

**Lynnville Town Council**  
**August 20, 2019 Agenda**

**CALL TO ORDER: PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES: August 6, 2019**

**APPROVAL OF CURRENT BILLS: August 7, 2019 – August 20, 2019**

**TREASURY REPORT:**

Community Center	\$ 32,591.39
Fire Department	\$102,970.46
General	\$667,745.60
Park	\$212,946.19
Utilities	\$870,638.11

**NEW BUSINESS:**

Public Hearing of 2020 Budget  
Sewer Project approvals  
    Contractor's Application for Payment #6 – \$385,072.71  
    Economic Development Coalition - \$3500.00  
Amend Ordinance #2017-6 and Ordinance #2018-6

**OLD BUSINESS:**

Update on drainage issue – Rachel  
Update on handicap laws for Park  
Windows for Community Center-Installation scheduled - Doris  
Update on Metzger's road repairs and Recreational Building parking quote – Doris  
Update on cleaning up fallen trees at Lynnville Lake with Mike Ruedlinger - Doris

**OTHER BUSINESS:**

**REPORTS:**

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

- Prepare for 2020 Budget Public Hearing
- Sent all information for Ordinance Codification

**Tim Reibold, Fire Department**  
**Sarah Kolley, Park**  
**Bryan Flowers, Town Marshal**  
**Steve Bailes, Water/Sewer Operator**

- Daily work logs for Steve, Gary
- Update of Red Sage pothole repair
- Update on list of assignments since last meeting

**ADJOURNMENT**

**NEXT MEETING: September 3, 2019**

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

# August 20, 2019

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Tim Reibold  
Jana Taylor  
John & Tina Edwards  
Eric & Erin  
Eric Parsley  
Karen Barnette  
Sarah Holley  
Rexanna Nuhring

# TOWN OF LYNNVILLE

August 20, 2019

Present: Stacy Tevault, Rachel Titzer, Doris Horn, J. William Bruner, Lauri Stockus

**Call to Order**

**Moment of Silence - Pledge of Allegiance**

**Approval of Minutes:** August 6, 2019 Doris makes the motion to approve the August 6, 2019 Minutes. Rachel seconded. All in favor. Motion carries.

**Approval of Current Bills:** Doris makes the motion to approve the August 7, 2019 - August 20, 2019 bills. Rachel seconded. All in favor. Motion carries.

**At this time Stacy closes the meeting to open it up for a public hearing on the 2020 budget.** Stacy asks Lauri to speak on the budget. Lauri asks if anyone has any questions and states that budgets are available to the public for viewing. Lauri proceeds to give the budget totals and they are as follows:

General \$ 55,705.00

Fire Territory General \$ 122,385.00

Fire Territory Equip. \$ 21,592.00

Stacy asks Lauri if the budget has been submitted and Lauri answers that it has. Stacy then asks if there are any questions. No questions are asked and Stacy then closes then public hearing on the 2020 budget.

**At this time the normal business meeting is reopened for the Lynnville Town Council.**

**New Business:**

**Sewer Project Approvals:** Eric Parsley - Mr. Parsley states that tanks have been poured. Structures for the valves and lift stations on sight have also been set. The work done the last month has been installing the equipment that goes into all of those tanks. Electricians are on sight and working. Things are moving along well now that there is staffing on site. Our next progress meeting will be on September 4th at 9 a.m. about a week before the current substantial completion date. They have asked for additional dates through various submittals, we have not acted on any of those. That will be a topic of discussion at that meeting. Most of the mechanical work will be done by the meeting date, but they may be lacking in the electrical work. Contractor's Application Payment #6 is submitted for approval to the board in the amount of \$385,072.71. The total amount of \$405,339.70 with a 5% retained amount of \$20,266.99. This payment covers the pay period from July 1-July 31, 2019. Doris makes the motion to approve payout of Contractor's Application # 6 in the amount of \$385,072.71. Rachel seconded. All in favor. Motion carries.

Economic Development Coalition of Southwest Indiana: Invoice in the amount of \$3500 for the grant administration for the total sum due. Rachel makes the motion to pay the invoice. Doris seconded. All in favor. Motion carries.

Amendment of Ordinances 2017-6 and 2018-6: Ordinance 2018-6 is amended in Ordinance 2019-4, an ordinance regulating public nuisances in the town of Lynnville, Indiana. Mr. Bruner suggests that Stacy read the section that is being changed. Stacy reads Sec. 1 A: The Lynnville Town Clerk-Treasurer upon receipt of a complaint, shall forward it to a Town Council Member. The Council Member to whom the complaint is forwarded shall inspect the location of the alleged nuisance and make preliminary findings as to whether or not, in her or his opinion, there is sufficient evidence to proceed with the complaint. The findings shall be reported to the Clerk-Treasurer who, if the report finds there is sufficient evidence to proceed, shall proceed in accordance with paragraph 2 of this section. The preliminary findings shall not be conclusive as to whether or not a public nuisance exists. Sec. 1 B: The Clerk-Treasurer shall notify the person, firm or corporation about whom the complaint is made, and sufficient evidence found, by sending them a copy of the complaint together with a written notice stating that they may attend a meeting of the Lynnville Town Council, to respond to the complaint. The notice shall, in addition to the complaint, provide a time, date, and place of the meeting. The notice shall be sent first class United States mail, postage pre-paid and certified, or served by the Lynnville Town Marshal, with the Marshal to make a return of service, at the address shown on the complaint. Stacy moves to waive a second and third reading. Doris makes the motion. Rachel seconded. All in favor. Motion carries. Doris makes the motion to pass Ordinance 2019-4. Rachel seconded. All in favor. Motion carries.

Ordinance 2017-6 is amended in Ordinance 2019-5: The section being amended is Sec.4: The Lynnville Town Clerk-Treasurer, upon the written complaint of a citizen of the Town of Lynnville that a violation of this Ordinance exists shall forward the complaint to a Town Council Member. The Council Member to whom the complaint is forwarded shall inspect the location of the alleged ordinance violation and make preliminary findings as to whether or not, in her or his opinion, there is sufficient evidence to proceed with the complaint. The findings shall be reported to the Clerk-Treasurer who, if the report finds there is sufficient evidence to proceed, shall issue a five (5) day written notice to cut and remove grass, weeds and similar vegetation, as provided for herein, which shall be served by certified mail, return receipt requested, or served by the Lynnville Town Marshal, with the Marshal to make a return of service, to the last known address of the owner of the real property as indicated in the records of the Warrick County Auditor on the date of notice. Said notice shall remain effective for the remainder of the calendar year in which it is given. Marshal to make a return of service, at the address shown on the complaint. Stacy moves to waive the second and third reading. Doris makes the motion. Rachel seconded. All in favor. Motion carries. Doris makes the motion to approve Ordinance 2019-5. Rachel seconded. All in favor. Motion carries.

#### **Old Business:**

Drainage Update - Rachel: Rachel says she reached out to Storm Water Dept. because they did not respond to emailed photos. They did respond stating they received the email and photos and you are correct that the Town of Lynnville is not under the jurisdiction of the Warrick County Storm Water Dept. however we have been out there to take pictures and pull some information and there is additional

research to do and we are conferring with the drainage board. This is on their list of things to do and they will respond when they can. Mr. Bruner states he did find a statute that provides that the town can investigate a storm water nuisance if a complaint is filed. Mr. Bruner states he will give the council a copy of portions of this statute. He says it doesn't really have any teeth that he can find. Mr. Bruner says the board cannot do this, but the individual can file a petition to have an obstruction removed if it fits the legal criteria. It would be brought before the drainage board and determined whether it should be done, then it would be in their court at that point. They are not without a remedy. Stacy clarifies that the board cannot remedy that for them, but they can proceed.

Update on Handicap Laws for the Park: Stacy shows the board the book that has been obtained. Rachel thanks Lauri for printing out the ADA manual. Rachel spoke with them by phone as they did not respond to email. She was told if she had any questions to contact a local inspector.

Windows for Community Center Installation Scheduled: Doris - measurements were taken last Wednesday. Windows will take 4-6 weeks to make.

Update on Metzger's Road Repairs and Recreational Building Parking Quote: Waiting for bids. Doris states she has contacted 2 other companies and has kept dates and times for calls, but has received no response from either company.

Update on cleaning fallen trees at Lynnvilke Lake with Mike Ruedlinger: Doris states she is going to do it but hasn't met up with him yet.

