$2,015.00
SKU: PM-S1J-SS90
• Size: 5'x5'

Total: \$7,501.00

(Shipping?)

Clear List

UPDATE LIST


Send the request


Email *

First Name *

Last Name *

Company *

X		Stocking with Candy Canes SKU: PM-SLB- GST60-MC	\$302.90	2 ↕	\$605.80
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X		Garland joyful Bell w/Holly Leaves SKU: PM-SLB- GJBHL72	\$555.75	2 ↕	\$1,111.50
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X		Garland Designer Candle w/Bow SKU: PM-SLB- GDCB72	\$471.25	2 ↕	\$942.50
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X		Candy Cane Outline SKU: PM-SLB- GCC60-WW	\$302.90	2 ↕	\$605.80
---	--	---	----------	-----	----------

X		Candle Wreath Pole Mount SKU: PM-SLB- CWR60 • Size: 60"	\$630.50	2 ↕	\$1,261.00
---	--	---	----------	-----	------------

Single
Poinsettia

Lauri Stockus

From: David Goldenberg <dgoldenberg13@yahoo.com>
Sent: Monday, February 17, 2025 5:21 PM
To: Rachel Titzer; Doris Horn; David Goldenberg; Lauri Stockus
Subject: [External]Wish List - Holiday Outdoor Decor
Attachments: WebPage.pdf

The 8 foot lights would be too tall and cause issues with traffic and pedestrians. I've scaled back to 5' at the tallest. Please review list below and let me know what you think.

<https://holidayoutdoordecor.com/wish-list/>

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Lauri Stockus

From: William Bruner <brunlaw1@gmail.com>
Sent: Tuesday, February 18, 2025 3:49 PM
To: David Goldenberg; Doris Horn; Rachel Titzer; Lauri Stockus; Wischer, Chris
Subject: [External]Re: [External]Re: Fw: [External]Re: Meeting tonight

All:

Given the forecast, to include snow, wind, and temperatures in the low teens, I have decided I do not want to chance driving to Lynnville and back. I will, however, be available at my home number, 812-897-4194, should there be questions.

I have not received any paperwork from Mr. Long on the sewer issue. I have been in contact with the county attorney and the attorney for William Lee as it relates to the property tax matter and we are making progress. I will keep you updated on both. If you need any other legal services from me in the future, do not hesitate to contact me. I know Chris has been doing, and will continue to do, an outstanding job.

I have enjoyed my time as attorney for the Town of Lynnville and thank all board members, both now and in the past, for their friendship and community involvement.

Bill

On Tue, Feb 18, 2025 at 2:54 PM William Bruner <brunlaw1@gmail.com> wrote:

Ok, thanks. I have signed the Legal Services Agreement and it is attached. If the board sees fit, it can be approved tonight.

On Tue, Feb 18, 2025 at 1:34 PM David Goldenberg <council1@townoflynnville.com> wrote:

Ok - if weather turns bad you can either call in or text me any questions/updates.

[Get Outlook for iOS](#)

From: William Bruner <brunlaw1@gmail.com>
Sent: Tuesday, February 18, 2025 1:26:12 PM
To: David Goldenberg <council1@townoflynnville.com>
Subject: [External]Re: Fw: [External]Re: Meeting tonight

Not on my account.

On Tue, Feb 18, 2025 at 1:23 PM David Goldenberg <council1@townoflynnville.com> wrote:

Also do I need to get Chris there before meeting? I believe we are all on the same page.

[Get Outlook for iOS](#)

From: David Goldenberg <council1@townoflynnville.com>
Sent: Tuesday, February 18, 2025 1:20:34 PM
To: William Bruner <brunlaw1@gmail.com>
Subject: Re: [External]Re: Meeting tonight

Ok - be safe!

Get Outlook for iOS

From: William Bruner <brunlaw1@gmail.com>
Sent: Tuesday, February 18, 2025 1:19:10 PM
To: David Goldenberg <council1@townoflynnville.com>
Subject: [External]Re: Meeting tonight

Yes, unless the weather stops me.

On Tue, Feb 18, 2025 at 1:14 PM David Goldenberg <council1@townoflynnville.com> wrote:
Just checking in to see if you still plan on attending?

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lauri Stockus

From: David Goldenberg
Sent: Thursday, February 13, 2025 3:29 PM
To: Lauri Stockus; Rachel Titzer; Doris Horn; David Goldenberg
Subject: Lynnville rate study - Baker Tilley owed amount

See below. This is the amount due to Baker Tiller for the preliminary work on the rate study. The cancellation of the agreement was agreed upon at our special meeting. In a separate email I will be forwarding the new contract with Steve to take over the study.

Begin forwarded message:

From: Chris Wischer <Chris.Wischer@skofirm.com>
Subject: [External]Re: [External]Fwd: Lynnville rate study
Date: February 10, 2025 at 3:08:18 PM CST
To: David Goldenberg <council1@townoflynnville.com>

I talked to Scott. He wanted me to pass on that they can do whatever it is you need and work with you on price.
Chris

Chris Wischer <i>Member</i>	Direct: 812.452.3595
---------------------------------------	----------------------

On Feb 10, 2025, at 1:58 PM, David Goldenberg <council1@townoflynnville.com> wrote:

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PERFECT !!

Thank you and thank Scott.

Get [Outlook for iOS](#)

From: Chris Wischer <Chris.Wischer@skofirm.com>
Sent: Monday, February 10, 2025 1:49:49 PM
To: David Goldenberg <council1@townoflynnville.com>
Subject: [External]Fwd: Lynnville rate study

FYI

Begin forwarded message:

Chris Wischer
Member

Direct: 812.452.3595

From: "Miller, Scott" <Scott.Miller@bakertilly.com>
Date: February 10, 2025 at 1:48:37 PM CST
To: Chris Wischer <Chris.Wischer@skofirm.com>
Cc: "Eschweiler, Mitchell" <Mitchell.Eschweiler@bakertilly.com>
Subject: RE: Lynnville rate study

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Our current work in process balances are as follows:

- Wastewater \$1,632.50
- Water \$1,185.00

Thanks,

Scott Miller, CPA
Principal – Value Architect™

<image001.png>

T: +1 (317) 465 1506 | M: +1 (463) 400 2734
9229 Delegates Row, Suite 400, Indianapolis, IN 46240
scott.miller@bakertilly.com | bakertilly.com

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From: Chris Wischer <Chris.Wischer@skofirm.com>
Sent: Monday, February 10, 2025 1:07 PM
To: Miller, Scott <Scott.Miller@bakertilly.com>
Cc: Eschweiler, Mitchell <Mitchell.Eschweiler@bakertilly.com>
Subject: Re: Lynnville rate study

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Thanks Scott. This is going to be discussed at a meeting tomorrow night. Frankly, they have a lot going and a lot they

want to do and are having some robust discussions on how best to move it all forward.

If they did decide to go in a different direction and no longer wanted the rate studies, what would you all charge them for the work you've done to date. Do you have an idea?

Thanks.

Chris

Chris Wischer | Direct: 812.452.3595
Member

On Feb 7, 2025, at 12:56 PM, Miller, Scott
<Scott.Miller@bakertilly.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Chris:

Much of the analysis is the same whether we are preparing a rate study or an AMP. The Town already has us engaged and as you pointed out, we just received the data from Lauri. To facilitate the process and because of the rapidly approaching deadline for AMPs, we can prepare our analysis in AMP format so that it can be used to submit to SRF as well as adjusting rates for current needs and potentially a future project. If that's how the Council would like to proceed, we could do the work under the existing agreement without modification to the fee.

Thanks,

Scott Miller, CPA
Principal – Value Architect™

<image001.png>

T: +1 (317) 465 1506 | M: +1 (463) 400 2734
9229 Delegates Row, Suite 400, Indianapolis, IN 46240

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

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From: Chris Wischer <Chris.Wischer@skofirm.com>
Sent: Friday, February 7, 2025 1:12 PM
To: Miller, Scott <Scott.Miller@bakertilly.com>
Subject: Lynnville rate study

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Scott,

Please hold off on doing any further work on the Town of Lynnville rate analysis. They are working on a PER and asset management plan for SRF. The Town Council president had a conversation with a smaller financial advisor who has given them a scope of services that would include the asset management plan and rate analysis and is interested in considering that. I've been asked to find out what the Town would owe Baker Tilly if they decided not to have you all complete the study. I think you just received the reports you asked for from Lauri so hopefully you're not too far into it. No decision has been made, but he wants to be able to consider options.

Let me know if you'd like to discuss.

Chris

<image002.png> **Chris Wischer**
Member

Chris.Wischer@skofirm.com

Direct: 812.452.3595

Main: 812.425.1591

Stoll Keenon Ogden PLLC

One Main St., Suite 201

Evansville, IN 47708

Louisville | Lexington | Indianapolis | Evansville | Frankfort | Jeffersonville

Stoll Keenon Ogden PLLC is Mansfield Certified. skofirm.com

[<image003.png>](#) [<image004.png>](#) [<image005.png>](#)

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If you are a client of this firm, we respectfully remind you that to avoid waiver of the attorney-client privilege, you should not send, for show this e-mail or attachments to anyone else. Thank you.

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**STOLL
KEENON
OGDEN**
PLLC

CHRISTOPHER C. WISCHER
DIRECT DIAL: (812) 452-3595
DIRECT FAX: (812) 421-4936
CHRIS.WISCHER@SKOFFRM.COM

ONE MAIN STREET
SUITE 201
EVANSVILLE, IN 47708
MAIN: (812) 425-1591
FAX: (812) 421-4936

December 10, 2024

Lynnville Town Council
David Goldenberg, President
PO Box 99
Lynnville, IN 47619

Re: Stoll Keenon Ogden PLLC ("SKO" or "the Firm") Engagement Letter governing representation of the Town of Lynnville ("the Town" or "the Client")

Dear Mr. Goldenberg:

We are pleased to present this proposal for SKO to serve as legal counsel for the Town. The purpose of this letter is to set forth the basic terms of our engagement. We refer to this document as our "Master Engagement Letter," including the "Stoll Keenon Ogden PLLC Standard Terms and Conditions of Representation" ("Standard Terms and Conditions"), which is attached and incorporated by reference herein. Please review this letter carefully; if it meets with the Town Council's approval, please either sign a copy of this letter on behalf of the Town and return it to me or send me an email confirming receipt of this letter and the Town's agreement to the letter's terms and to the attached Standard Terms and Conditions.

