

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

AGENDA FOR:

TOWN OF GREENVILLE, INDIANA

MONTHLY MEETING FOR MONDAY, APRIL 09, 2012

- 1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT:** Talbotte Richardson
- 2. OPENING MEETING WITH PRAYER AND PLEDGE OF ALLEGIANCE:**
- 3. READING, REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MONTHLY MEETING OF MARCH 12TH, 2012.**
- 4. MARSHAL'S REPORT:** David Moore.
- 5. WATER BUSINESS: WATER SUPERINTENDENT:** Gary Getrost
 - {A} - Report on water usage and leaks
 - {B} - Superintendent's report
- 6. FINANCIAL: GREENVILLE TOWN CLERK:** Jack Travillian
 - {A} - Review and Approve Checks and Expenditures.
- 7. COMMITTEE REPORTS:**
 - {A} - Town Council President: Talbotte Richardson
 - {B} - Emergency Services: Talbotte Richardson
 - {C} - Streets and Roads: Bob Wright
 - {D} - Public Relations: Patti Hayes
 - {E} - Property Cleanup: Talbotte Richardson
 - {F} - Special Projects: Greg Redden
 - {G} - Attorney: Chris Lane
 - {H} - Town Manager: Randal Johnes
- 8. OLD BUSINESS:**
 - {A} - Ordinances Second or Third Reading:
- 9. NEW BUSINESS:**
 - {A} - Ordinances First Reading:
 - 2012-WR-021 Revised proposal to Thieneman Sewer Plant
 - {B} - Citizens requesting to speak and subject:
- 10. ADJOURNMENT:**
 - Next Monthly Meeting May 14th, 2012 @ 7:00 PM

Minutes of Greenville Town Council Meeting April 09th, 2012

Council President Talbotte Richardson called the regular monthly meeting to order. Other Councilpersons present were Bob Wright, Darryl Kepley, Patti Hayes, and Greg Redden, along with Clerk Jack Travillian. Also attending the meeting were Town Manager Randal Johnes, Town Attorney Chris Lane, Water Utility Superintendent Getrost, and several concerned citizens. The meeting was opened with a prayer from Chaplain Avery followed by the Pledge of Allegiance.

Minutes: The minutes for March 12 meeting were discussed. Motion made by President Richardson and seconded by Councilman Redden to accept the minutes as amended. Motion passed 5-0.

Marshal Report:

Marshal Moore gave the monthly report. Marshal Moore and Town Attorney Lane met with Judge Hancock and have scheduled the second Tuesday at 1:30 PM as the court appointed time for ordinance enforcement and time for assigning fees and fines. The Jeep has been repaired and is running good. Detective Burkhardt has fixed the light bar on the police cruiser with spare parts donated from the Floyd County Sheriff's Department at no cost.

Marshal Moore noted that while responding to an aggressive dog complaint in Parkland Heights. He was confronted by a Bull Mastiff. The New Albany/Floyd County Animal Control had refused to assist. Marshal Moore was refused cooperation and was instructed to call the President of Animal Control board. After the phone call they agreed to do one-time assist. Upon arrival at the scene the dog went under a porch and could not be captured. Marshal Moore later talked with the owner who will be taking steps to keep the dog in better restraints. All paper work has been turned over to Town Attorney Lane to force compliance of Article 5 of the past agreement with animal control.

Water Business:

Superintendent Getrost submitted monthly adjustments to the council. The board approved the adjustments for the bills without objection

Financial:

Review/Approval Checks and Expenditures: Clerk Travillian presented the forms for the checks written from the utility and the town. The council authorized the expenses.

Streets and Roads:

Councilman Wright gave a report about a complaint about excessive mud on the roadway in Heritage Springs due to construction sites. Councilman Wright followed up on the complaint and discussed the problem with construction crews, which responded they would try to keep better control of the situation. This time of year is particularly hazardous with spring showers making the almost all surfaces potentially muddy.