**Mr. Bruner-Town Attorney:**

Wigodinski Case Update - Defendants failed to appear in court. A default eviction order was issued, 72 hour possession writ. Stacy says Sarah will want to keep advised of this situation in regards to the gentleman wishing to buy the personal property as he was at a stand-still until he knows this is all settled. Stacy makes sure that Sarah heard Mr. Bruner say that the eviction notice was granted. Sarah confirms that she did. Mr. Bruner states when he gets a copy of the eviction order he will email it to Lauri.

**Lauri Stockus- Clerk-Treasurer:**

Information for Ordinance Codification paperwork has been sent in so we are in their queue.

Stacy asks if all nuisance complaints that have been sent out were given the date of the next meeting which is September 3rd. Lauri answers in the affirmative. Stacy makes it clear that it is stated as "may appear" and it is a request. People do not have to appear.

**Tim Reibold- Fire Chief:**

The Fire Department will be holding an Open House on October 19, 2019 at the Fire Station. We will be renting the Community Center side so we will have more space to lay everything out. There will be a bounce house and games for the kids. We are working on fliers and as soon as they are done they will be

sent out to everybody. Doris asks about the purpose of the event as she fears this may be the same night as a scheduled Halloween Trick or Treat event at the Park. Tim says they can adjust their event time. Doris states she hopes the Fire Department will attend the Park event again this year, because the kids really enjoyed having the fire trucks out there. Doris asks if Sarah will give the board the dates tomorrow. Stacy states a lot of people have scheduled their camping for this event. Stacy explains to Tim that the Fire Department could hold their Open House event during the day and then attend the Park event in the evening. Tim states that they had planned to have it during lunch time hours.

The Fire Department will be ordering 2 new hand-held thermal imaging devices for fires. The 2 we have are obsolete and we cannot order new batteries for them.

The Fire Department will also order new quick neck fittings for the supply line we have for the engine.

Stacy asks if there have been any runs. Tim says that there have been 87 this year and at the last meeting they were at 85.

**Sarah Kolley – Park Manager:**

Sarah asks if John will be getting some help. She has heard from Lauri that someone has been hired to do town ground keeping work. Stacy says that a seasonal type employee has been hired. Stacy states the town comes first with mowing, weeding and ditching. If he has the time after these things are complete then she doesn't see why he couldn't extend over to the park. As to other things that were being looked at, some other options are being weighed and we won't be making any decisions on that until we get these other items in from people. Sarah says that John made a statement that if anyone wants to talk to him, he will talk to them about this. Doris states that John needs some help. Stacy says she is sure that he does need help, but we need to make sure that we utilize the people efficiently that we are paying on an hourly basis.

Stacy inquires as to whether the meter boxes have been painted. Sarah says Tammy has been scraping old paint off with a wire brush. Sarah planned to start painting today but the storms hit.

Stacy asks if there have been any issues with renters of the tan building. Sarah says no.

Doris says she has a question for Mr. Bruner about the tan building at the park. She would like to know if he has heard from Mr. Johnson. He states that he has not. Mr. Bruner says he will base the suit on the contract price since the board does not have an idea of what the cost will be to fix the tan building. Sarah says we started with one leak and ended with 12 when the metal was put on. Stacy asks Sarah to take pictures with her phone and email them to Lauri to give to Mr. Brunner for evidence.

John Edwards would like to ask a question directed to Sarah. He asks if there are any openings in the Lease section of the park. Mr. Gary Adams went out to the Park because he is interested in a lot and you were supposed to get with the board and get back with him and he still has not heard anything. Mr. Edwards states he was with Mr. Adams when Mr. Adams asked about a lot at the Park. Sarah asks if Mr.

Adams was asking about long term or camping. Mr. Edwards states this was for a lease. Stacy states that she does not know if there is anything in Mead Valley that we are willing to lease at this time. Mr. Edwards says that if Mr. Adams couldn't get anything out there he wanted to come into the Park. Sarah asks if he is a worker. Mr. Edwards says yeah he works. Sarah asks does he live away from here and work here because that is how the long stay extended sites generally work and what they are kept for. Mr. Edwards states that Mr. Adams is currently living with someone and looking to lease a site. Stacy says if Sarah has his number she can contact him. Sarah said sometimes people sell, but they sell before she even has a clue. She said sometimes they call and tell her and sometimes they don't. Mr. Edwards states he was just curious because Mr. Adams had made the inquiry back in July. Stacy asks if Sarah has the number. Sarah says she will get it from Mr. Edwards. Sarah will contact Mr. Adams to let him know nothing is available.

Trunk or Treat at the Park date will be clarified and Doris would like 12 signs. Doris tells Sarah the signs will be ordered when the date is given to her. The event will also be advertised in the Standard.

**Steve Bailes Water/Sewer Operator:**

Not Present. Stacy states Mr. Bailes turned in his report. She says that she is aware there has been some craziness at the station. The contractors equipment was broken into again. The lights were not working because there was a power issue, somebody cut a line. That has been fixed. Thieneman has had losses. The town has not lost anything according to Steve. Mr. Flowers has been made aware of the situation. It is up to Thieneman to file a report.

**Doris:**

S&C Construction bid for Community Center work as follows:

1. Remove and replace countertops with built in sink
2. Repair drywall
3. Install knobs on cabinet doors (knobs not included)
4. Repair damaged tile
5. Hook plumbing up.

Material and labor included in the amount of \$3000. Stacy states that the board has tabled this project in previous meetings, but now that they have a better idea of the budget for the Community Center, and the reasonable cost of the project, they are ready to move forward. Rachel makes the motion to approve the bid. Doris seconded. All in favor. Motion carries.

Two electric companies will be coming to offer bids at the Park. One company had to cancel today due to storms.

Doris states that John told her water is washing into the new garage when it rains hard. Doris told him to get some pricing for a drain to be put in.

**Stacy:**

Warrick Co. Broadband is a fiber optic plan that will make Warrick Co. a fiber optic community. The mainstream communication is going to start that project sometime in September. It appears the project has started on the northern end of the county. They will begin in the Elberfeld/Lynnville area starting off, but I am not sure when people will begin to sign on or when it is expected to be completed. It is another internet company coming through the county. We will be getting more information on this as they begin construction. Lauri should have information here as it comes in.

Another thing coming is the Public Safety Lit Tax and you will see this through the County Council. It is a local income tax increase used for public safety only. It is in the process of getting the approval of the council. Warrick Co. is at .5% in local income tax that is the second lowest in the state of Indiana, people might think that is great, but when you think of all the growth Warrick Co. has had we haven't made a lot of head way. The increase would bring the tax to 1%. What that means Lynnville, for a family making \$50,000 per year, the cost would be about \$5 per week on your income tax. This would provide about \$50,000 per year to be used for police. Stacy states she doesn't know how many times she has heard we don't have enough protection here. Stacy says we don't have the money for protection here. This money would go a long way towards police officers, at least 2 part-time. Now we are using Town Marshals off of the Warrick Co Police Dept. It is still a long way away, even if they pass it, before the money comes in. Stacy states that if you support it, you can email a county council member and let them know. Stacy says they think people will be against it and she doesn't know why people would be against more public safety officers. Doris asks if they would be able to buy a car. Stacy says absolutely, the money can be used for equipment, insurance and anything that has to do with public safety.

**Eric Erwin:**

Mr. Erwin states he has a few questions. He asks, pertaining to the Park, did you lose a helper. Eric says he was under the impression that the one hired here to mow in town was going to help John. Stacy answers that Mr. Barnes that was hired is a teacher and being a full time teacher was always going to go back to teaching when school started. Mr. Modlin did quit as the work was more than he wanted to do. Eric states you said earlier that you interviewed and hired someone, then asks for the name of the new hire. Stacy answers that the board has hired Chris Mays. Eric says asks if he is with the Fire Dept. Stacy says yes he is.