Client; Scope of Representation. Our client for this representation will be the Town. Though we may communicate with you and/or others about this representation, our only client in this representation is the Town. Likewise, the Firm will not be deemed to represent any officer, director, agent, or employee of the Town by virtue of our representation of the Town unless we separately agree to such representation. The scope of our representation will be to serve as Town Attorney for the Town for the purposes of attending regular and special meetings of the Town Council of the Town of Lynnville, as well as other meetings when requested, and for advising the Town Council, Clerk-Treasurer, and employees of the Town concerning Town related legal matters, and for other services as may be requested by the Town from time to time.

Responsible Attorneys. Christopher C. Wischer will serve as Town Attorney and will be primarily responsible for the representation of the Town with assistance from such other SKO

attorneys, paralegals, and personnel as are appropriate in order to handle the representation effectively and efficiently. It is our practice to respond to emails and telephone calls timely. If you need to reach me, my telephone number is (812) 452-3595 and my email address is Chris.Wischer@skofirm.com. You may also contact my legal assistant, Rachel Jones, at Rachel.Jones@skofirm.com or (812)-452-3534.

Compensation/Billing . In consideration of the services performed by SKO, Client agrees to pay for the services provided as follows:

Retainer: Client agrees to pay SKO a monthly retainer fee in the amount of \$1,100.00, to be split 50% to the civil town and 50% to the water and sewer utilities. The retainer includes attendance at all regular and special meetings of the Town Council and general consultation on items of concern to the Town that are not subject to the hourly rate.

Hourly Work: For projects and assignments not included in the monthly retainer, Client agrees to pay SKO on an hourly basis. Matters not covered by the retainer include litigation, including investigation, review, and resolution of threats of litigation and/or disputes that could lead to litigation, bond issues and other special financing, property and easement acquisition, employment matters, annexation, redistricting, regulatory and permitting matters, sewer and water rate proceedings, preparation, review, and negotiation of contracts, drafting of ordinances, enforcement of ordinances, sewer and water utility matters, and other work as directed by the Town that is considered more than general consultation and therefore not included in the retainer.

Hourly fees shall be based upon the time expended by SKO personnel, at the rate of \$250 per hour for partner level attorneys, \$225 per hour for associate level attorneys, and \$175 per hour for paralegals. For services related to bonds or other special financing, SKO's standard hourly rates shall apply but only to the extent such services are paid for with proceeds of the subject bond or financing.

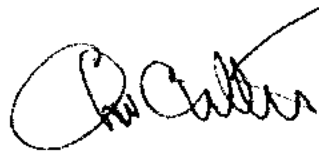
Hourly work shall be billed monthly with an itemized statement which shall reflect the rate, hours, service and identity of the attorney or paralegal who rendered service on the Client's behalf, as well as the expenses advanced on the Client's behalf. The monthly retainer shall be billed monthly, together with any expenses not connected to an hourly billed matter. Invoices shall identify whether the work was performed for the civil town or the water or sewer utility. The Client agrees that the attorneys' fees incurred, and any expenses advanced on the Client's behalf, are the responsibility of the Client, regardless of the outcome of any claim prosecuted or defended, or the result of any representation requested by Client.

Town of Lynnville
February 18, 2025
Page 3

If this letter and the terms of engagement stated herein meet your approval, please either sign a copy of this letter on behalf of the Town and return it to me or send me an email confirming your receipt of this letter and the Town's agreement to the engagement terms as stated herein.

We appreciate the opportunity to serve as legal counsel for the Town of Lynnville. If you have any questions, feel free to contact me directly by phone, email, or text message. I am very much looking forward to working with you.

Sincerely,
Stoll Keenon Ogden PLLC

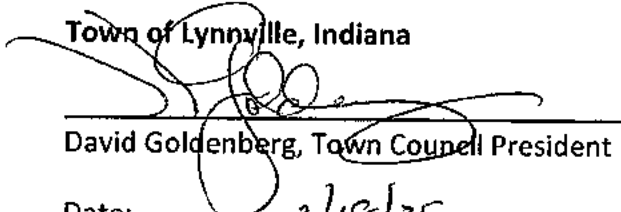


Christopher C. Wischer

CCW:RAJ

Agreed and accepted:

Town of Lynnville, Indiana



David Goldenberg, Town Council President

Date: 2/18/25

Stoll Keenon Ogden PLLC ("SKO") Standard Terms and Conditions of Representation

REPRESENTATION FEES. SKO's fees are set by agreement with the Client. There are a number of possible fee arrangements, including hourly rate billing, a flat fee, or a contingent fee agreement, and mixed or hybrid billing arrangements. Unless otherwise agreed, the fee arrangement will be an hourly rate billing. Any different arrangement must be set forth in writing and signed by all of the parties, including SKO.

For hourly rate billing, SKO's fees are based on the amount of time spent on behalf of the Client, measured in tenths of an hour. Unless otherwise agreed, the Client will be charged SKO's standard hourly rates, which currently range for 2020 from \$250 an hour for new associates to \$545 an hour for senior members. Rates for SKO's paralegals currently range from \$140 to \$235 an hour. SKO's billing rates are adjusted from time to time, usually on an annual basis in January or February, and the rates on this representation will increase accordingly, unless the Client and SKO agree otherwise.

ATTORNEY CONFERENCES AND MEETINGS. Internal conferences sometimes take place among professionals who are participating in the representation of the Client. It is SKO's belief that this practice facilitates communication, improves the quality of the work by allowing SKO to utilize specialists and a proper mix of personnel, and thus ultimately provides the Client with the best value and the most effective legal representation. If, at any time, the Client is concerned about the efficiency and the cost-effectiveness of SKO's efforts, please express those concerns promptly so that they can be addressed in a timely fashion.

COSTS AND CLIENT RESPONSIBILITIES. SKO typically incurs costs in connection with legal representations. These costs may include reasonable out of pocket expenses such as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges, travel expenses, meals, and use of other service providers, such as printers or experts. In litigation matters (if the representation involves or requires litigation), the costs will also include filing fees, deposition costs, process server fees, and witness fees. Filing fees may also be incurred in transaction representations. Fees and expenses of others (such as court reporters, investigators, consultants or experts) will be billed directly to the Client. Except for specialized word processing services, SKO normally does not charge separately for secretarial work unless there is a situation that requires overtime staff work.

SKO has a flat-rate contract with on-line legal research service provider LexisNexis. Under that contract, SKO pays a discounted amount for unlimited monthly usage of a number of LexisNexis databases within the plan. SKO also pays discounted per-search amounts for any searches on databases outside the plan. To pass along the approximated discount to its clients, SKO estimates the overall percentage discount and reduces each client's daily LexisNexis search charges by that percentage. The LexisNexis search charges appearing on the Client's invoice will reflect the application of that percentage discount. SKO reviews the estimated percentage discount annually and adjusts the percentage accordingly for the coming year.

SKO will normally send monthly statements for work performed and expenses recorded during the previous month. Payment is due promptly upon receipt of the statement. If any statement remains unpaid, SKO may suspend performing services for the Client until satisfactory arrangements have been made for payment of outstanding statements and the payment of future fees and expenses.

The fees and costs relating to SKO's representation of the Client in the Matter, as defined in the Engagement Letter, are not predictable. Accordingly, SKO has made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the Matter; however, consistent with SKO's commitment to client service, SKO will strive to handle the representation efficiently.

The Client agrees to pay SKO's statements for services and expenses as provided above. In addition, the Client

agrees to be candid and cooperative with SKO and will keep SKO informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of the representation or otherwise reasonably requested by SKO. Because it is important that SKO be able to contact the Client at all times in order to consult with the Client regarding this representation, the Client will inform SKO, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding the Client or the Client's business. Whenever SKO needs the Client's instructions or authorization in order to proceed with legal work on behalf of the Client, SKO will contact the Client at the latest address, telephone number, or email address SKO has received from the Client.

ADVICE ABOUT POSSIBLE OUTCOMES. At the beginning of, or during, the representation, SKO may express opinions or beliefs concerning the possible outcomes, or various courses of action, and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to SKO at the time, and should not be construed by the Client as a promise or guarantee.

TERMINATION OF REPRESENTATION. The Client may terminate SKO's representation at any time by notifying SKO. Likewise, SKO may withdraw from the representation if the Client fails to fulfill any obligation under this agreement, including the Client's obligation to pay SKO's fees and expenses; as permitted or required under the applicable Rules of Professional Conduct or other rules of court; or upon SKO's reasonable notice to the Client.

Termination of SKO's services will not affect the Client's responsibility for payment of outstanding statements and for payment of fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, the Client's papers and property will be promptly returned or forwarded as directed. (SKO reserves the right to make and retain a copy of those materials.) SKO will not provide any uncompensated-for work product, and SKO will not provide internal SKO files pertaining to the representation, to the extent permitted by the applicable Rules of Professional Conduct. Documents relating to the representation that SKO retains will be maintained consistent with SKO's Document Retention and Destruction Policy, and will be destroyed without further notice to the Client after the applicable time period has passed unless the Client and SKO agree to a specific retention schedule.

Unless previously terminated, SKO's representation of the Client will terminate upon the sending of the final statement for services rendered in connection with the Matter.

POST-ENGAGEMENT MATTERS. Presently, the Client is engaging SKO to provide legal services in connection with a specific matter. After the conclusion of any specific matter, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages SKO after conclusion of the specific matter to provide additional advice on issues arising from that matter, SKO has no continuing obligation to advise the Client with respect to future legal developments.