Public Relations:

Councilman Redden thanked Town Manager Johnes for posting the agenda and the Town Manager's report on the website before each meeting. Councilwoman Hayes asked for guidance on how often the proposed newsletter should be released and what way it should be distributed. Some suggestions were via the web-site, on the counter at the Greenville Water Utility or other town businesses, and possibly having a signup for direct mailings. President Richardson has received some complaints from passer-bys about the property on Highway 150 at West 2nd Street.

Special Projects:

Water Tower - Dates of May 14 and June 11 were announced for passage of the bond ordinance and opening of bids, respectively.

Town Attorney Report:

Floyd County Clerk's office now has a complete listing of fees for violations with a system in place for fines.

Town Manager Report:

Town Manager Johnes has hired Tony Wisman as a maintenance worker at a rate of \$15 per hour. His job will include grass mowing, work on right of way for the town's streets and alleys. Manager Johnes requested purchasing a lawn tractor for mowing grass on vacant/abandon properties. Suggestion was made to use the Water Utilities for a rental price of \$10 per hour.

Streets and Roads:

Councilman Wright will prepare a report for next meeting about the condition of streets and roads along with a recommendation of repairs/repaving for the summer.

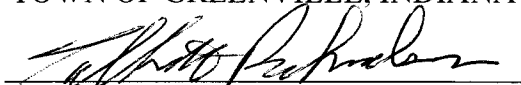
New Business:

Resolution 2012-WR-021; REVISED RESOLUTION FOR PROPOSED PURCHASE OPTION TO THIENEMAN ENVIRONMENTAL LLC FOR THE ACQUISITION OF THE HERITAGE SPRINGS WASTE WATER TREATMENT PLANT FROM THE GREENVILLE WATER UTILITY OF GREENVILLE, INDIANA; Reading of the Resolution was completed and motion was made by President Richardson to accept the resolution and seconded by Councilman Redden. Motion passed 4-1. President Richardson along with Councilpersons Wright, Hayes and Redden voted in favor, with Councilman Kepley voting against.

No further business coming before the Council the meeting was adjourned.

Next Monthly Meeting to be held at 7:00 P.M. on May 14th, 2012.


JACK TRAVILLIAN
CLERK / TREASURER

PRESIDING OFFICER
TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON

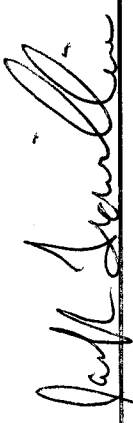
<u>General Fund</u>	Budgeted	Spent	Transferred	Remaining
101001111 Council Salary	\$ 9,600.00	\$ 2,025.00		\$ 7,575.00
101001112 Clerk Salary	\$ 3,000.00	\$ 750.00		\$ 2,250.00
101001113 Marshal's Payroll	\$ 14,000.00	\$ 3,500.01		\$ 10,499.99
101001115 Detective Payroll	\$ 12,000.00	\$ 3,000.00		\$ 9,000.00
101001117 Town Manager	\$ 2,600.00	\$ 600.00	\$ 2,600.00	\$ 2,000.00
101001131 Employee Benefits	\$ 9,650.00	\$ 2,275.22		\$ 7,374.78
101002231 Computer Software	\$ 2,000.00			\$ 2,000.00
101001210 Office Supplies	\$ 1,000.00	\$ 412.56		\$ 587.44
101001290 Marshal's Fuel	\$ 7,000.00	\$ 1,044.42		\$ 5,955.58
101001397 Election Expenses				\$ -
101001315 Legal	\$ 6,000.00	\$ 858.50		\$ 5,141.50
101001323 Travel	\$ 300.00			\$ 300.00
101001332 Legal Notices	\$ 700.00	\$ 137.33		\$ 562.67
101001140 Insurance				\$ -
101001361 Equipment & Repairs	\$ 1,500.00	\$ 548.33		\$ 951.67
101001394 Official Bonds				
101001591 Town Promotion	\$ 800.00	\$ 135.00		\$ 665.00
101001396 Trash Collection	\$ 800.00			\$ 800.00
101001398 Organizational Dues	\$ 800.00	\$ 796.00		\$ 4.00
101001511 Audit Expense				
101001343 Fire Protection	\$ 10,400.00			\$ 10,400.00
101002315 Contracted Services	\$ 3,100.00	\$ 802.50		\$ 2,297.50
Total	\$ 85,250.00	\$ 16,884.87		\$ 68,365.13
Balance in Account				\$ 31,538.46