Eric now references the Handicap issues at the Park, he says that he raised his hand, but that Stacy may not have seen him. Stacy apologizes. Eric states that Stacy keeps referring to the manual which Eric says Mr. Bruner can assure her everything on Handicap is in there. Eric says that Stacy keeps referring to just the dock, the boat ramp area, but that is not what he put on that paper. There is no handicap parking. Stacy said it is her understanding that there is a slope on the concrete pad and we can get a sign if we have to. Stacy states that we are getting ready to redo that and are waiting on Mr. Metzger. Really there is no parking there if you look at it, it is just a concrete pad. Eric states that by law you have to have one parking spot for handicap and you also have to have that at your office. Sarah states that there is a handicap sign where the boat dock is. Eric states the dock and the gang plank are not handicap accessible as they are not level. You couldn't get a wheelchair on it if you wanted to. Rachel states we

are aware of that. Eric says you can look at your rules and regulations you can't just throw up a sign. Eric says to Doris you ought to know that because you carry a handicap placard. Sarah at this time addresses Eric stating she knows that Eric is angry because he is no longer on the board. Eric says he is not blaming Sarah. Eric says yes he is angry. When Sarah begins to speak again Eric says to her Sarah I'm sorry you don't have the floor. Eric says if she (Sarah) wants to speak she can come up and speak, Stacy you can recognize her. Eric says all he is trying to say is, there is no handicap parking at the tan building, there is none at the office, and none at the boat ramp. You guys can handle it however you see fit. Stacy says we are working on it, we are not just going to jump and put a sign up. We want to do things properly. Rachel states we want to be compliant. Eric states this is why he filled the paperwork out. Stacy says that is what she wants. Eric said he is not upset about it and he is sorry Sarah is upset about it. Sarah says she is upset because Eric is just nitpicking everything. Sarah tells Eric he is wasting everybody's time. Eric says Mr. Bruner can back this up, when you follow state and disability laws that is not a waste of time. At this time Stacy is asked to call it to order after an expletive is said. Sarah apologizes and says she will leave. Mr. Bruner says I think this has been covered, they say they are working on it. Mr. Bruner says he understands the problem and there is no point beleaguering it. Eric states that is not what he is doing. He says that at the last meeting and this meeting the boat ramp is what is being discussed and that is not what he is talking about. There are also public buildings that need handicap parking. I was just bringing it to your attention. Doris states that all of this paperwork has been printed out and phone calls made. Doris says she will meet with other state parks because they have to be state compliant. She says we are taking our time so we make sure we have it done correctly. Stacy says she does not recall all that was said at the last meeting but Mr. Erwin takes great notes and it is all being addressed but it is going to take time. Stacy states this is a small town with a small Park budget. We are not going to throw away dollars. We are going to take our time and do it right. Rachel states that the entire Park has been gone over for handicap issues. Stacy states it is time to move on and asks Eric what he would like to ask next. Eric inquiries about the construction at the Fire Department. Stacy answers that the concrete pad was poured to deal with drainage issues that have been going on for years. Eric states that he was curious because he has missed only one council meeting in July due to vacation and was unaware that this was happening or going to happen. Stacy states that the Fire Department told the council that this would be done. Eric then asks if it was discussed in a Council meeting. Stacy says yes and Eric says that must have been the one he missed. Eric then says he believes he has said enough and he will let the rest go. Stacy thanks Mr. Erwin.

**Rexanna Nuhring:**

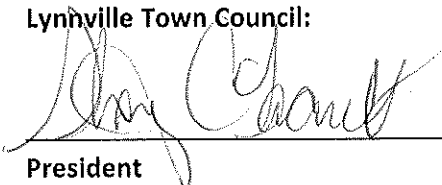
The little grate in front of the tree in the front of the cemetery is missing. Stacy states that this belongs to the cemetery. Karen caught John Haley at the cemetery and he said they would be contacting the council. Ms. Nuhring would like to know if the board has an ordinance to handle the issues or if they would be willing to contact the cemetery to speak with them about the issues. Ms. Nuhring is concerned that someone will step into the open hole and break their leg or be seriously injured. Stacy says she will speak with John. Doris says the cemetery board has known about this problem for 20 years. Ms. Nuhring says when she spoke with John he said he would talk to the cemetery board about the issues, but nothing seemed to be addressed. Mr. Bruner states this is more than a drainage issue, this is a safety issue. This area is between the road and the grass, it is a paved area. This area is used for parking. Mr.


Bruner states this may be a public nuisance at this point. Stacy tells Ms. Nuhring that she may fill out a public nuisance form.

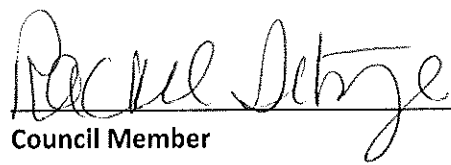
Next meeting September 3, 2019 at 6:00pm


Doris makes the motion to adjourn the meeting. Rachel seconded. All in favor. Meeting is adjourned.

Lynnhville Town Council:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

Attest:   
\_\_\_\_\_  
Clerk-Treasurer

# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

## TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - August 20, 2019 Board Meeting

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Installed by the TOWN OF LYNNVILLE-2018

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)
08/14/2019	27	ECONOMIC DEVELOPMENT	SEWER	3500.00	3500.00	1026	Grant Administration - Administration
08/14/2019	25	THIENEMAN CONSTRUCTION,	SEWER	128847.00	128847.00	1028	Contractor's Application #5
08/14/2019	241	SAM'S CLUB MC/SYNCB	PARK-OPERATIN	67.76	67.76	1058	Misc supplies
08/14/2019	200	WEX BANK	PARK-EQUIPMEN	296.82	296.82	1059	Monthly service
08/14/2019	1602	PAYROLL	PARK-HEAD	3130.51	3130.51	1060	Park Manager
08/20/2019	3	OFFICE THREE SIXTY, INC	PARK-OFFICE	44.54	44.54	1061	Toner
08/20/2019	52	EVANSVILLE WORM RANCH,	PARK-OPERATIN	40.80	40.80	1062	Red Wigglers 12@ \$1.70
08/20/2019	102	AIGNER HARDWARE	PARK-EQUIPMEN	156.19	156.19	1063	GFI covers, duplex covers
08/20/2019	191	A T & T MOBILITY	PARK-PHONE /	76.64	76.64	1064	Monthly service
08/20/2019	260	CELEBRATION ICE, LLC	PARK-OPERATIN	40.00	40.00	1065	20lb bag 5@ \$2.00
08/20/2019	265	STEVE ORTH	PARK-OPERATIN	112.50	112.50	1066	30 Bundles of wood @ \$3.75
08/14/2019	1602	PAYROLL	BUILDING /	18.00	18.00	1332	Fire-Building/Grounds
08/20/2019	42	LUTZ CONCRETE	NEW	8500.00	8500.00	1333	Concrete work behind Fire Dept
08/20/2019	151	NICHOLS FIRE & FLEET INC.	BUNKER GEAR	843.25	843.25	1334	Kent SAR vest
08/20/2019	200	WEX BANK	FUEL FOR	261.69	261.69	1335	Monthly service
08/20/2019	1202	LYNNVILLE VOL FIRE DEPT	PHONE /	39.58	39.58	1336	Reimburse - Directv
08/14/2019	1602	PAYROLL	COMM CNTR-	19.38	19.38	2151	Community Center-Repairs/Maint
08/20/2019	253	BYERS HEATING & AIR	COMM CNTR-	252.57	252.57	2152	Square D Non-fusible disconnect
08/09/2019	197	ADVANCED DISPOSAL	SLUDGE	279.24	279.24	3224	Monthly service
08/12/2019	235	BFI WASTE SERVICES OF	SLUDGE	98.99	98.99	3225	Monthly service
08/12/2019	99999	GENE HERR	MISC EXPENSE	2560.00	2560.00	3226	Refund for water tap fee-2646 LynnRidge
08/13/2019	152	FRONTIER	MISC EXPENSE	94.09	94.09	3227	Monthly service
08/13/2019	99999	INDIANA DEPARTMENT OF	MISC EXPENSE	60.00	60.00	3228	DSL Certification
08/14/2019	241	SAM'S CLUB MC/SYNCB	CHEMICALS	540.14	540.14	3229	Bleach
08/14/2019	200	WEX BANK	TRANSPORTATIO	588.08	588.08	3230	Monthly service
08/14/2019	1602	PAYROLL	SALARIES	4089.05	4089.05	3231	Water Wages
08/16/2019	31	DUKE ENERGY	PURCHASAED	496.04	496.04	3232	Monthly service
08/20/2019	3	OFFICE THREE SIXTY, INC	MATERIALS AND	76.49	76.49	3233	Copy paper
08/20/2019	16	HYDROMAX USA LLC	PROFESIONAL	1060.00	1060.00	3234	Skim and vac down chamber of pit
08/20/2019	102	AIGNER HARDWARE	MATERIALS AND	198.58	198.58	3235	Locks and edging
08/20/2019	191	A T & T MOBILITY	MISC EXPENSE	153.26	153.26	3236	Monthly service
08/20/2019	210	B-HIVE PRINTING	MISC EXPENSE	106.50	106.50	3237	Uniform shirts
08/20/2019	224	SERVICE PUMP & MACHINE'	PROFESIONAL	375.00	375.00	3238	Repair SBR #1 -bad floats
08/20/2019	1402	NEOPOST USA, INC.	MISC EXPENSE	124.35	124.35	3239	Equipment rental
08/14/2019	1602	PAYROLL	GEN-CLERK-TRE	1059.17	1059.17	6092	Gen Clerk Treasurer
08/16/2019	31	DUKE ENERGY	ELECTRIC	273.59	273.59	6093	Monthly service - 207 Main St
08/20/2019	3	OFFICE THREE SIXTY, INC	OFFICE SUPPLIES	12.44	12.44	6094	Business card holder
08/20/2019	44	AMERICAN LEGAL	CCI	1938.00	1938.00	6095	Code of Ordinances - 40% of \$4845.00
08/20/2019	249	KARLA KOLLEY	CLEANING	100.00	100.00	6096	Monthly service
08/20/2019	253	BYERS HEATING & AIR	BUILDING REPAIR	361.66	361.66	6097	Installation of epansion tank

# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - August 20, 2019 Board Meeting

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(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)
08/20/2019	255	DORIS HORN	TRAVEL	60.32	60.32	6098	Milage for Community Crossing class
07/01/2019	904	INDIANA DEPT OF	SALES TAX	2067.78	2067.78	14941	IN sales tax - INTax
07/31/2019	307	INVOICE CLOUD - BILL PAY	MISC EXPENSE	439.34	439.34	14942	Monthly service
07/05/2019	245	APPROVAL PAYMENT	MISC	397.53	397.53	14961	Monthly service
08/14/2019	2005	TRANSFEROF FUNDS	GEN-UNAPPROP	132347.00	132347.00	14966	Award:CFDA 14.228,B-16-DC-18-0001
08/14/2019	1602	PAYROLL	PAYROLL	6220.23	6220.23	14972	Net Entry
08/15/2019	2005	TRANSFEROF FUNDS	GEN-UNAPPROP	19.19	19.19	14978	Transfer - deposit went into wrong bank
		<b>Checks: 1026- 14978</b>		<b>302443.29</b>	<b>302443.29</b>		

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

August 20, 2019

[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 \$ 302443.29.

Dated this 20th day of August 2019.

[Signature]

[Signature]

Department Head signature

[Signature]

[Signature]

[Signature]

[Signature]

Signatures of Governing Board

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

All Funds

For the month of August 2019

Grouped By Bank

Ordered By Bank, Fund

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
**Bank 0							
101 GENERAL	115274.57	410587.67	404743.03	118429.62	137633.60	134944.01	121119.21
201 MVH - MOTOR VEHICLE HIGHWAY	257878.50	28789.33	11964.21	273732.44	1332.68	361.50	274703.62
202 LRS - LOCAL ROADS AND STREET	30430.27	8921.73	45.41	39306.59	0.00	0.00	39306.59
203 MVH-50% RESTRICTED	0.00	11628.50	209.85	11418.65	0.00	0.00	11418.65
217 PARK DONATION	460.01	0.00	0.00	460.01	0.00	0.00	460.01
218 BALL PARK DONATIONS	240.00	0.00	0.00	240.00	0.00	0.00	240.00
251 RAINY DAY FUND	22529.94	1858.00	0.00	24387.94	0.00	0.00	24387.94
401 CCI - CUMULATIVE CAPITAL IMPROVEMENTS	43067.90	1247.46	3384.72	42968.63	0.00	2037.99	40930.64
446 LIT - LOCAL INCOME TAX	148478.94	34250.00	27550.00	150897.69	4281.25	0.00	155178.94
SubTotal Bank 0	618360.13	497282.69	447897.22	661841.57	143247.53	137343.50	667745.60
**Bank 1							
601 WATER CASH OPERATING-DAILY DEPOSITS	188223.04	282440.16	314664.09	155243.29	18301.39	17545.57	155999.11
602 WATER-BOND/INTEREST	21228.14	5500.00	0.00	26228.14	500.00	0.00	26728.14
603 WATER-DEPRECIATING	61033.13	3500.00	0.00	64033.13	500.00	0.00	64533.13
604 WATER-CUSTOMER DEPOSITS	47588.26	2118.74	5060.64	44946.36	318.74	618.74	44646.36
605 WATER-OPERATING/MAINTENANCE	63328.06	7000.00	0.00	69328.06	1000.00	0.00	70328.06
606 SEWER CASH OPERATING-DAILY DEPOSITS	287137.74	262020.17	254975.93	285033.79	29839.81	20691.62	294181.98
607 SEWER-BOND/INTEREST	46561.33	56000.00	15336.25	80225.08	7000.00	0.00	87225.08
608 SEWER-DEPRECIATING	52733.62	10000.00	0.00	61733.62	1000.00	0.00	62733.62
609 SEWER-OPERATING/MAINTENANCE	8552.33	88621.51	33261.21	61912.63	2000.00	0.00	63912.63
611 TECUMSEH SCHOOL LINE	350.00	0.00	0.00	350.00	0.00	0.00	350.00
SubTotal Bank 1	776735.65	717200.58	623298.12	849034.10	60459.94	38855.93	870638.11
**Bank 4							
701 PAYROLL	3059.92	138921.88	138901.20	542.43	8758.40	6220.23	3080.60

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

All Funds

For the month of August 2019

Grouped By Bank

Ordered By Bank, Fund

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
SubTotal Bank 4	3059.92	138921.88	138901.20	542.43	8758.40	6220.23	3080.60
**Bank 5							
231 COMMUNITY CENTER	29008.89	9442.65	5860.15	32902.61	0.00	311.22	32591.39
SubTotal Bank 5	29008.89	9442.65	5860.15	32902.61	0.00	311.22	32591.39
**Bank 6							
208 FIRE TERRITORY EQUIPMENT	-97524.52	151530.53	34932.57	19073.44	0.00	-0.00	19073.44
209 FIRE PROTECTION-TERRITORY	229451.28	78072.00	223626.26	93588.85	851.00	10542.83	83897.02
SubTotal Bank 6	131926.76	229602.53	255558.83	112662.29	851.00	10542.83	102970.46
**Bank 8							
610 SEWER CONSTRUCTION	-13.00	1458448.77	1455924.77	2511.00	132347.00	132347.00	2511.00
SubTotal Bank 8	-13.00	1458448.77	1455924.77	2511.00	132347.00	132347.00	2511.00
**Bank 9							
204 LYNNVILLE PARK	205899.88	251003.67	254190.58	194246.61	15890.52	7424.16	202712.97
205 LYNNVILLE PARK	0.00	121472.15	111238.93	10233.22	0.00	0.00	10233.22
SubTotal Bank 9	205899.88	372475.82	365429.51	204479.83	15890.52	7424.16	212946.19
*** GRAND TOTAL ***	1764978.23	3423374.92	3295869.80	1863973.83	361554.39	333044.87	1892483.35





**Contractor's Application for Payment No. 6**

Applicator Period:	7/1/2019 thru 7/31/2019	Application Date:	7/31/2019
From (Contractor):	Thieneman Construction, Inc	Via (Engineer):	Commonwealth Engineers, Inc
Contract:	Lynnville WWTP Improvements	Engineer's Project No.:	S14074
Contractor's Project No.:	1814		
Owner's Contract No.:			

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	1	\$29,776.00	
TOTALS		\$29,776.00	
NET CHANGE BY CHANGE ORDERS		\$29,776.00	

1. ORIGINAL CONTRACT PRICE..... \$ 2,128,000.00
2. Net change by Change Orders..... \$ 29,776.00
3. Current Contract Price (Line 1 + 2)..... \$ 2,157,776.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 1,474,337.18
5. RETAINAGE:
  - a. 5% X \$1,777,774.46 Work Completed..... \$ 558,888.72
  - b. 5% X \$296,562.72 Stored Material..... \$ 14,828.14
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 573,716.86
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,400,620.32
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,015,547.61
8. AMOUNT DUE THIS APPLICATION..... \$ 385,072.71
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 757,155.68

**Contractor's Certification**

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through 5 inclusive; (2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Required lien waivers attached.