From time to time, SKO communicates with current and former clients about items that may be of interest. By signing the Master Engagement Letter, the Client acknowledges a desire to receive such periodic information from SKO. If the Client does not wish to receive such materials, or wishes to stop receiving such materials, SKO simply asks that the Client let SKO know and SKO will promptly comply with the Client's request. Receipt of such items shall not be considered evidence of an ongoing attorney-client relationship.

PRODUCTION BY SKO. If SKO is requested or authorized by the Client, or required by government regulation, subpoena, or other process, to produce SKO's working papers or files, or to produce SKO personnel as witnesses, with respect to SKO's representation of the Client, the Client agrees to reimburse SKO for SKO's own professional time and expenses (including fees and expenses of SKO's retained counsel) incurred in responding to such request or authorization. The Client's commitment to reimburse SKO will not apply if SKO is a party to the proceeding in which

the information or testimony is sought.

WAIVER OF JURY TRIAL. THE CLIENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM OF ANY NATURE, THAT IS RELATED IN ANY WAY TO SKO'S REPRESENTATION OF THE CLIENT OR RELATED IN ANY WAY TO THE MATTER FOR WHICH THE CLIENT HAS ENGAGED SKO. THE CLIENT FURTHER ACKNOWLEDGES THAT SUCH WAIVER OF A TRIAL BY JURY IS KNOWING AND VOLUNTARY, AND THAT THE WAIVER SHALL SURVIVE THE TERMINATION OF THE ATTORNEY-CLIENT RELATIONSHIP BETWEEN SKO AND THE CLIENT.

OTHER MATTERS. In addition to the specific Matter described in the Master Engagement Letter, the Client may request additional legal work to be rendered by SKO from time to time. If SKO agrees to perform such additional legal work, the representation will be governed by the terms of the Master Engagement Letter and these Standard Terms and Conditions, unless other arrangements are agreed upon in advance and confirmed in writing. Such additional work may be memorialized in a Short Form Engagement Letter that will identify the scope of such additional work. The Master Engagement Letter (and any Short Form Engagement Letter) and these Standard Terms and Conditions reflect the entire agreement between the Client and SKO relating to the services covered hereunder, and shall survive the completion or termination of the engagement.



Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

WNIN Spring Auction Attn: Lauri Stocky

1 message

Gail Moran <gmoran@wnin.org>

Thu, Feb 6, 2025 at 2:58 PM

To: "townoflynnville@gmail.com" <townoflynnville@gmail.com>

Thank you for taking my call today about our spring auction!
Attached is the donation form and information about the auction.
Please let us know if you will be able to donate park passes and a weekend camping pass again this year.
Thank you for your continued support of public radio and television.
Gail Moran 812-423-2973

Auction Request.pdf
272K

3 days Camping
2- 4 hr. Kayak
2 Annual Passes

APPROVED
FEB 18 2025

FEB 18 2025
APPROVED

~~X Rachel J. Jitner~~
~~X Dennis Horn~~
~~X David Horn~~
~~X David Goldenberg~~

WNIN online AUCTION

MARCH 25 - APRIL 5



Dear Regional Community Partner:

Tax Payer ID: 35-1307165

WNIN is the PBS station that covers southwestern Indiana, southeastern Illinois and northwestern Kentucky. The station reaches thousands of Tri-State area residents with television programming that promotes education, community betterment and togetherness.

As a nonprofit, we rely on the public's generosity for support to help raise funds. We host the WNIN Online Auction. All items will be available through an ONLINE AUCTION starting March 25 - April 5 at 10 pm. We are thrilled to be able to hold our WNIN Online Auction again this year to showcase how our community businesses support public media!

WNIN is seeking items from businesses to auction off to viewers during the Spring Online Auction, happening on March 25 - April 5, 2025. If you choose to donate an item to the auction, you will receive:

- Exposure to over 250,000 households
- Access to a captive audience
- Increased household name recognition
- Alignment with a reputable organization

DONOR LEVELS & BENEFITS

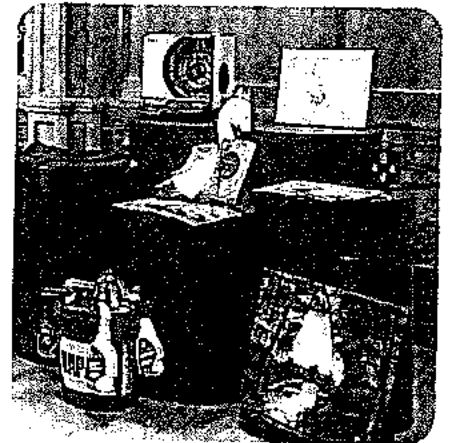
UP TO \$750 RETAIL VALUE

- Item listed on Auction website for entirety of event

See form on reverse side with instructions on how to give should you be ready to make your gift. Remember, your donation is 100% tax deductible.

\$750+ RETAIL VALUE

- Item listed on Auction website for entirety of event
- 30 second spot created for item and business to air on WNIN
- Spot to air on WNIN and posted on WNIN social media



We are so grateful for your consideration and hope you will explore this special opportunity to partner with a household name - PBS.

Thank you,
Karen Robinson
Director of Events/Theater
krobinson@wnin.org

Lauren Doolin
ldoolin@wnin.org
(812) 423-2973 x261



Two Main St., Evansville, IN 47708
812-423-2973 Fax: (812) 428-7548 www.wnin.org



**2025 WNIN ONLINE AUCTION
DONATION FORM
MARCH 25 - APRIL 5, 2025**



DONOR INFORMATION: _____

Business: _____ Contact Name: _____
Address: _____ City _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____
Website: _____ Social Media: @ _____

DONATION: _____

Please note: The purchaser must not be required to pay anything in order to redeem certificate, i.e., "Buy One, Get One Free" or price reduction certificates not accepted. All donations are subject to acceptance by the Auction Committee.

Items Donated: _____

Value \$: _____ Quantity: _____ = Total Value \$: _____

Detailed Description (this is your on-air promotion, include any restrictions):

Gift Card/Certificate (check one):

- Donor will provide Gift Card/Certificate by mailing in
(NOTE: Please make expiration date one year from time of auction, example: 5/16/26, when possible)
- Merchandise (Expiration Date: _____)

Delivery Method For Merchandise:

- PICK UP DROP OFF MAIL

Donors Signature: _____ **Date:** _____

(includes permission for logo and image use)

(All donated merchandise must be new and undamaged. Art antiques, and collectibles should be in marketable condition. WNIN reserves the right to authenticate the value of donations and to approve all scripts for on-air presentation. It is understood that all donations become the property of WNIN and the sale of those items is at the discretion of WNIN. Receipt will be supplied by the Auction office at the end of September 2025. WNIN produced certificates expire one year after purchase unless stated otherwise.)

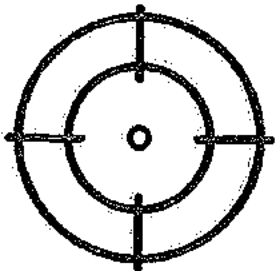
DONOR LEVELS & BENEFITS: _____

Up to \$799 Retail Value

- Item listed on Auction website for entirety of event

\$750+ Retail Value

- Item listed on Auction website for entirety of event
- 30 second spot created for item and business to air on WNIN
- Spot to air on WNIN and posted on WNIN social media



GAIN EXPOSURE & HELP US HIT OUR TARGET!

DEADLINE: MARCH 21, 2025 PLEASE EMAIL, FAX, OR MAIL THIS FORM TO:

FOR MORE INFORMATION CONTACT:

KAREN ROBINSON - Director of Events/Theater
(812) 423-2973 x136; krobinson@wnin.org

LAUREN DOOLIN

ldoolin@wnin.org
(812) 423-2973 x261

T TORIC ENGINEERING



January 7, 2025

RE: Lynnville WWTP

Dear Mr. Marcus,

Thank you for the opportunity to quote upgrading the SCADA Computer for the Lynnville WWTP. Toric Engineering's price for this work is **\$26,983.00**. This price includes following:

- **Computer and Software:**
 - Computer, Dell tower, Windows 11
 - Monitor, 24"
 - GE iFix runtime software license, 150-point
 - IGS communication driver
- **DECP-1 Control Panel Modifications:**
 - Tosibox VPN remote connection router w/ mobile client
 - Installation
- **Engineering Services Includes:**
 - On-site startup
 - On-site training
 - One (1) year warranty on parts and labor
 - SCADA graphics, DECP-1 control panel
 - SCADA graphics, SBR control panel
 - SCADA graphics, water system control panel
- **Excludes the following Items:**
 - Alarm dialers (existing)
 - Conduit and wire (existing)

APPROVED
FEB 18 2025

Allow ten (10) to twelve (12) weeks for delivery.

Sales tax not included. Please provide Tax Exempt Form.

Control Panels are not subject to return.

Payment Terms: Net 30 days, equipment PO only

This quote is valid for 30 days.

Please call with any questions or comments.

Sincerely,

Nathen Burkhardt
Toric Engineering

Lauri Stockus

From: David Goldenberg
Sent: Friday, January 24, 2025 2:29 PM
To: William Bruner; Brian Cook
Cc: Lauri Stockus; Rachel Titzer; Doris Horn
Subject: Re: [External]Re: [External]Re: Pemberton; Private sewer line.



Get Outlook for iOS

From: William Bruner <brunlaw1@gmail.com>
Sent: Friday, January 24, 2025 2:24:57 PM
To: Brian Cook <townmanager@townoflynnville.com>
Cc: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>
Subject: [External]Re: [External]Re: Pemberton; Private sewer line.

I was finally able to talk with Anthony Long today concerning this matter. He will be preparing a written proposal for my review. Based on our discussion, I think this matter will be settled. Once I have the document in hand I will send it to you for review.

He is leaving for vacation and will be back in two weeks. Therefore, that is the earliest I will have anything in hand. Given these circumstances, I recommend that no further action be taken at this time, pending possible resolution.

Bill

On Mon, Dec 30, 2024 at 3:08 PM William Bruner <brunlaw1@gmail.com> wrote:
Attached is the Notice of Violation which will be mailed today.