	<u>Local Roads and Streets</u>								
202001312	Legal & Engineering	\$	500.00					\$	500.00
202001332	Legal Advertising	\$	50.00					\$	50.00
202001361	Maintenance ROW	\$	1,250.00					\$	1,250.00
202001362	Streets & Alleys by	\$	11,000.00					\$	11,000.00
202001363	Road Repairs	\$	802.00				\$	647.61	154.39
	Total		\$ 13,602.00					\$	12,954.39
	Balance in Account								
	<u>Motor Vehicle Highway</u>								
201001222	Streets Signs	\$	250.00	\$	215.85			\$	34.15
201001231	Materials	\$	671.00					\$	671.00
201001332	Legals Published								
201001312	Engineering	\$	500.00					\$	500.00
201001341	Insurance Streets	\$	2,500.00				\$	647.61	3,147.61
201001324	Telephone	\$	2,300.00	\$	594.52			\$	1,705.48
201001362	Equipment Repairs	\$	2,800.00					\$	2,800.00
201001351	Street Lights	\$	6,000.00	\$	1,520.19			\$	4,479.81
201001361	Snow Removal &	\$	16,000.00	\$	712.50			\$	15,287.50
	Salt/Contractor	\$	-						
201001315	Streets & Alleys by	\$	13,000.00					\$	13,000.00
201001365	Other Maintenance	\$	253.00					\$	253.00
	Total		\$ 44,274.00					\$	41,878.55
	Balance in Account								
								\$	30,502.72

<u>Cumulative Capital Improvement</u>					
401001520	Inter Fund Operation	\$ 5,500.00			\$ 5,500.00
401001430	Cumulative Expense		\$ 121.51		\$ (121.51)
Balance in Account					\$ 1,362.74
<u>EDIT</u>					
444001520	Other Capital Outlays	\$ 7,500.00		\$762.00	\$ 6,738.00
Balance in Account					\$ 4,021.17
<u>Law Enforcement</u>					
445001362	Donations	\$ 54.99			\$54.99
233001399	Training	\$ 1,000.00	\$762.94		\$ 237.06
233001362	Gun Permits	\$ 100.00	\$100.00		\$ -
Balance in Account					\$237.06
<u>Riverboat</u>					
242001520	Inter Fund Transfer	\$ 15,100.00	\$ 1,200.00	\$ 2,000.00	\$ 11,900.00
Balance in Account					\$ 8,890.17
<u>Rainy Day Fund</u>					
245001520	Inter Fund Transfer		\$ 600.00		
Balance in Account					\$ 899.64
		Income	Expenses		Profit/Loss
Water Operating		\$ 76,328.04	\$ 59,604.49	\$ 221,376.14	\$ 16,723.55
Meter Deposits		\$ 627.81	\$ 125.00		\$ 502.81
Special Projects		\$ 236.28	\$ 6,131.94	\$ 221,376.14	\$ (5,895.66)
Bond and Interest		\$ 13.92			\$ 13.92

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

April 9, 2012


Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

TOWN OF GREENVILLE

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 \$ 6,103.40.