By: *Brad Robinson*  
Brad Robinson, Sr. Project Manager

Date: 8/15/2019

Payment of: \$ 385,072.71  
(Line 8 or other - attach explanation of the other amount)

is recommended by \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Lynnville WWTP Improvements		Application Number:	6	
Application Period:		7/1/2019 thru 7/31/2019		Application Date:	7/31/2019	
Specification Section No	Description	B Scheduled Value (\$)	C Work Completed		F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			D This Period	E Materials Presently Stored (not in C or D)		
<b>DIV 1</b>						
<b>General Requirements</b>						
1.001	Ponds & Insurance	\$40,000.00			\$40,000.00	100%
1.002	Monthly General Conditions	\$1,000.00	\$75,000.00		\$76,000.00	56%
1.003	Mobilization	\$95,000.00	\$95,000.00		\$95,000.00	100%
1.004	Dismobilization	\$10,600.00				
<b>DIV 2</b>						
<b>Sitework</b>						
2.001	Excavate for new SBRs	\$40,000.00	\$40,000.00		\$40,000.00	100%
2.002	Backfill new SBRs	\$20,000.00	\$5,000.00		\$5,000.00	25%
2.003	Rough Grade/Finish Grade site	\$3,500.00				
2.004	Excavate/Backfill New UV Structure	\$2,000.00				
2.005	Granular Drives and Parking Lot	\$8,000.00				
2.006	Erosion Control	\$17,500.00			\$17,500.00	100%
2.007	Demo Existing Lift Stations	\$7,500.00				
2.008	Demo Existing SBR and Digester Equipment	\$10,000.00				
2.009	Demo Existing UV Equipment	\$1,200.00				
2.010	Modify Existing Lab Building	\$4,200.00			\$2,100.00	30%
2.011	Fence and Gate	\$9,000.00			\$9,000.00	100%
2.012	Sealing	\$3,500.00				
<b>DIV 3</b>						
<b>Concrete</b>						
3.001	SBR #4 & #5 slab	\$112,000.00	\$112,000.00		\$112,000.00	100%
3.002	SBR #4 & #5 walls	\$319,800.00	\$319,800.00		\$319,800.00	100%
3.003	UV Structure	\$7,500.00				
3.004	Sludge Dumps/ster Pads	\$27,900.00				
3.005	Blower Pads	\$12,000.00				
3.006	Great SBR Floor	\$22,400.00			\$22,400.00	100%
<b>DIV 5</b>						
<b>Metals</b>						
5.001	Misc Metals Packages (Material Only)	\$50,000.00			\$40,997.61	82%
5.002	SBR Shafts and Metal Walkways	\$30,000.00				
5.003	David Cranes	\$5,000.00				
<b>DIV 9</b>						
<b>Coatings</b>						
9.001	Paint & Coatings	\$11,000.00	\$5,500.00		\$5,500.00	30%
<b>DIV 11</b>						
<b>Process Equipment Ponds</b>						
11.001	Influent Screen	\$55,000.00			\$1,930.00	94%
11.002	Influent Pump and Controls	\$40,000.00			\$0,797.00	77%
11.003	SBR Coarse Aerator	\$5,000.00	\$5,000.00		\$5,000.00	100%
11.004	SBR Influent Valves	\$12,000.00	\$9,000.00		\$9,000.00	75%
11.005	SBR Mixers	\$5,000.00	\$2,500.00		\$2,500.00	50%
11.006	SBR Decanters	\$7,500.00	\$1,750.00		\$1,750.00	30%
11.007	SBR Flow Meters	\$2,500.00				
11.008	SBR Retrievable Coarse Bubble Diffusers	\$5,000.00				
11.009	SBR WAS Pumps	\$7,500.00	\$3,750.00		\$3,750.00	50%
11.010	SBR Digester Pump	\$7,500.00	\$7,500.00		\$7,500.00	100%
11.011	SBR Hoppers	\$6,000.00				
11.012	SBR Electrical	\$35,000.00				
11.013	SBR Materials	\$110,000.00				
11.014	UV Disinfection	\$50,000.00	\$230,695.46		\$310,000.00	100%

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): **Lynnville WWTP Improvements** Application Number: **6**  
 Application Period: **7/1/2019 thru 7/31/2019** Application Date: **7/31/2019**

Specification Section No	Description	B Scheduled Value (\$)	Work Completed		F Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + F)	F %	G Balance to Finish (B - F)
			C From Previous Application (C - D)	D This Period				
11015	Sludge Base System and Hdr	\$30,000						\$30,000.00
11016	Randers Round Lift Station Pumps and Controls	\$10,000	\$22,500.00			\$22,500.00	75%	\$7,500.00
11017	4th St Lift Station Pumps and Controls	\$10,000	\$22,500.00			\$22,500.00	75%	\$7,500.00
11018	Relocate Sump	\$1,000						\$1,000.00
<b>Div 13</b>	<b>Instrumentation &amp; Monitoring</b>							
13001	Process Control System	\$15,000						\$15,000.00
<b>Div 15</b>	<b>UG Process Pipe</b>							
15001	Line N-0	\$2,500						\$2,500.00
15002	Line N-1	\$1,500						\$1,500.00
15003	Line N-2	\$3,500						\$3,500.00
15004	Line N-3	\$2,000						\$2,000.00
15005	Line N-4	\$2,000						\$2,000.00
15006	Line N-5	\$1,500						\$1,500.00
15007	Line N-6	\$1,500						\$1,500.00
15008	Line N-7	\$1,500						\$1,500.00
15009	Line N-8	\$4,500						\$4,500.00
15010	Line N-9	\$1,500	\$4,500.00			\$4,500.00	100%	\$1,500.00
15011	Line N-10	\$4,000						\$4,000.00
15012	Line N-11	\$3,500						\$3,500.00
15013	Line N-11A	\$1,000	\$850.00			\$850.00	85%	\$150.00
15014	Line N-12	\$1,500						\$1,500.00
15015	Line N-13	\$1,500	\$1,500.00			\$1,500.00	100%	
15016	Line N-14	\$15,000						\$15,000.00
15017	Line N-15	\$5,000						\$5,000.00
15018	Ductile Iron Pipe Materials	\$40,000			\$33,800.57	\$33,800.57	81%	\$6,199.43
15019	valve Materials	\$35,000			9,643.00	\$9,643.00	28%	\$25,357.00
15020	PVC Pipe Materials	\$7,500						\$7,500.00
<b>Div 15</b>	<b>Precast</b>							
15021	New Lift Station Wet Well	\$24,500	\$24,500.00			\$24,500.00	100%	
15022	New Valve Vault	\$8,000.00	\$8,000.00			\$8,000.00	80%	\$2,000.00
15023	New SBK Inflow Valve Vault	\$10,000	\$8,000.00			\$8,000.00	80%	\$2,000.00
15024	New Effluent Flow Meter Vault	\$5,000						\$5,000.00
<b>Div 15</b>	<b>Exp. Pipe</b>							
15025	New Inflow Lift Station & Valve Vault	\$5,000	\$2,500.00			\$2,500.00	50%	\$2,500.00
15026	New SBK Inflow Valve Vault	\$7,500	\$2,500.00			\$2,500.00	100%	
15027	SBK #1 and #2 Piping	\$10,000	\$2,000.00			\$2,000.00	20%	\$8,000.00
15028	Blower Piping	\$10,000						\$10,000.00
15029	Building HVAC	\$22,400	\$22,400.00			\$22,400.00	100%	
<b>Div 16</b>	<b>Electrical</b>							
16000	UG trenching, conduit & backfill	\$5,000	\$1,500.00			\$1,500.00	70%	\$1,500.00
16001	Generator Enclosure	\$2,500						\$2,500.00
16002	Temporary Electric hookup	\$15,000	\$15,000.00			\$15,000.00	100%	
16003	New Inflow Lift Station and Inflow Screen	\$40,000						\$40,000.00
16004	Modified Electrical at Blower Building	\$20,000						\$20,000.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Lynnville WWTP Improvements		Application Number: 6		
Application Period		7/1/2019 thru 7/31/2019		Application Date: 7/31/2019		
Specification Section No.	Description	B Scheduled Value (\$)	Work Completed		F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C-D)	D This Period		
16001	New Electrical at SBR's	\$25,000				\$25,000.00
16006	New Electrical at New Diester/Excess Flow Tank	\$10,000				\$10,000.00
16007	Modified Electrical at Existing Lab/Central Building	\$20,000				\$20,000.00
16008	New Electrical at UV Structure	\$10,000				\$10,000.00
	<b>SUBTOTALS</b>	<b>\$2,128,000.00</b>	<b>\$772,800.00</b>	<b>\$391,445.46</b>	<b>\$1,460,808.78</b>	<b>\$667,191.82</b>
CO #1	Insulate and Heat Trace Sludge Line	\$10,425				\$10,425.00
CO #1	Water Line Delay	\$16,707		\$16,707.00	\$16,707.00	
CO #1	Emergency Water Line Repair	\$4,593		\$4,593.00	\$4,593.00	
CO #1	SBR Subgrade Undercut	\$5,807		\$5,807.00	\$5,807.00	
CO #1	Electrical Room Modifications	\$11,599				\$11,599.00
CO #1	New Electrical Room HVAC Duct	\$13,578				\$13,578.00
CO #1	Existing SBR Panels to Remain Deduct	\$10,176				\$10,176.00
CO #1	Cleaning and Painting Elec. Room	\$4,399				\$4,399.00
	<b>Totals</b>	<b>\$2,157,776.00</b>	<b>\$772,800.00</b>	<b>\$404,974.46</b>	<b>\$1,474,337.18</b>	<b>\$683,438.82</b>
						<b>68%</b>