Bill

On Mon, Mar 25, 2024 at 1:51 PM Brian Cook <townmanager@townoflynnville.com> wrote:

Get Outlook for iOS

From: William Bruner <brunlaw1@gmail.com>
Sent: Monday, March 25, 2024 9:44:27 AM
To: Brian Cook <townmanager@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>
Subject: [External]Re: Pemberton; Private sewer line.

Brian:
Just a reminder. Any questions let me know.
Bill

On Mon, Mar 18, 2024 at 3:38 PM William Bruner <brunlaw1@gmail.com> wrote:
Brian:

**Notice of Violation of Town Code of the Town of Lynnville, Indiana, TITLE V, Chapter
52.18, Sewer**

To: Jacquelyn S. Pemberton
4222 Turpin Hill Rd;
Lynnville, IN 47619

RE: 121 W. State Route 68
Lynnville, IN 47619

You are in violation of the provisions of Section 52.18 of the Town Code of the Town of Lynnville, Indiana. Your violation is that the connection of the building sewer into the public sewer is not separate and independent, but runs across the real estate of an adjoining landowner.

You are hereby notified, pursuant to 52.99 of the Town Code of the Town of Lynnville, Indiana, that you have 30 days from the date of this Notice to permanently cease and correct all violations by replacing the sewer, at your expense, with installation of the new sewer to run across only your real estate and be connected into the nearest public sewer adjacent to your real estate. In so doing, you must comply with all of the requirements of Section 52.18.

Should you fail to comply, you will be liable to the town for a maximum civil penalty of \$2500.00 but not less than \$100 per violation per day. In addition, the town may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the town. Section 52.99.

Copies of Section 52.18 and 52.99 are attached hereto and incorporated herein.

Dated: December ____, 2024.

J. William Bruner
Attorney for the Town of Lynnville

email: Lynnville Town Council
xc: S. Anthony Long

§ 52.18 UNCOVERING OR MAKING CONNECTIONS.

(A) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Clerk-Treasurer.

(B) (1) There shall be two classes of building sewer permits:

- (a) For residential and commercial service; and
- (b) For service to establishments producing industrial wastes.

(2) In either case, the owner or his or her agent shall make application on a special form furnished by the said town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the Inspector. A permit and inspection fee of \$10 for a residential or commercial building sewer permit and \$25 for an industrial building sewer permit shall be paid to the Clerk-Treasurer at the time the application is filed.

(C) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(D) A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(E) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the said Inspector, to meet all requirements of this subchapter.

(F) The size, slope, alignment, material of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the town. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

(G) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(H) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface run-off or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(I) The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the town, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gas-tight and water-tight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

(J) The applicant for the building sewer permit shall notify the said Inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the said inspector or his or her representative.

(K) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the said town.

(Ord. 3-1981, passed 2-9-1981) Penalty, see § 52.99

§ 52.99 PENALTY.

(A) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 10.99.

(B) Any person, firm or corporation violating any provision of §52.01 shall be deemed guilty of a Class C infraction and shall be subject to punishment as provided in I.C. 22-12-8-2. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(C) (1) Any person found to be violating any provision of §§52.15 through 52.30, except § 52.30, shall be served by the town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The violator shall, within the period of time stated in such notice, not to exceed 90 days, permanently cease and correct all violations to include, without limitation, any violation of § 52.18(H) of this chapter, by removing any connection of roof down spouts, exterior foundation drains, areaway drains, or other sources of surface run-off or groundwater from the violator's property to a building sewer or building drain which in turn is connected directly or indirectly to public sanitary sewer.

(2) Any person who continues any violation beyond the time limit provided for in division (A) above shall be liable to the town for the civil penalty provided for in this section.

(3) Any person who refuses to comply with §52.30 of this chapter, upon being orally requested to do so by the Town Manager or Inspector, shall be considered in violation of this chapter, without the necessity for further notification.

(4) A person who has violated, or continues to violate, any provision of §§52.15 through 52.30 shall be liable to the town for a maximum civil penalty of \$2,500 but not less than \$100 per violation, per day.

(5) The town may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the town.

(6) In determining the amount of civil liability, the court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the person's violation, corrective actions by the person, the compliance history of the person, and any other factor as justice requires.

(7) Filing a suit for civil penalties shall not be a bar, or a prerequisite for, taking any other action against a person.

(8) This penalty shall be in addition to any other cause of action for personal injury or property damage available under the law of the State of Indiana.

(Ord. 3-1981, passed 2-9-1981; Ord. 1-1-1982, passed 7-20-1982; Ord. 1993-4, passed 9-1-1993; Ord. 2023-8, passed 6-20-2023)

Lauri Stockus

From: William Bruner <brunlaw1@gmail.com>
Sent: Tuesday, December 17, 2024 2:55 PM
To: Doris Horn
Cc: Rachel Titzer; David Goldenberg; Lauri Stockus; Brian Cook
Subject: [External]Re: [External]121 W. State Rd 68
Attachments: CCF12172024_0002.pdf

Attached is a proposed revised Notice of Violation.

On Thu, Oct 31, 2024 at 8:19 PM Doris Horn <council3@townoflynnville.com> wrote:
I agree as well.

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Thursday, October 31, 2024 5:14:52 PM
To: David Goldenberg <council1@townoflynnville.com>
Cc: William Bruner <brunlaw1@gmail.com>; Doris Horn <council3@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>
Subject: Re: [External]121 W. State Rd 68

I agree as well.
Rachel

On Oct 31, 2024, at 4:51 PM, David Goldenberg <council1@townoflynnville.com> wrote:

That is my understanding. They need to sign and/or then get an easement from the property OR disconnect the illegal hookup.

Get Outlook for iOS

From: William Bruner <brunlaw1@gmail.com>
Sent: Thursday, October 31, 2024 2:47:23 PM
To: Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>
Subject: [External]121 W. State Rd 68

Attached is a part of my email thread with Anthony Long's office and the proposed covenant. I want to confirm that the board's position, as stated in the August 5, 2024 email, has stayed the same so I can reiterate that with Mr. Long.

Bill

Lauri Stockus

From: Lauri Stockus
Sent: Tuesday, November 26, 2024 11:00 AM
To: Rachel Titzer
Cc: Lynnville Clerk; Doris Horn; David Goldenberg; Brian Cook; Travis Porter
Subject: Re: [External]RE: Home Depot/Amazon

Yes. They are ordered

Thank you
Lauri Stockus
Clerk-Treasurer

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Tuesday, November 26, 2024 10:57:28 AM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>
Cc: Lynnville Clerk <clerk@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>; Travis Porter <travis.porter@townoflynnville.com>
Subject: Re: [External]RE: Home Depot/Amazon

Is my light bulbs a vendor?
Rachel

On Nov 26, 2024, at 10:53 AM, Lauri Stockus <clerk-treasurer@townoflynnville.com> wrote:

It only includes vendors we can use AND HAS A PLACE TO PUT POs!!!

Thank you
Lauri Stockus
Clerk-Treasurer

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Tuesday, November 26, 2024 10:50:19 AM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>
Cc: Lynnville Clerk <clerk@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>; Travis Porter <travis.porter@townoflynnville.com>
Subject: Re: [External]RE: Home Depot/Amazon

Thank you!!!
Rachel

On Nov 26, 2024, at 10:48 AM, Lauri Stockus <clerk-treasurer@townoflynnville.com> wrote:

There was a local government option when setting up the account. Even had place for W9 and ST-105 (tax exempt).

Thank you
Lauri Stockus
Clerk-Treasurer

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Tuesday, November 26, 2024 10:45:53 AM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>
Cc: Lynnville Clerk <clerk@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>; Travis Porter <travis.porter@townoflynnville.com>
Subject: Re: [External]RE: Home Depot/Amazon

I am checking with SBOA for procedure. I want to do it correctly. I will let you know. As long as Doris and David do not object with ordering the lights, I would like them purchased. I have messaged them to check their email, as this is a time sensitive issue and I will not have the availability to give the town my time next week during the week.

Thanks,
Rachel

On Nov 26, 2024, at 9:40 AM, Lauri Stockus <clerk-treasurer@townoflynnville.com> wrote:

What other town is using Amazon? I would like to call and see how they are getting around the verification process. Maybe there is some procedure for 3rd party vendors I don't know about.

Thank you
Lauri Stockus
Clerk-Treasurer

From: Lauri Stockus <clerk-treasurer@townoflynnville.com>
Sent: Tuesday, November 26, 2024 9:00:22 AM
To: Rachel Titzer <council2@townoflynnville.com>; Lynnville Clerk

<clerk@townoflynnville.com>; Doris Horn
<council3@townoflynnville.com>; David Goldenberg
<council1@townoflynnville.com>; Brian Cook
<townmanager@townoflynnville.com>; Travis Porter
<travis.porter@townoflynnville.com>
Subject: Re: [External]RE: Home Depot/Amazon

I just checked E-Verify and Home Depot is now on the list. Link below.

For the Amazon do you have the store name or information to check and get W9 and tax exempt or do you want to buy and do reimbursement.

https://www.e-verify.gov/participating-employer-view?business-name=Home%20depot&status=1&items_per_page=10

Thank you
Lauri Stockus
Clerk-Treasurer

From: Rachel Titzer <council2@townoflynnville.com>
Sent: Tuesday, November 26, 2024 8:36:20 AM
To: Lynnville Clerk <clerk@townoflynnville.com>; Lauri Stockus <clerk-treasurer@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>; Travis Porter <travis.porter@townoflynnville.com>
Subject: Fwd: [External]RE: Home Depot/Amazon

I am forwarding the response from the SBOA for using Amazon and Home Depot for purchases. Christmas lights for the tree will be cheaper from Amazon. I will pay for one half of the replacement of all the Christmas light bulbs, switching them to LED shatterproof. Currently probably another 200 need replaced. This is the Amazon price I have found .

Let me know if there are any questions. This price below is for 200 bulbs. Travis is going to see how many we need through the information available on the tree.