Dated this _____ 9th day of _____ April 2012








Signatures of Governing Board

ACCOUNTS PAYABLE REGISTER

MAR/APR 2012 TOWN OF GREENVILLE

APPROPRIATION/PA VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
101001113.000	8692 PAYROLL	MOORE	0		//	442.89	818	03/15/2012		
101001113.000	8692 PAYROLL	BURKHART	0		//	405.56	819	03/15/2012		
101001113.000	8693 PAYROLL	JOHNS	0		//	89.80	820	03/23/2012		
101001113.000	8694 PAYROLL	TRAVILLIAN	0		//	42.41	821	03/29/2012		
101001113.000	8694 PAYROLL	RICHARDSON	0		//	109.65	822	03/29/2012		
101001111.000	8694 PAYROLL	WRIGHT	0		//	87.25	823	03/29/2012		
101001111.000	8694 PAYROLL	HAYES	0		//	116.04	824	03/29/2012		
101001111.000	8694 PAYROLL	REDDEN	0		//	112.25	825	03/29/2012		
101001111.000	8694 PAYROLL	KEPLEY	0		//	112.25	826	03/29/2012		
101001113.000	8695 PAYROLL	MOORE	0		//	442.89	827	03/30/2012		
101001113.000	8695 PAYROLL	BURKHART	0		//	405.56	828	03/30/2012		
101001117.000	8696 PAYROLL	JOHNS	0		//	89.80	829	04/04/2012		
101001290.000	8697 MARATHON PETROLEUM CO.	GAS FOR POLICE CARS	0	1003130141	03/29/2012	253.95	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	43 @ RATE SSLP	0	44902890014	03/29/2012	337.26	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	1 @ RATE SSLU	0	44902890014	03/29/2012	12.12	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	6 @ RATE SSLC	0	03902890016	03/29/2012	16.04	0	04/05/2012		
101001332.000	8699 THE TRIBUNE	ORDINANCE 2012-WO-007	0	01523084	03/22/2012	64.96	0	04/05/2012		
201001324.000	8700 NEXTEL / SPRINT	CELL PHONES FOR POLICE	0	625808657057	03/15/2012	120.29	0	04/05/2012		
201001324.000	8701 AT & T	DEPT POLICE OFFICE PHONE	0	812923921103	03/13/2012	37.77	0	04/05/2012		
242001520.000	8702 GREENVILLE AUTO WORKS	812-923-9211 TRANSMISSION COMPLETE	0		03/17/2012	900.00	0	04/05/2012		
242001520.000	8702 GREENVILLE AUTO WORKS	REBUILD								
101001113.000	8703 Greenville Water Utility	LABOR	0		03/17/2012	300.00	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	FEDERAL	0		03/30/2012	124.38	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	FICA	0		03/30/2012	45.50	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	MEDICARE	0		03/30/2012	15.71	0	04/05/2012		
101001131.000	8703 Greenville Water Utility	FICA	0		03/30/2012	67.17	0	04/05/2012		
101001131.000	8703 Greenville Water Utility	MEDICARE	0		03/30/2012	15.71	0	04/05/2012		
101001111.000	8704 Greenville Water Utility	STATE	0		03/30/2012	35.12	0	04/05/2012		
101001111.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	6.81	0	04/05/2012		
101001112.000	8704 Greenville Water Utility	STATE	0		03/30/2012	33.50	0	04/05/2012		
101001112.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	2.88	0	04/05/2012		
101001113.000	8704 Greenville Water Utility	STATE	0		03/30/2012	73.66	0	04/05/2012		
101001113.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	24.92	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	FEDERAL	0		03/29/2012	57.50	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	FICA	0		03/29/2012	28.35	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	MEDICARE	0		03/29/2012	9.78	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	FEDERAL	0		03/29/2012	157.08	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	FICA	0		03/29/2012	10.50	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	MEDICARE	0		03/29/2012	3.63	0	04/05/2012		