# Stored Material Summary

# Contractor's Application

A		B		C		D		L	F		G
Bid Item No	Supplier Invoice No	Submital No (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previous Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Stored to Date (F + L)	Incorporated in Work (Pure Monthly Year)	Amount (\$)	Materials Remaining in Storage (\$ (F + E - F))
15019	887628916279700	WM-16	Jobsite	Valves	3/2019	\$3,706.00		\$3,706.00			\$1,706.00
5001	62226	WM-19	County Materials	Access Hatches	3/2019	\$1,442.61		\$1,442.61			\$1,442.61
15018	K2323 89 / K178291	WM-17	Jobsite	Ductile Iron Pipe Materials	4/2019	\$16,443.29		\$16,443.29	6/2019	\$16,443.29	
15019	92385	WM-16	Jobsite	Valve Materials	1/2019	\$5,937.00		\$5,937.00			\$5,937.00
11001	76140	DS-09	Am Pump	Influent Screen	6/2019	\$51,930.00		\$51,930.00			\$51,930.00
11005	37405	DS-10	Jobsite	Pump	6/2019	\$30,792.00		\$30,792.00			\$30,792.00
11013	11020208	DS-11	Jobsite	SBR Materials	9/2019	\$137,800.00		\$137,800.00			\$137,800.00
5001		WM-19	Melb0	Misc Metals	4/2019	\$39,555.00		\$39,555.00	7/2019	\$88,495.46	\$79,304.54
15018	K494671	WM-19	Jobsite	Pipe	6/2019	\$8,586.58		\$8,586.58			\$8,586.58
15018	K690587	WM-19	Jobsite	Pipe	7/2019		\$5,416.19	\$5,416.19			\$5,416.19
15018	0168327	WM-19	Jobsite	Pipe Materials	7/2019		\$3,444.51	\$3,444.51			\$3,444.51
	0168944										
	0169650										
	0169650-1										
11014	S13R4307		Jobsite	UV Materials	7/2019		\$55,000.00	\$55,000.00			\$55,000.00
<b>Totals</b>								<b>\$296,197.48</b>		<b>\$74,938.75</b>	<b>\$185,119.43</b>

Application Number 6

Application Date 7/31/2019

Lynnville WWTP Improvements  
7/1/2019 thru 7/31/2019

Contractor Pay Estimate No. 6

THE CONTRACTOR'S

Escrow Pay Estimate No. 6

Payment Period from 7/1/2019 thru 7/31/2019

1.	Total Value of Original Contract Work Completed This Estimate Period:	\$ 391,445.46
2.	Total Value of Change Order Work Completed This Estimate Period:	\$ 13,529.00
3.	Total Net Contract Work Completed This Estimate Period:	\$ 404,974.46
4.	Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$ 296,197.48
5.	Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$ 296,562.72
6.	Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$ 365.24
7.	Total Value of ALL Work Completed & Stored Material This Estimate Period: (Line 3 + Line 6)	\$ 405,339.70
8.	Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$ 20,266.99
9.	Total Amount Due to Contractor This Estimate Period:	\$ 385,072.71

## Partial Waiver of Lien

State of Indiana, ss

WHEREAS, the undersigned Thieneman Construction, Inc. has been heretofore

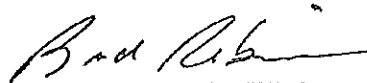
employed by Town of Lynnville to furnish certain material and labor, to  
wit: General Contracting for the WWTP Improvements located at  
11455 Spurgeon Road, Lynnville, IN 47619

County of Warrick, State of Indiana.

Now Therefore, Know Ye, that the undersigned, for and in consideration of  
Three Hundred Eighty Five Thousand Seventy Two Dollars and Seventy One Cents (\$385,072.71) the receipt of  
which is hereby acknowledged, hereby and now waives and releases unto the said owner of said premises  
any and all lien, right of lien or claim of whatsoever kind of character on the above described building and  
real estate, to and for said amount, on account of any and all labor material, or both, furnished for or  
incorporated into said building by the undersigned, up to this date, and we further certify that the  
consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been conditionally  
given until receipt of part payment to or on account of the said Town of Lynnville for said building and real  
estate.

Signed, sealed and delivered this 15th day of August, 2019.

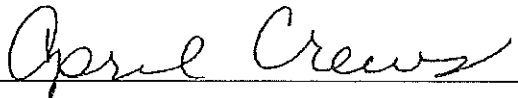
Signed



Brad Robinson, SR. Project Manager

Personally appeared before me this 15th day of August, 2019. Brad Robinson who, being duly sworn on oath,  
says: That he is Sr. Project Manager of Thieneman Construction, Inc. and that he hereby acknowledges the  
execution of the foregoing instrument for and on behalf of said Town of Lynnville and at their special instance  
and request.

Notary Public



Residing in: Hamilton  
My Commission Expires: 4/6/2022



APRIL CREWS

Notary Public - Seal  
State of Indiana

My Commission Expires April 6, 2022

**INVOICE**

Economic Development Coalition of Southwest Indiana, Inc.  
P.O. Box 3895  
Evansville, IN 47737  
812-423-2020

INVOICE # : INV02425  
DATE : 08/19/2019  
DUE DATE : 08/19/2019  
  
TOTAL AMOUNT : \$3,500.00  
TOTAL DUE : \$3,500.00

Bill to: Town of Lynnville  
Attn: Town of Lynnville  
P.O. Box 99  
Lynnville, IN 47619  
USA

Thank you for your continued support!

DESCRIPTION / MEMO	AMOUNT
Lynnville Wastewater Grant Administration Lynnville Wastewater Project (WW-16-117) for \$3,500.00 (\$2,500 for Administration and \$1,000 for Labor Standards)	\$3,500.00

TOTAL AMOUNT: \$3,500.00

Economic Development Coalition of Southwest Indiana, Inc.  
P.O. Box 3895  
Evansville, IN 47737  
United States

TOTAL DUE: \$3,500.00

Customer Id: C0209  
Invoice #: INV02425

AMOUNT ENCLOSED:

Bill to: Town of Lynnville  
Attn: Town of Lynnville  
P.O. Box 99  
Lynnville, IN 47619  
USA

Remit to: Economic Development Coalition of  
Southwest Indiana, Inc.  
P.O. Box 3895  
Evansville, IN 47737  
United States

ORDINANCE NO. 2019-4

AN ORDINANCE TO AMEND ORDINANCE NO. 2018-6, AN ORDINANCE REGULATING PUBLIC NUISANCES IN THE TOWN OF LYNNVILLE, INDIANA

WHEREAS, the Town Council of the Town of Lynnville, Indiana has determined that it would be in the best interest of the health, safety, and beautification of the Town of Lynnville, Indiana to amend Ordinance No.2018-6 Regulating Public Nuisances in the Town of Lynnville, Indiana, by providing for a preliminary findings as to whether a public nuisance may exist, before sending the complaint to the person, firm or corporation against whom the complaint is made, and

WHEREAS, the Town Council has such authority pursuant to IC 36-8-2, et. seq. and IC 32-30-6-6,

NOW BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, AS FOLLOWS:

That Section I of Ordinance No. 2018-6 is hereby amended to read as follows:

SECTION I

That any person may file a complaint, in person or notarized, upon the form prescribed by the Lynnville Town Council, alleging a public nuisance. Anonymous complaints will not be accepted.

Upon the filing of the complaint:

a. The Lynnville Town Clerk-Treasurer, upon receipt of the complaint, shall forward it to a Town Council Member. The Council Member to whom the complaint is forwarded shall inspect the location of the alleged nuisance and make preliminary findings as to whether or not, in her or his opinion, there is sufficient evidence to proceed with the complaint. The findings shall be reported to the Clerk-Treasurer who, if the report finds there is sufficient evidence to proceed, shall proceed in accordance with paragraph 2 of this section. The preliminary findings shall not be conclusive as to whether or not a public nuisance exists.