Thank you,
<image0.png>

Rachel

Begin forwarded message:

From: Rachel Titzer
<council2@townoflynnville.com>
Date: September 27, 2024 at 1:25:03 PM CDT
To: "Cities.Towns SBOA"
<Cities.Towns@sboa.in.gov>
Cc: David Goldenberg
<council1@townoflynnville.com>, Doris Horn
<council3@townoflynnville.com>, Brian Cook
<townmanager@townoflynnville.com>
Subject: Re: [External]RE: Home
Depot/Amazon

Thank you for your quick response. I will save
this for future reference.
Have a great weekend!
Rachel

On Sep 26, 2024, at 10:07 AM,
SBOA Cities.Towns
<Cities.Towns@sboa.in.gov>
wrote:

Good morning, Rachel,

We are not aware of anything in
statute that would prohibit a
municipality from using Home
Depot and Amazon as vendors.

With Gratitude,

Mitch Wilson
Government Technical Assistance
& Compliance Director
Indiana State Board of Accounts
302 W. Washington Street,
Indianapolis, IN 46204
office phone: 317-232-2513

The foregoing should not be
construed as a legal opinion, but
rather as the position the State
Board of Accounts may take during

an audit. Please consult an attorney on all legal matters.

-----Original Message-----

From: Rachel Titzer
<council2@townoflynnville.com>
Sent: Wednesday, September 25, 2024 9:52 AM
To: SBOA Cities.Towns
<Cities.Towns@sboa.IN.gov>
Cc: David Goldenberg
<council1@townoflynnville.com>;
Doris Horn
<council3@townoflynnville.com>;
Brian Cook
<townmanager@townoflynnville.com>
Subject: Home Depot/Amazon

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good morning, I know this has been addressed before but it seems to be an ongoing issue. We recently needed to rent a lift accessing high places. Home Depot was \$200 cheaper than the competitor, our town manager was told by our clerk-treasurer we could not use Home Depot for anything.

I know it goes back to the I9 issue. This is also being stated for Amazon, we cannot order off of because of using third party vendors. I know other municipalities use both of these companies.

Would you please confirm or deny this information via email so we can move on, again? Thank you so much for your time.

Rachel Titzer

Lynnville Town Council

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lauri Stockus

From: David Goldenberg
Sent: Friday, February 7, 2025 4:47 PM
To: Lauri Stockus; Rachel Titzer; Doris Horn; Chris Wischer; Aaron Rohner, PE (IN, KY); Kaila Byers; Brian Cook
Subject: Re: Council meeting

Add to agenda

Rock bike trail quote \$24,548.60

Town Hall server upgrade approximately \$7,500

AARP GRANT

Any movement on benches/tables for town hall plaza?

Town lights - Duke is working a quote to add approximately 20 lights to town proper.

[Get Outlook for iOS](#)

From: David Goldenberg <council1@townoflynnville.com>
Sent: Friday, February 7, 2025 4:30:58 PM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>; Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>; Chris Wischer <chris.wischer@skofirm.com>; Aaron Rohner, PE (IN, KY) <arohner@contactcei.com>; Kaila Byers <communitycenter@townoflynnville.com>; Brian Cook <townmanager@townoflynnville.com>
Subject: Council meeting

Please post notice for council meeting on Tuesday at 6pm.

Tentative agenda:

Sewer/water study and agreements

Usage and charges for community center

Ordering tables, chairs, etc. for community center

WiFi connections and costs for park

Cameras and costs for park

Update car wash

Community center charges and rate reductions

Believe it or not Christmas hanging ornaments for street lights

Planters, flowers, etc... for street lights

CCMG. Grant

Town attorney retiring and hiring of new

Any new requests for items to be purchased this year?

Updates on priorities to be considering.

Get Outlook for iOS

Lauri Stockus

From: David Goldenberg
Sent: Sunday, February 16, 2025 2:12 PM
To: Lauri Stockus
Subject: 2-18 agenda

Just sent you a document and it added a couple of items. ALSO add park signage around lake and fountain, and new sign to be mounted on back door of Town Hall (something like "Town Employees Only" if either needs to be discussed and voted on.

Lauri Stockus

From: David Goldenberg
Sent: Friday, February 14, 2025 1:03 PM
To: Lauri Stockus
Cc: Rachel Titzer; Doris Horn; David Goldenberg; Brian Cook
Subject: Bat wing - mower

Lauri - Please add to agenda. Brian do we need to purchase a wing for our mower this year? If so, what is your recommendation? Vendor? Costs? Trying to budget.

**From Jacob Green Wastewater Plant Operator
02/11/2025**

To: Mr. Freudenberg

Regarding the car wash oil separator

Mr. Freudenberg

As the licensed operator for the town's Wastewater treatment plant and collections system I have been made aware of the ongoing conversation about the lack of an oil separator at the car wash. An oil separator is crucial for a car wash because it effectively removes oil, grease, and other pollutants from the wash water, preventing them from entering the sewer system and causing environmental damage, while also ensuring compliance with the towns sewer use ordinance regarding water discharge quality; essentially, it protects the environment by filtering out harmful substances from the wastewater generated during the car washing process. I'm sure you are aware of all these facts and the threat to our system due to the absence of an oil separator as you are engaged with the town working towards a solution.

My main concern as the plant operator is that oils, especially hydrocarbons from vehicles are toxic to aquatic life. Our sewer system uses an activated sludge treatment process to clean the raw sewage water we receive from the town. As an activated sludge plant, we use two tanks of living bacteria in carefully tailored ratios to reduce the pollutants in wastewater both biological in nature and chemical. Oils interfere severely with this process. Oils are toxic to that biomass and can cause a toxic environment to develop within our aeration tanks. If the biomass is disturbed this can lead to a failure of treatment causing us to violate our permitted limits of contaminants that we monitor for daily under our National Pollutant Discharge Elimination System permit through the Indiana Department of Environmental management. Were such an event to occur it would expose the town to the possibility of severe fines and costly repairs or other remedial expenses as required to re-start treatment.

My goal is to operate the treatment plant as efficiently as possible and maintain the best Effluent water quality that I can in order to protect the environment. I know that some

regulations can seem unnecessary and burdensome but the need for oil separators is a critical part of maintaining the town's sewer system and preventing environmental damage. I want to acknowledge your value to the town as a business owner and how valuable it is to have business in the community. But we need to resolve the issue quickly in order to protect the town's system. I am in support of working with small business owners but I have also seen the Indiana Department of Environmental Management write up a community for not enforcing their sewer use ordinance.

In closing, I believe the best resolution to this issue for both parties is that we Install the oil separator at the car wash to protect all stakeholders involved. I know that the project will be a significant expense for you as the owner and operator of the facility but all our environmental rules and regulations aren't fabricated obstacles to burden businesses. The laws and ordinances have developed over years of experience observing issues, and how those problems damage the community and environment. I also know the installation of a separator won't happen tomorrow and we must be reasonable in our expectations. But this issue is serious and we need a fixed timetable to install the separator as soon as possible to prevent damage to our infrastructure and the environment.

Please find below the Town Ordinances that deal specifically with this issue for your reference. I have underlined the sections that I believe are most pertinent to our discussion.

Thank you for your time,

Jacob Green-Plant Operator

Town.of.Lynnville.Operator@gmail.com

§ 52.19 DISCHARGES.

(A) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

(2) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant;

(3) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works; and

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper, dishes, cups, milk containers and the like, either whole or ground by garbage grinders.

(B) (1) No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the Superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

(2) The substances prohibited are:

(a) Any liquid or vapor having a temperature higher than 150°F (65°C);

(b) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150°F (0 and 65°C);

(c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Superintendent;

(d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;

(e) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by

the Superintendent for such materials;

(f) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters;

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(h) Any waters or wastes having a pH in excess of 9.5;

(i) Materials which exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);

2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

3. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works; and

4. Unusual volume of flow or concentration of wastes constituting slugs as defined in § 52.15.

(j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(C) (1) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, which waters contain the substances or possess the characteristics enumerated in division (B) above, and which in the judgment of the Superintendent may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the Superintendent may:

(a) Require new industries or industries with significant increase in discharges to submit information on wastewater characteristics and obtain prior approval for discharges;

(b) Reject the wastes in whole or in part for any reason deemed appropriate by the town;

(c) Require pretreatment of such wastes to within the limits of normal sewage as defined;

the town and shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be substantial construction, be gas tight, water tight, and equipped with easily removable covers. Where installed, all grease, oil and sand interceptors or traps shall be maintained by the owner at his or her expense, in continuously efficient operation at all times.

(d) Require control or flow equalization of such wastes so as to avoid any "slug" loads or excessive loads that may be harmful to the treatment works; or

(e) Require payment of a surcharge on any excessive flows or loadings discharged to the treatment works to cover the additional costs of having capacity for and treating such wastes.

(2) If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Superintendent and subject to the requirements of all applicable codes, ordinances and laws.

(D) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

(E) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times. Agents of the town, the state water pollution control agencies and the U.S. Environmental Protection Agency shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing.

(G) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the town for treatment, subject to payment therefor, by the industrial concern, at such rates as are compatible with §§ 52.45 through 52.55.

(Ord. 3-1981, passed 2-9-1981)

§ 52.26 GREASE, OIL AND SAND INTERCEPTORS OR TRAPS.

Grease, oil and sand interceptors or traps shall be provided when, in the opinion of the town, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients, except that such interceptors or trap will not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by

Lauri Stockus

From: David Goldenberg
Sent: Sunday, February 16, 2025 2:30 PM
To: Rachel Titzer; Doris Horn; David Goldenberg; Lauri Stockus
Subject: Fwd: [External]Park Proposals

Begin forwarded message:

From: Rachel Titzer <council2@townoflynnville.com>
Subject: Fwd: [External]Park Proposals
Date: November 6, 2024 at 9:23:19 AM CST
To: David Goldenberg <council1@townoflynnville.com>, Doris Horn <council3@townoflynnville.com>

Rachel

Begin forwarded message:

From: Allen Engler <Allen@logicalindiana.com>
Date: November 5, 2024 at 3:33:06 PM CST
To: Rachel Titzer <council2@townoflynnville.com>
Subject: [External]Park Proposals

Rachel,

1. Camera Network Project

Goal: Provide high-resolution video for park management to enhance security and operations.