ACCOUNTS PAYABLE REGISTER

MAR/APR 2012 TOWN OF GREENVILLE

APPROPRIATION/ P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
101001113.000	8692 PAYROLL	MOORE	0		//	442.89	818	03/15/2012		
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101001111.000	8694 PAYROLL	REDDEN	0		//	112.25	825	03/29/2012		
101001111.000	8694 PAYROLL	KEPLEY	0		//	112.25	826	03/29/2012		
101001113.000	8695 PAYROLL	MOORE	0		//	442.89	827	03/30/2012		
101001113.000	8695 PAYROLL	BURKHART	0		//	405.56	828	03/30/2012		
101001117.000	8696 PAYROLL	JOHNS	0		//	89.80	829	04/04/2012		
101001290.000	8697 MARATHON PETROLEUM CO.	GAS FOR POLICE CARS	0	1003130141	03/29/2012	253.95	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	43 @ RATE SSLP	0	44902890014	03/29/2012	337.26	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	1 @ RATE SSLU	0	44902890014	03/29/2012	12.12	0	04/05/2012		
201001351.000	8698 DUKE ENERGY	6 @ RATE SSLC	0	03902890016	03/29/2012	16.04	0	04/05/2012		
101001332.000	8699 THE TRIBUNE	ORDINANCE 2012-WO-007	0	01523084	03/22/2012	64.96	0	04/05/2012		
201001324.000	8700 NEXTEL / SPRINT	CELL PHONES FOR POLICE	0	625808657057	03/15/2012	120.29	0	04/05/2012		
201001324.000	8701 AT & T	DEPT POLICE OFFICE PHONE	0	812923921103	03/13/2012	37.77	0	04/05/2012		
242001520.000	8702 GREENVILLE AUTO WORKS	812-923-9211 TRANSMISSION COMPLETE	0		03/17/2012	900.00	0	04/05/2012		
242001520.000	8702 GREENVILLE AUTO WORKS	REBUILD								
101001113.000	8703 Greenville Water Utility	LABOR	0		03/17/2012	300.00	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	FEDERAL	0		03/30/2012	124.38	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	FICA	0		03/30/2012	45.50	0	04/05/2012		
101001113.000	8703 Greenville Water Utility	MEDICARE	0		03/30/2012	15.71	0	04/05/2012		
101001131.000	8703 Greenville Water Utility	FICA	0		03/30/2012	67.17	0	04/05/2012		
101001131.000	8703 Greenville Water Utility	MEDICARE	0		03/30/2012	15.71	0	04/05/2012		
101001111.000	8704 Greenville Water Utility	STATE	0		03/30/2012	35.12	0	04/05/2012		
101001111.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	6.81	0	04/05/2012		
101001112.000	8704 Greenville Water Utility	STATE	0		03/30/2012	33.50	0	04/05/2012		
101001112.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	2.88	0	04/05/2012		
101001113.000	8704 Greenville Water Utility	STATE	0		03/30/2012	73.66	0	04/05/2012		
101001113.000	8704 Greenville Water Utility	COUNTY	0		03/30/2012	24.92	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	FEDERAL	0		03/29/2012	57.50	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	FICA	0		03/29/2012	28.35	0	04/05/2012		
101001111.000	8705 Greenville Water Utility	MEDICARE	0		03/29/2012	9.78	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	FEDERAL	0		03/29/2012	157.08	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	FICA	0		03/29/2012	10.50	0	04/05/2012		
101001112.000	8705 Greenville Water Utility	MEDICARE	0		03/29/2012	3.63	0	04/05/2012		

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04/09/2012 14:44:02
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APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004