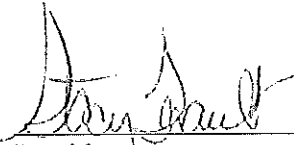
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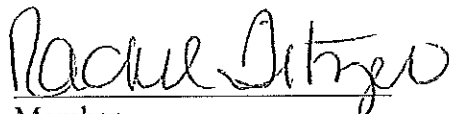
b. The Clerk-Treasurer shall notify the person, firm or corporation about whom the complaint is made, and sufficient evidence found, by sending them a copy of the complaint together with a written notice stating that they may attend a meeting of the Lynnville Town Council, to respond to the complaint. The notice shall, in addition to the complaint, provide a time, date, and place of the meeting. The notice shall be sent by first class United States mail, postage pre-paid and certified, or served by the Lynnville Town Marshall, with the Marshall to make a return of service, at the address shown on the complaint.

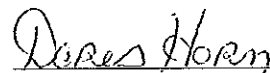
SECTION II

Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned.

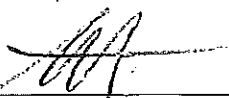
Passed and adopted by the Town Council of the Town of Lynnville, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

ATTEST:

  
\_\_\_\_\_  
Clerk-Treasurer

ORDINANCE NO. 2018- 6

AN ORDINANCE REGULATING PUBLIC NUISANCES  
IN THE TOWN OF LYNNVILLE, INDIANA

WHEREAS, THE Town Council of the town of Lynnville, Indiana has determined that it would be in the best interest of the health, safety, and beautification of the Town of Lynnville, Indiana, to regulate by Ordinance Public Nuisances in the Town of Lynnville, Indiana, and

WHEREAS, the Town Council has such authority pursuant to IC 36-8-2, et. Seq. and IC 32-30-6-6,

NOW BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, AS FOLLOWS:

SECTION 1

That any person may file a complaint, in person or notarized, upon the form prescribed by the Lynnville Town Council, alleging a public nuisance. Anonymous complaints will not be accepted.

Upon the filing of the complaint:

a. The Lynnville Town Clerk-Treasurer shall notify the person, firm or corporation About whom the complaint is made, by sending them a copy of the complaint together with a written notice stating that they may attend a meeting of the Lynnville Town Council, to respond to the complaint. The notice shall, in addition to the complaint, provide a time, date, and place of the meeting. The notice shall be sent by first class United States mail, postage pre-paid and certified, at the address shown on the complaint.

b. A Town Council member shall inspect the location of the alleged nuisance and shall report his or her findings to the Lynnville Town Council at the meeting referred to in the preceding sub-paragraph

SECTION II

The Lynnville Town Council, pursuant to the information presented at the meeting, shall determine whether or not a public nuisance exists and, if it finds that a public nuisance does exist, the person, firm or corporation complained of shall have thirty days (30) from the date of the meeting, or such time as the Lynnville Town Council shall determine, to abate the public nuisance.

SECTION III

A public nuisance, for purposes of this ordinance, means whatever is (1) injurious to health; (2) indecent; (3) offensive to the senses; (4) an obstruction to the free use of property; so as essentially to interfere with the comfortable enjoyment of life or property.

SECTION IV

In the event the nuisance is not abated within the time specified in this Ordinance, or within the time granted by the Lynnville Town Council, the Town Council may authorize the town attorney to bring an action in its name, in court, to abate the public nuisance.

SECTION V

Any person, firm or corporation, or anyone acting on behalf thereof who violates this Ordinance shall be subject to a penalty of not less than ten dollars (\$10.00) per day and not more than three hundred dollars (\$300.00) for each day's violation.

SECTION VI

This Ordinance shall be effective and enforceable following its date of passage immediately upon compliance with the publication requirements provided by law.

SECTION VII

Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned and Ordinance 2012-3, as amended, is hereby repealed in its entirety.

Passed and adopted by the Town Council of the Town of Lynnville, Indiana, this 17  
day of November, 2018

Doris Horn

President

Mark Chaulk

Member

[Signature]

Member

ATTEST:

Sheridan Jones

Clerk-Treasurer

ORDINANCE NO. 2019-5

AN ORDINANCE TO AMEND ORDINANCE NO. 2017-6, AN ORDINANCE REGULATING THE HEIGHT OF GRASS, WEEDS AND SIMILAR VEGETATION IN THE TOWN OF LYNNVILLE, INDIANA, AND PROVIDING PENALTIES FOR VIOLATIONS OF SUCH REGULATIONS

WHEREAS, the Town Council of the Town of Lynnville, Indiana has determined that it would be in the best interest of the health, safety, and beautification of the Town of Lynnville, Indiana to amend Ordinance No.2018-6 Regulating Public Nuisances in the Town of Lynnville, Indiana, by providing for a preliminary findings as to whether a violation of this ordinance may exist, before sending the complaint to the person, firm or corporation against whom the complaint is made, and

WHEREAS, the Town Council has such authority pursuant to IC 36-8-2, et. seq. and IC 32-30-6-6,

NOW BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF LYNNVILLE, INDIANA, AS FOLLOWS:

That Section IV of Ordinance No. 2017-6 is hereby amended to read as follows:

SECTION IV

The Lynnville Town Clerk-Treasurer, upon the written complaint of any citizen of the Town of Lynnville that a violation of this Ordinance exists shall forward the complaint to a Town Council Member. The Council Member to whom the complaint is forwarded shall inspect the location of the alleged ordinance violation and make preliminary findings as to whether or not, in her or his opinion, there is sufficient evidence to proceed with the complaint. The findings shall be reported to the Clerk-Treasurer who, if the report finds there is sufficient evidence to proceed, shall issue a five (5) day written notice to cut and remove the grass, weeds and similar vegetation, as provided for herein, which shall be served by certified mail, return receipt requested, or served by the Lynnville Town Marshall, with the Marshall to make a return of service, to the last known address of the owner of the real property as indicated in the records of

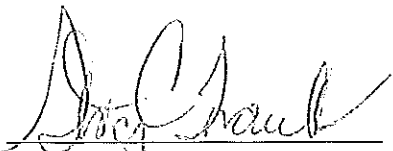
the Warrick County Auditor on the date of notice. Said notice shall remain effective for the remainder of the calendar year in which it is given.

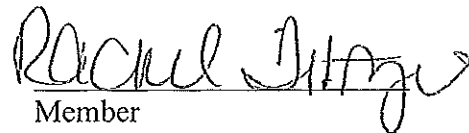
Marshall to make a return of service, at the address shown on the complaint.

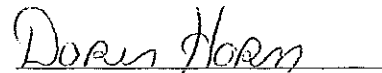
SECTION II

Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned.


Passed and adopted by the Town Council of the Town of Lynnville, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

ATTEST:

  
\_\_\_\_\_  
Clerk-Treasurer

ORDINANCE NO. 2017- 6

AN ORDINANCE REGULATING THE HEIGHT OF GRASS, WEEDS AND SIMILAR VEGETATION IN THE TOWN OF LYNNVILLE, INDIANA, AND PROVIDING PEANLTIES FOR VIOLATIONS OF SUCH REGULATIONS

WHEREAS, the Town Council of the Town of Lynnville, Indiana, deems it necessary and in the best interest of the citizens of the Town of Lynnville to establish an ordinance regulating the height of grass, weeds and similar vegetation in the Town of Lynnville,

WHEREAS, the height of grass, weeds and similar vegetation within the Town of Lynnville, Indiana substantially affects such matters as health and safety by providing habitat for unwanted animals or other pests and the general appearance of the Town of Lynnville, and

WHEREAS, the height of grass, weeds and similar vegetation are matters over which the Town must exercise the control set forth in this ordinance

NOW BE IT ORDAINED, BY THE Town Council the Town of Lynnville, Indiana, as follows:

SECTION I

The following are definitions which apply to this ordinance:

- a. Inhabited lot or parcel shall mean any lot or parcel of real estate located withing the Town of Lynnville that has a structure or mobile home located thereon.
- b. Vacant lot or parcel shall mean any lot or parcel of real estate located within the Town of Lynnville that does not have a structure or mobile home located thereon.

SECTION II

It is hereby declared to be unlawful, a public nuisance and a violation of this ordinance (a) for the owner of property within the corporate limits of the Town of Lynnville, Indiana to permit the growth of grass, weeds and similar vegetation in excess of 8 (eight) inches in height upon an inhabited lot or parcel and (b) for the owner of a vacant lot or parcel to permit the growth of grass, weeds and similar vegetation in excess of 12 (twelve) inches.

SECTION III

Areas located within the corporate limits of the Town which are (a) used for agricultural purposes, and (b) ornamental or other decorative grasses or garden plants specifically planted for landscape or human consumption purposes, are exempt.

#### SECTION IV

The Lynnville Town Clerk-Treasurer, upon the written complaint of any citizen of the Town of Lynnville, or upon the complaint by any member of the Town Council, that a violation of this Ordinance exists, shall issue a five (5) day written notice to cut and remove the grass, weeds and similar vegetation, as provided for herein, which shall be served by certified mail, return receipt requested, to the last known address of the owner of the real property as indicated in the records of the Warrick County Auditor on the date of notice. Said notice shall remain effective for the remainder of the calendar year in which it is given.