- **Coverage Areas:** Entrance, Park Office, Boat Ramp, Fountain, Maintenance Garage and Shed, Rec Center, Playground.
- **Installation Details:**
 - Install a Windows-based recorder for 1-month continuous recording.
 - Network equipment setup to connect new and existing cameras, with flexibility for future additions.
 - Underground data cabling to support a 360-degree entrance camera (requires pole installation).
 - Additional cameras and enclosed racks with surge protection in maintenance areas.

- **Key Benefits:**
 - Deterrence of theft and vandalism, improved visitor and staff safety, efficient operations, and centralized video management.
 - Remote access options, scalable infrastructure, and robust security with encryption.
 - **Cost:** \$37,135 (includes licenses and installation).
 - **Annual Maintenance:** \$520 for equipment upkeep and inspections.
-

2. Wi-Fi Access Project

Goal: Provide reliable Wi-Fi across all electric camping spots to improve visitor experience and enable park operations.

- **Coverage:** 40 electric camping spots (24 full-hookup and 16 water-electric) to support RV campers and remote workers.
 - **Installation Details:**
 - Network design with bridges from Gate House to Rec Center and 6 strategically placed access points.
 - Future-proofed with Wi-Fi 7 for compatibility with the latest standards.
 - Installation of poles near power distribution for access points, requiring new power boxes.
 - **Key Benefits:**
 - Attracts more guests by offering internet access for streaming, remote work, and connectivity.
 - Enhances guest experience and supports staff communication and digital payments.
 - **Cost:** \$30,280.
 - **Annual Maintenance:** \$520 for equipment inspection and maintenance.
-

Both projects focus on enhancing Lynnville Park's appeal and safety for visitors, with scalable solutions designed for longevity. Approvals for initial costs and annual maintenance would enable timely setup and long-term functionality.

Would you like my help with proposing this to the board?



Allen Engler
Project Manager, Logical Video Security

(812) 250.5495 | Allen@logicalindiana.com

From: David Goldenberg dgoldenberg13@yahoo.com
Subject: Estimate 1002 from Wilcox Earthworks Inc.
Date: January 8, 2025 at 10:34 AM
To: Megan clerk@townoflynnville.com



Please print out.

Click to view this page

From: Rachel Titzer <rachel.titzer@townoflynnville.com>
Subject: [External] Estimate 1002 from Wilcox Earthworks Inc.
Date: Monday, 2025-01-06 10:34 AM
To: David Goldenberg <dgoldenberg13@yahoo.com> (mailto:dgoldenberg13@yahoo.com) (mailto:dgoldenberg13@yahoo.com)

This is the estimate to repair road to going to the observatory and bike park. It may not reflect the price increase for rock that could have been shipped on January 1. This work can be done in the wintertime. We did an additional appropriation of \$8000 in 2024 that was on top of the cost of it also. The county has already did grading on the road as well to assist in the road preparation. Probably should be a priority once the park budget been broken down into five items.
Thank!
Rachel

Begin forwarded message:

From: "Wilcox Earthworks Inc." <no_reply@intuit.com>
Date: December 26, 2024 at 1:32:23 PM CST
To: Rachel Titzer <council2@townoflynnville.com>
Subject: [External] Estimate 1002 from Wilcox Earthworks Inc.



Your estimate is ready!

Total Estimate

\$24,548.60

or starting at **\$775/month** with financing (36 mo)*

Review and accept

Dear Customer,

Below are your estimate details. To move forward with this estimate, please review and select **Accept** and Wilcox Earthworks Inc. will reach out with next steps.

There are various payment methods available for you, you also have the option to **pay this monthly**.

Have a great day!

Estimate #2522

Wilcox Earthworks Inc.

Dump Truck

\$2,975.00

35 X \$85.00	
#7	\$14,880.00
620 X \$24.00	
Cat 305	\$3,840.00
30 X \$128.00	
Culvert	\$1,200.00
1 X \$1,200.00	
#53	\$373.60
20 X \$18.68	
Skid Steer 289d	\$1,280.00
10 X \$128.00	

Total \$24,548.60

or starting at \$775/month with financing (36 mo)*

Wilcox Earthworks Inc.

wilcoxearthworks@yahoo.com


* Personal loans made through Upgrade feature Annual Percentage Rates (APRs) of 8.49%-35.99%. All personal loans have a 1.85% to 9.99% origination fee, which is deducted from the loan proceeds. Lowest rates require Autopay and paying off a portion of existing debt directly. Loans feature repayment terms of 24 to 84 months. For example, if you receive a \$10,000 loan with a 36-month term and a 17.59% APR (which includes a 13.94% yearly interest rate and a 5% one-time origination fee), you would receive \$9,500 in your account and would have a required monthly payment of \$341.48. Over the life of the loan, your payments would total \$12,293.46. The APR on your loan may be higher or lower and your loan offers may not have multiple term lengths available. Actual rate depends on credit score, credit usage history, loan term, and other factors. Late payments or subsequent charges and fees may increase the cost of your fixed rate loan. There is no fee or penalty for repaying a loan early. *Approval not guaranteed. Your loan terms will be determined based on your credit, income, and certain other information provided in your loan application. Not all applicants will qualify for the full amount.


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✖ 
 Structure with
 decorative
 backrest
 \$302.90 2 € \$605.80

✖ 
 Structure with
 decorative
 backrest
 \$555.75 2 € \$1,111.50

✖ 
 Structure
 decorative
 backrest
 \$471.25 2 € \$942.50

✖ 
 Structure
 decorative
 backrest
 \$302.90 2 € \$605.80

✖ 
 Structure
 decorative
 backrest
 \$630.50 2 € \$1,261.00
 • Size: 60"

Structure
 decorative



Product Name

Product Description

\$479.70

2

\$959.40

• Size: 5'



Product Name

Product Description

\$503.75

4

\$2,015.00

• Size: 5'x5'

Total:

\$7,501.00

Clear List

Shipping??

UPDATE LIST

Send the request

Email *

First Name *

Last Name *

Company *

Lauri Stockus

From: David Goldenberg <dgoldenberg13@yahoo.com>
Sent: Monday, February 17, 2025 5:21 PM
To: Rachel Titzer; Doris Horn; David Goldenberg; Lauri Stockus
Subject: [External]Wish List - Holiday Outdoor Decor
Attachments: WebPage.pdf

The 8 foot lights would be too tall and cause issues with traffic and pedestrians. I've scaled back to 5' at the tallest. Please review list below and let me know what you think.

<https://holidayoutdoordecor.com/wish-list/>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

THERBER, BROCK & ASSOCIATES, LLP.
MUNICIPAL FINANCE CONSULTANTS

11550 N. Meridian Street
Suite 275
Carmel, Indiana 46032
Tel: (317) 637-9572
Fax: (317) 686-9102
www.therberbrock.com

February 13, 2025

Town Council of Lynnville, Indiana
207 North Main Street
PO Box 99
Lynnville, Indiana 47619

Re: Engagement Letter for General Consulting Services – Sewage AMP for Lynnville, Indiana

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services provided by Therber Brock & Associates, LLP. (Therber & Brock) for the Town of Lynnville (the "Client"). Generally, the scope of the work in this engagement will be "General Consulting Services" in regard to the analysis of the Client's current sewage works financial and activity with the addition of work relating to the general managerial operation of the sewage works when that work is necessary and prudent. Specifically, this engagement will be to prepare the financial portion of the Asset Management Program (AMP) required as a condition of closing a loan with the Indiana State Revolving Loan Fund (SRF). The AMP work will not include Municipal Advisory Services as defined by the MSRB and the SEC. The work may also include periodic meetings and/or conversations with the Client, the Client's consulting engineers and/or the Client's attorney.

Specifically, we will perform the following services, as needed:

1. We will prepare the financial section of the Asset Management Program (AMP) according to SRF guidance and in the form required by the SRF. This preparation may go through a submission and revision process in order to meet the requirements of the AMP, since the AMP requirement began on July 1, 2018 and the AMP requirements may change over time;
2. We will assist (if our assistance is needed, is prudent or is required) on the preparation of the managerial section of the AMP, where our input falls within our normal experience and knowledge base;
3. We will prepare a report detailing and explaining our findings and recommendations in a form acceptable to the SRF;
4. We will be available to review and discuss with the client and its representatives our findings and our work product prior to submitting the report;
5. We will work with the Client's staff, engineers, attorneys and other consultants in an effort to coordinate a unified response to the three sectional requirements of the AMP.

Based on our experience with other general services consulting projects and as is typical in the industry we agree to provide the above-described services for a fixed sum.

A bill for work on this project will be sent to the Client when the work is completed. Payment is due within thirty days of the bill date.

The work described above has a billing amount of \$11,000.00.

The AMP is required to be completed as part of the application to the SRF for its 2024 funding fiscal year. We will complete our work on the financial section of the AMP prior to the due date of the SRF application. The AMP can be paid, or reimbursed, from SRF project funds.

The engagement and its terms will continue until either the engagement is completed, or until the engagement letter is modified and the Client accepts the modified engagement letter, or until the engagement is terminated. Either party can terminate the engagement. The Client can terminate on five (5) days notice in writing or through direct verbal communication of the termination and without cause. Therber & Brock can terminate on thirty (30) days notice in writing to the Client at Client's above mailing address. The Client will be liable for all work incurred for their benefit through the termination period.

We look forward to a long and successful relationship with the Client and we are available to discuss the contents of this letter, or other services you may need, with your organization or its representatives at their convenience.

If the foregoing is in accordance with your understanding and your needs, please sign this letter in the spaces provided and return a copy of it to us. Thank you.

Sincerely,

/s/ Steven K. Brock

Steven K. Brock
Therber, Brock & Associates, LLP.

Acknowledged by the Client by,

This ____ day of _____ 2025

THEBER, BROCK & ASSOCIATES, LLP.

MUNICIPAL FINANCE CONSULTANTS

11550 North Meridian Street
Suite 275
Carmel, Indiana 46032
Tel: (317) 637-9572
Fax: (317) 686-9102
www.therberbrock.com

February 13, 2025

Lynnville Town Council
207 North Main Street
PO Box 99
Lynnville, Indiana 47619

Re: Engagement Letter for Rate Consulting Services for the Town's Water and Sewage utilities and other miscellaneous financial services.

I. Understanding of Engagement

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services provided by Therber Brock & Associates, LLP. (Therber & Brock) for the Town of Lynnville (Client). Generally, our the scope of the work in this engagement will be "Rate Consulting and/or Municipal Advisory services" with respect to the preparation of the rate study(s). This work may include but not be limited to: financial advice, procedural advice, report preparation, issue analysis, position and point development, preparation of written report, estimation of post project user fee under various alternatives, rate consulting services for rate studies, assistance for other professionals (legal, grant engineering), drafting of ordinances and public notices and other assistance as needed. The area of work will focus around rate consulting services and assistance. Other work content and product may be added by mutual agreement.

II. Scope of Services

Specifically, we will perform the following services, as needed:

1. We will prepare utility rate study(s);
2. This study(s) will review, compare and analyze 3 to 5 years of historic operating and financial information (if available) and adjust this information to calculate a pro-forma operating budget for the utility for the purposes of calculating a schedule of rates and charges (tariff);
3. This study will review both the recurring and the non-recurring rates and charges of the utility;
4. This study will detail and confirm schedules of payment on any and all outstanding debt issues of the utility (if any);
5. The study(s) will prepare a budget for short-term asset replacement for inclusion on the annual proposed operating budget for the utility;
6. The study(s) will review all test year operation and maintenance disbursements of the utility and revise and adjust this test year data to reflect to the expected operation and maintenance disbursement budget for the pro forma period;

7. The study(s) will make a finding for all statutory revenue requirements allowed by statute for support of utility rate increase(s);

8. The study(s) will present rates on an across-the board basis with the understanding that the utility is not under the jurisdiction of the Indiana Utility Regulatory Commission;

9. Our work classification will fall under the description of “Independent Consultant” and not “Employee”;

10. Our work will comply with the guidelines, rules, regulations and requirements of Indiana statute and industry best practices in the preparation of our report(s), our findings and our recommendations.

III. Limitations on Scope of Services.

The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, we are not providing Municipal Advisory Service and are not responsible for financing or funding related activities or services including the preparation any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information from Municipal Advisors provided by Municipal Advisors for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue [or Product] or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(iv) The Scope of Services does not include any activities or services that could be defined as “Municipal Advisory Services” under the general definition and meaning of that term.

(iv) The Town waterworks is not under Indiana Utility Regulatory Commission jurisdiction.

(v) The rate study(s) will be prepared on an “across-the-board” rate increase basis.

Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

V. Compensation For The Engagement

We will accumulate our hours worked under this agreement and bill on an hourly basis at the rate of \$405 per hour. Hours will be accumulated at the end of the month, and a bill will may be generated and submitted for payment. Payment of all billings for financial advisory services on the rate study(s) will be due as follows: One half of the maximum fee will be billed after the preliminary rate study(s) is presented. The remaining billing will be billed after the final rate study(s) is delivered and or after the public hearing on rates is held.

The work will have the following contract maximums:

Water rate study - \$6,000

Sewer rate study - \$6,000

Written billing policy procedure- \$950 (if requested as an additional service)

VI. Term And Severability Of The Engagement

This engagement and its terms will continue during this period until the engagement letter is modified and the Client Council accepts the modified engagement letter, or until the engagement is terminated, or until the project is completed and the project funding is closed on. Either party can terminate the engagement. The Client can terminate on five (5) days notice in writing and without cause. Therber & Brock can terminate on thirty (30) days notice in writing to the Client Council at the mailing address of the Client Offices. The Client will be liable for all hours worked for their benefit through the termination period.

We look forward to a long and successful relationship with your organization and we are available to discuss the contents of this letter, or other services you may need, with your organization or its representatives at their convenience.

VIII. E-Verify.

"Pursuant to IC 22-5-1.7 *et seq*, Therber & Brock shall enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program, unless the E-Verify program no longer exists. Therber & Brock hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in IC 22-5-1.7 *et seq*.

IX. Authority.

The undersigned represents and warrants that (s)he has the full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct the Municipal Advisor's performance of its activities under this Agreement.

X. Signatures To This Agreement.

If the foregoing is in accordance with your understanding and your needs, please sign this letter in the spaces provided and return a signed copy of this agreement to us. Thank you.

Sincerely,

/s/ Steven K. Brock

Steven K. Brock MBA, CPA
Therber Brock & Associates, LLP.

Acknowledged by the Town of Lynnville, Indiana by,

This ____ day of _____ 2025



January 7, 2025

RE: Lynnville WWTP

Dear Mr. Marcus,

Thank you for the opportunity to quote upgrading the SCADA Computer for the Lynnville WWTP. Toric Engineering's price for this work is **\$26,983.00**. This price includes following:

- **Computer and Software:**
 - Computer, Dell tower, Windows 11
 - Monitor, 24"
 - GE iFix runtime software license, 150-point
 - IGS communication driver
- **DECP-1 Control Panel Modifications:**
 - Tosibox VPN remote connection router w/ mobile client
 - Installation
- **Engineering Services Includes:**
 - On-site startup
 - On-site training
 - One (1) year warranty on parts and labor
 - SCADA graphics, DECP-1 control panel
 - SCADA graphics, SBR control panel
 - SCADA graphics, water system control panel
- **Excludes the following items:**
 - Alarm dialers (existing)
 - Conduit and wire (existing)

Allow ten (10) to twelve (12) weeks for delivery.

Sales tax not included. Please provide Tax Exempt Form.

Control Panels are not subject to return.

Payment Terms: Net 30 days; equipment PO only

This quote is valid for 30 days.

Please call with any questions or comments.

Sincerely,

Nathan Burkhart
Toric Engineering

**From Jacob Green Wastewater Plant Operator
02/11/2025**

To: Mr. Freudenberg

Regarding the car wash oil separator

Mr. Freudenberg

As the licensed operator for the town's Wastewater treatment plant and collections system I have been made aware of the ongoing conversation about the lack of an oil separator at the car wash. An oil separator is crucial for a car wash because it effectively removes oil, grease, and other pollutants from the wash water, preventing them from entering the sewer system and causing environmental damage, while also ensuring compliance with the towns sewer use ordinance regarding water discharge quality; essentially, it protects the environment by filtering out harmful substances from the wastewater generated during the car washing process. I'm sure you are aware of all these facts and the threat to our system due to the absence of an oil separator as you are engaged with the town working towards a solution.

My main concern as the plant operator is that oils, especially hydrocarbons from vehicles are toxic to aquatic life. Our sewer system uses an activated sludge treatment process to clean the raw sewage water we receive from the town. As an activated sludge plant, we use two tanks of living bacteria in carefully tailored ratios to reduce the pollutants in wastewater both biological in nature and chemical. Oils interfere severely with this process. Oils are toxic to that biomass and can cause a toxic environment to develop within our aeration tanks. If the biomass is disturbed this can lead to a failure of treatment causing us to violate our permitted limits of contaminants that we monitor for daily under our National Pollutant Discharge Elimination System permit through the Indiana Department of Environmental management. Were such an event to occur it would expose the town to the possibility of severe fines and costly repairs or other remedial expenses as required to re-start treatment.

My goal is to operate the treatment plant as efficiently as possible and maintain the best Effluent water quality that I can in order to protect the environment. I know that some

regulations can seem unnecessary and burdensome but the need for oil separators is a critical part of maintaining the town's sewer system and preventing environmental damage. I want to acknowledge your value to the town as a business owner and how valuable it is to have business in the community. But we need to resolve the issue quickly in order to protect the town's system. I am in support of working with small business owners but I have also seen the Indiana Department of Environmental Management write up a community for not enforcing their sewer use ordinance.

In closing, I believe the best resolution to this issue for both parties is that we install the oil separator at the car wash to protect all stakeholders involved. I know that the project will be a significant expense for you as the owner and operator of the facility but all our environmental rules and regulations aren't fabricated obstacles to burden businesses. The laws and ordinances have developed over years of experience observing issues, and how those problems damage the community and environment. I also know the installation of a separator won't happen tomorrow and we must be reasonable in our expectations. But this issue is serious and we need a fixed timetable to install the separator as soon as possible to prevent damage to our infrastructure and the environment.

Please find below the Town Ordinances that deal specifically with this issue for your reference. I have underlined the sections that I believe are most pertinent to our discussion.

Thank you for your time,

Jacob Green-Plant Operator

Town.of.Lynnville.Operator@gmail.com

§ 52.19 DISCHARGES.

(A) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

(2) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant;

(3) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works; and

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper, dishes, cups, milk containers and the like, either whole or ground by garbage grinders.

(B) (1) No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the Superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

(2) The substances prohibited are:

(a) Any liquid or vapor having a temperature higher than 150°F (65°C);

(b) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150°F (0 and 65°C);

(c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Superintendent;

(d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;

(e) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by

... requirement for such materials;

(f) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters;

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(h) Any waters or wastes having a pH in excess of 9.5;

(i) Materials which exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);

2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

3. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works; and

4. Unusual volume of flow or concentration of wastes constituting slugs as defined in § 52.15.

(j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(C) (1) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, which waters contain the substances or possess the characteristics enumerated in division (B) above, and which in the judgment of the Superintendent may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the Superintendent may:

(a) Require new industries or industries with significant increase in discharges to submit information on wastewater characteristics and obtain prior approval for discharges;

(b) Reject the wastes in whole or in part for any reason deemed appropriate by the town;

(c) Require pretreatment of such wastes to within the limits of normal sewage as defined;

(u) Require control or flow equalization of such wastes so as to avoid any "slug" loads or excessive loads that may be harmful to the treatment works; or

(e) Require payment of a surcharge on any excessive flows or loadings discharged to the treatment works to cover the additional costs of having capacity for and treating such wastes.