#### SECTION V

If the real property owner fails to cut and remove the grass, weeds and similar vegetation, in order to abate the violation, within the five (5) day time prescribed by the written notice of violation, the Water Department of the Town of Lynnville, or its contractors, may enter the real property to cut and remove the grass, weeds and other vegetation.

#### SECTION VI

The Lynnville Clerk-Treasurer shall, following the removal of grass, weeds and similar vegetation by the Water Department of the Town of Lynnville, or its contractors, prepare a certified statement of the actual costs incurred by the Town of Lynnville in the cutting and removal of the grass, weeds and similar vegetation, in order to abate the violation, including administrative costs and removal costs. The certified statement shall be delivered to the real property owner by certified mail, return receipt requested, at his last known address. If the real property owner fails to pay the certified amount within ten (10) days after receiving the certified statement, the Lynnville Clerk-Treasurer shall certify to the Warrick County Auditor the amount of the original certified statement plus any additional administrative costs incurred in the certification process. The Warrick County Auditor shall place the total amount certified on the tax duplicate for the property affected and the total amount, including accrued interest, shall be collected as delinquent taxes are collected and shall be disbursed to the general fund of the Town of Lynnville.

#### SECTION VII

If the real property owner fails to cut and remove the grass, weeds and vegetation, in order to abate the violation, within the five (5) day time prescribed by the written notice of

violation, the ordinance violation may be enforced under proceedings brought pursuant to IC 34-28-5-1, et. seq. in a manner similar to that of infractions, with the complaint and summons described in IC 9-30-3-6 issued by the Lynnville Town Marshal.

Any person who violates any provision of this Ordinance shall be subject to a civil penalty of One-Hundred Dollars (\$100.00) for the first violation in any calendar year, with the second violation during any calendar year carrying a civil penalty of Two-Hundred Fifty Dollars (\$250.00), with any third and subsequent violations during any calendar year carrying a civil penalty of Five-Hundred Dollars (\$500.00) each.

SECTION VIII

The real property owner may appeal a notice of violation or a certified statement of costs issued under this Ordinance, to the Lynnville Town Council, in writing, which must be filed with the Lynnville Clerk-Treasurer, within five (5) days of the date of the notice of violation or certified statement requesting a hearing at the next Town Council meeting and the matter will be heard at the next Town Council meeting. The decision of Lynnville Town Council on all appeals shall be final.

SECTION IX

This Ordinance shall be effective and enforceable following its date of passage immediate upon compliance with the publication requirements provided by the law.

SECTION X

Ordinance No. 2012-3 and any and all other ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND ADOPTED by the Town Council of the Town Of Lynnville, Indiana, this 15 day of August, 2017.

Doris Hester  
President  
[Signature]  
Member  
[Signature]  
Member

ATTEST:

[Signature]  
Clerk-Treasurer

**S-n-C Construction INC**

13703 N Green River Rd  
 Evansville, IN 47725  
 (812)499-7865  
 RSC1209

**Estimate**

<b>Date</b>	<b>Estimate #</b>
7/2/2019	1
<b>Customer</b>	<b>Job</b>

<b>Customer Information</b>

Description	Qty	Rate	Amount
remove and replace countertops with built in sink			
Material, per	1	1,625.00	1,625.00
Labor, per	1	385.00	385.00
repair drywall			
Labor, per	1	180.00	180.00
install knobs on cabinet doors knobs not included			
Labor, per	1	180.00	180.00
repair damaged tile			
Material, per	1	30.00	30.00
Labor, per	1	120.00	120.00
hook plumbing up			
Material, per	1	120.00	120.00
Labor, per	1	360.00	360.00
<hr/>			
*Project Subtotal			3,000.00
*Project Total			3,000.00
		<b>Total</b>	<b>3,000.00</b>

*Doris  
 will call to  
 schedule work*

§ 36-9-27.4-9. Petition for removal of obstruction.

## Indiana Statutes

### Title 36. LOCAL GOVERNMENT

#### Article 9. TRANSPORTATION AND PUBLIC WORKS

#### Chapter 27.4. REMOVAL OF OBSTRUCTIONS IN MUTUAL DRAINS AND NATURAL SURFACE WATERCOURSES

*Current through P.L. 293-2019*

#### § 36-9-27.4-9. Petition for removal of obstruction

If:

- (1) a person who owns a tract of land seeks the removal of an obstruction from a drain or natural surface watercourse located outside the person's tract in order to promote better drainage of the person's tract; and
- (2) the owner of the land on which the obstruction is located, upon request, does not remove the obstruction;  
the person seeking the removal of the obstruction may file a petition under this chapter asking the drainage board in the county in which the obstruction is located to remove, or authorize or order the removal of, the obstruction under this chapter.

Cite as IC 36-9-27.4-9

History. As added by P.L. 239-1996, SEC.3 and P.L. 240-1996, SEC.2.

Steve

Daily Work Log

August 2019

30. Daily Labs - Locates - work w/ electricians on (LS)
31. Daily Labs - Locates - Maintenance on blower 1-3  
Labs for State
1. Work on MKO and order for TTHM & HAAS Tests
2. Daily Labs - Locates - Maint. on blower 2-4
3. WEEKEND LABS
4. WEEKEND LABS
5. Daily Labs - Locates - RSDW for Indot - Add Chemis to SBE
6. Daily Labs - Locates - Work on RSDW Indot - Add Chemis to SBRs  
MARCUS + 1 hr
7. ~~Daily~~ Weekly Labs - Locates - order Lab materials
8. Daily Labs - Locates
9. Sick Day
10. WEEK END LABS
11. WEEK END LABS
12. Daily Labs & Sample - Locates - Work w/ Electricians  
at office moving PLC BOARDS
13. Daily/Weekly Labs - MARCUS 4pm
- 14.

Gary

Daily Work Log  
August 2019

30. LIFTSTATIONS - pump sludge - Tower cell - Locusts

31. LIFTSTATIONS - pump sludge - Tower cell - Flush Hydr - REKend

1. LIFTSTATIONS - pump sludge - Tower cell - Flush Hydr - First Road

2. pump sludge - LIFTSTATIONS - Flush - Tower cell -

3. CALIBRATIONS

4. CALIBRATIONS

5. pump sludge - Tower cell - LIFTSTATIONS - Flush - Locusts

6. pump sludge - Tower cell - LIFTSTATIONS Flush

7. pump sludge - Tower cell - LIFTSTATIONS Flush

8. LIFTSTATIONS - pump sludge - Tower cell

9. LIFTSTATIONS - pump sludge - Tower cell

10. CALIBRATIONS

11. CALIBRATIONS


12. pump sludge - LIFTSTATIONS - Flush - Tower cell

13. pump sludge - LIFTSTATIONS - Flush - Tower cell

14.

Steve Bell

**Time Sheet**  
**Town of Lynnville**  
**August 2019**

<b>Employee Name: Robert Modlin</b>				<b>Manager Approval:</b> 			
		(M)	30 (T)	31 (W)	1(T)	2(F)	3(S)
Com Ctr							
Fire							
Park							
Town Hall			1	2			
Wtr/Swr			5 1/2	5 1/2			

**Daily Work Log**

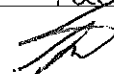
Com Ctr							
Fire							
Park			10.01	10.01			
Town Hall							
Wtr/Swr			Weed Clean Ditches	Weed Clean mow Weed			

**Comment:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OFFICE USE ONLY**

Com Ctr		2				2
Fire		2				2
Park						1
Town Hall	3	2				5
Wtr/Swr	11	.6				11.5
<b>Total</b>	14	6.5				20.5

5.75  
 - 5.75  
 -----  
 11.50



**Time Sheet  
Town of Lynnville  
August 2019**

**Employee Name: Robert Modlin** **Manager Approval:**

**Hours**

	4(S)	5(M)	6(T)	7(W)	8(T)	9(F)	10(S)
Com Ctr	2	Quit					
Fire	2						
Park							
Town Hall	2						
Wtr/Swr	1/2						

**Daily Work Log**

Com Ctr	mow						
Fire	mow						
Park							
Town Hall	Trash Flowers mow						
Wtr/Swr							

**Comment:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OFFICE USE ONLY**

Com Ctr	2						
Fire	2						
Park							
Town Hall	2						
Wtr/Swr	1/2						
<b>Total</b>	<b>6.5</b>						

*Steve B...*

8/29/19