(2) If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Superintendent and subject to the requirements of all applicable codes, ordinances and laws.

(D) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

(E) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times. Agents of the town, the state water pollution control agencies and the U.S. Environmental Protection Agency shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing.

(G) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the town for treatment, subject to payment therefor, by the industrial concern, at such rates as are compatible with §§ 52.45 through 52.55.

(Ord. 3-1981, passed 2-9-1981)

§ 52.26 GREASE, OIL AND SAND INTERCEPTORS OR TRAPS.

Grease, oil and sand interceptors or traps shall be provided when, in the opinion of the town, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients, except that such interceptors or trap will not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by

... shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be substantial construction, be gas tight, water tight, and equipped with easily removable covers. Where installed, all grease, oil and sand interceptors or traps shall be maintained by the owner at his or her expense, in continuously efficient operation at all times.

Lauri Stockus

From: Lauri Stockus
Sent: Friday, February 14, 2025 3:19 PM
To: David Goldenberg
Cc: Rachel Titzer; Doris Horn
Subject: RE: 2025 Boundary and Annexation Survey

David, you looked at this during your concussion time and couldn't concentrate or whatever. So, I told you I would take care of it. Megan ended up sending it in. It's done. You can do the next one if you want 🤖 They come up every year. Census isn't due each year until the end of May.

-----Original Message-----

From: David Goldenberg <council1@townoflynnville.com>
Sent: Friday, February 14, 2025 12:17 PM
To: Lauri Stockus <clerk-treasurer@townoflynnville.com>
Cc: Rachel Titzer <council2@townoflynnville.com>; Doris Horn <council3@townoflynnville.com>; David Goldenberg <council1@townoflynnville.com>
Subject: 2025 Boundary and Annexation Survey

Lauri - circling back on about mail I sent on January 8, 2025 and again on February 2, 2025.

Has this been done? I asked who does this for the town. I would assume as the elected official of the town that falls to you. I want to make sure this is filed in a timely manner and is correct as it may affect potential annexation issues.

Please add to next agenda meeting.

Work Orders as of 2/18/25

	E	F	G	H	I	K
37		Travis and Wyatt	45691	Moved boxes office to annex picked up no empty totes to take back yet	No	Take empty boxes from Lauri's office to Annex and bring empty totes from Annex back to Town Hall for files. Brian called about Continuous Consumption alert for Ben Modlin at 221 E 3rd St. Shows 14,736 gals used since yesterday. Wants you to check it out.
38		Travis Porter	45715	Spoke with Korey turned water off meter was running like crazy when turned water off sounded like stopped inside.	No	
39		Travis Porter	45715	Hello had to change fitting to cts had shark bite on . Passed and good to go	No	Water Inspection at 2647 Lynn Ridge for Howard Construction. Please turn water off at 117 Main St at customer request. Customer has moved.
40		Wyatt	45715	Turned water off	No	
41		Travis Porter	45691	Got keys and door stuff	No	Get 2 copies of new Rec Center key made.
42		Brian, Travis, Wyatt	45695	Moved everything out for floor guys	Yes	Per David, must be done ASAP at community center. Move all furniture/equipment (tables, chairs, etc). Pull toilets. Unlock equipment room. Move freezers, to TH if necessary. Everything must be cleared.
43		Brian Cook	45699	Water turned back on	No	Reconnect service at: 419 E 1st St - Carol Kassler 116 W SR 68 - Steven Ross
44		Brian Cook	45695	Yes	No	Disconnect service at the following: 419 E 1st St - Carol Kassler *May still be off from water leak 434 Peach St - Bryan Ellerbruck 116 W SR 68 - Steven Ross

	E	F	G	H	I	K
45		Wyatt Smith	45701	Reconnected service	No	Reconnect service at: 434 Peach St - Bryan Ellerbruck Check on reported water leak - Petersburg Rd, near the "ole poop station". Also Petersburg Rd near town on east side of road. Said there was water running both ways. (812) 403- 0148 is the guys number for more info.
46		Travis and Wyatt	45702	Took several samples and checked for chlorine. None of the samples had chlorine don't see any leaks.	No	
47	Travis Porter	Travis Porter	11/13/2024	Yes- checked for chlorine ,no chlorine present. Looks as if could be run off water from rain over the weekend.	Yes- will check in couple days see if there us still seepage.	Check for slow leak at 2nd and Main per David
48	Travis Porter	Travis Porter	11/13/2024	Yes 10:35 Reading: 96470.2 Lock put on	No	Disconnect at 433 W SR 68 for Kenneth Powers.
49				Completed by Wyatt		Put heaters in front of Town Hall away.
50				Completed by Scott		Customer reported a culvert needs cleared at 1st and Church St.
51				Completed by Scott		Clean culvert at 206 Deer Lane that goes under road, per Lauri.
52				Completed by Travis		Clear parking lot of Rec Bldg
53						Work on filing at Town Annex. See Lauri for details.
54				Completed by Scott		inspect tree removal at 210 Violet Ln (Jay Almon).
55				Completed by Travis		Town Ranger needs cleaned and cigarette smell cleared per Brian Cook.
56						Get count of all locks for all town buildings, per Dave.

	E	F	G	H	I	K
57				Completed by Wyatt		Bring Christmas totes to Town Hall to put away decorations and put them and the tree in storage.
58				Completed by Travis		No water for 2 days at 107 Red Sage Rd - please take a look.
59				Completed by Travis		Complete adjustment req report for Ruth Shigley - paperwork in town box.
60				Contracted out to Honest Abe's		PARK - Fix gutter and soffit on bathrooms and ice guard on barn. See separate email for pics!
61						Move mailbox to other side of road. The delivery issues we are having are due to them refusing to deliver until it is moved.
62						Shut water off at 5255 W SR 68 per customer request. Will call Scott when he's ready for it to be disconnected.
63				Completed by Wyatt		Take 2022/2023 totes (6) from storage room at TH to Annex.
64						Check valve at 434 Peach St. When service was disconnected, water continued to drip/slow run. David requested we check valve.

POs as of 2/18/25

Purchase Orders

PO Number	Date	Dept	Issued By	Issued To	Type (Op, Office, Project, Misc)	Store	Amount	Receipt	Notes	Turned In
?-2662	2/3/2025		Megan	Lauri	Hotel for ILMCT Training	Embassy Suites by Hilton	885		On CC	
2653	2/3/2025		Megan	Travis	Rec Bldg key/TH door repair	4js	17.09	Y	Inv 67428	Y
F-2654	2/3/2025	Fire	Megan		Pest Control	Swat Pest	250	Y	Inv 892346, 892347	Y
?-2655	2/3/2025		Megan		Legal	SKO Firm	873	Y	Inv 1068345, 1068346	Y
?-2656	2/6/2025		Megan		Postage machine lease	Quadient	191.97	Y	Inv Q1644904	Y
?-2657	2/6/2025		Megan		Boyce Mail	Boyce	255.68	Y	Inv 115692	Y
?-2658	2/6/2025		Megan		lift station pump repair	Pump Logic	1081.43	Y	Inv 1002	Y
F-2659	2/6/2025	Fire	Megan	Michael May	Safety Vests	Amazon	332.97	Y	On CC	Y
?-2660	2/7/2025		Megan			Commonwealth	686.89	Y	Inv 62058	Y
W-2661	2/10/2025		Megan			ERA	1,752.97	Y	Inv 018614, 035874, 045034, 052392, 071715	Y
?-2662	2/10/2025	TH, Park	Megan		Misc Supplies	Walmart	35.16	Y	Order -6068, On cc	Y
PD-2663	2/10/2025	PD	Megan		Vests, mag/taser cases	Siegel's	1302.97	Y	Inv 595543, 595531, 595502, 595501, 599500	Y
?-2664	2/10/2025		Megan		Annual inspections, fire extinguishers	Tri State Fire	520	Y	Inv 52451, 52452, 109301, 52453, 52454	Y
F-2665	2/11/2025	Fire	Megan		Safety Cones	Amazon	173.94	Y	Order -5853, On cc	Y
P-2666	2/11/2025	Park	Megan	Katie	Rec bldg	Menards	680.81	Y	Inv 34639	Y
P-2667	2/12/2025	Park	Megan	Brian	Water	Menards	32.5	Y	Inv 34663	Y
W-2668	2/13/2025		Megan	Travis	Lock for meters	Amazon	16.03	Y	Order -9817, on CC	Y
?-2669	2/13/2025		Megan		Exclusion Work	Action				
?-2670	2/13/2025		Megan	Brian	WWETT Conf					
CC-2671	2/13/2025	Comm Center	Megan		Tables/Chairs	Sam's Club	1749.72	Y	*Tables only, chairs out of stock. On CC	Y
P-2672	2/14/2025	Park	Megan	Katie	Rec bldg	Menards				
WW-2673	2/14/2025	WW	Megan	Jacob	Annual WW Testing	ERA				
W-2674	2/14/2025	Water	Megan	Jacob	Annual Water Testing	ERA				
?-2675	2/14/2025		Megan	Travis						

WW-2676	2/14/2025		Megan	Travis	Leak on Petersburg	Core and Main				
P-2677	2/18/2025	Park	Megan			Cintas	387.87	Y	Inv 4221154977	Y
?-2678	2/18/2025		Megan			Cintas	182.35	Y	Inv 4221155019	Y
R-2679	2/18/2025	Roads	Megan		Ice Melt	Menards	439.53	Y	Inv 33248	Y
?-2680	2/18/2025		Megan		Subscription	Canva	120	Y	On CC	Y
?-2681	2/18/2025		Megan		Quarter Roller, Pens	Amazon	85.18	Y	Order -1415, On CC	Y
W/WW-2682	2/18/2025	Water/WW	Megan		Prelim Work for Rate Study	Baker-Tilly	2817.5	Y	Per email from DG	Y
T-2683	2/18/2025	Town Hall	Megan		Employees Only Sign	Amazon	18.99	Y	Order -8210, On CC	Y