ACCOUNTS PAYABLE REGISTER
MARIAPR 2012 TOWN OF GREENVILLE

APPROPRIATION/VP VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NO PAY	MEMORANDUM
101001131.000	8705 Greenville Water Utility	FICA	0		03/29/2012	57.35	0	04/05/2012		
101001131.000	8705 Greenville Water Utility	MEDICARE	0		03/29/2012	13.44	0	04/05/2012		
101001117.000	8706 Greenville Water Utility	FICA	0		03/23/2012	4.20	0	04/05/2012		
101001117.000	8706 Greenville Water Utility	MEDICARE	0		03/23/2012	1.45	0	04/05/2012		
101001131.000	8706 Greenville Water Utility	FICA	0		03/23/2012	6.20	0	04/05/2012		
101001131.000	8706 Greenville Water Utility	MEDICARE	0		03/23/2012	1.45	0	04/05/2012		
101001113.000	8707 Greenville Water Utility	FEDERAL	0		03/15/2012	124.38	0	04/05/2012		
101001113.000	8707 Greenville Water Utility	FICA	0		03/15/2012	45.50	0	04/05/2012		
101001113.000	8707 Greenville Water Utility	MEDICARE	0		03/15/2012	15.71	0	04/05/2012		
101001131.000	8707 Greenville Water Utility	FICA	0		03/15/2012	67.17	0	04/05/2012		
101001131.000	8707 Greenville Water Utility	MEDICARE	0		03/15/2012	15.71	0	04/05/2012		
101001117.000	8708 Greenville Water Utility	FICA	0		04/04/2012	4.20	0	04/05/2012		
101001117.000	8708 Greenville Water Utility	MEDICARE	0		04/04/2012	1.45	0	04/05/2012		
101001131.000	8708 Greenville Water Utility	FICA	0		04/04/2012	6.20	0	04/05/2012		
101001131.000	8708 Greenville Water Utility	MEDICARE	0		04/04/2012	1.45	0	04/05/2012		
101001131.000	8709 Greenville Water Utility	REIMBURSEMENT FOR WILLIAM BURKHARTS	0	117	04/09/2012	46.60	0	04/05/2012		
101002315.000	8710 Greenville Water Utility	CRYSTAL 15 HRS @ 11.72	0	118	04/09/2012	175.80	0	04/05/2012		
101002315.000	8710 Greenville Water Utility	AMY 5 HRS @ 18.34	0	118	04/09/2012	91.70	0	04/05/2012		
201001361.000	8711 GARY GETROST	FEBRUARY 10TH 1.5 HRS @ 25.00	0	040312	04/03/2012	37.50	0	04/05/2012		
201001361.000	8711 GARY GETROST	FEBRUARY 18TH 2.5 HRS @ 25.00	0	040312	04/03/2012	62.50	0	04/05/2012		
201001361.000	8711 GARY GETROST	MARCH 4TH 3.5 HRS @ 25.00	0	040312	04/03/2012	87.50	0	04/05/2012		
201001361.000	8712 STEVEN SCHMITT	3/4/12 1 HOUR INSTALLING & LOADING	0	040412	04/04/2012	25.00	0	04/09/2012		
*** Total ***						6103.40				

FUND SUMMARY OF A/P VOUCHERS

FUND	EXPENDED
101	4167.42
201	735.98
242	1200.00
*** Total ***	6103.40

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

April 9, 2012
Jack Swillie
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

WATER UTILITY APRIL 09, 2012

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 4 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 70,417.73.

Dated this 9th day of April 2012.

Bob W. [Signature]
[Signature]
Daryl K. [Signature]

Signatures of Governing Board

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04/09/2012 14:23:11

BCLDOCLFRX

ACCOUNTS PAYABLE REGISTER

WATER UTILITY APRIL 09, 2012

APPROPRIATION/P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001502.000	6100 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	15.71	31512	03/15/2012		
601001502.000	6100 INTERNAL REVENUE SERVICE	FICA	0	0	//	45.50	31512	03/15/2012		
601001502.000	6100 INTERNAL REVENUE SERVICE	FEDERAL	0	0	//	124.38	31512	03/15/2012		
601001502.000	6100 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	15.71	31512	03/15/2012		
601001502.000	6100 INTERNAL REVENUE SERVICE	FICA	0	0	//	67.17	31512	03/15/2012		
604001391.000	6101 ANNA WILLIAMS	ACCOUNT # 21141	0	0	//	50.00	1952	03/16/2012		
604001391.000	6102 STEVE THIENEMAN	ACCOUNT 60161	0	0	//	50.00	1953	03/16/2012		
604001391.000	6103 JEFF LOCKHART	ACCOUNT 80175	0	0	//	25.00	1954	03/16/2012		
601001112.000	6104 PAYROLL	GETROST	0	0	//	2052.15	1426	03/22/2012		
601001112.000	6104 PAYROLL	STONE	0	0	//	1114.13	1427	03/22/2012		
601001111.000	6104 PAYROLL	SCHMITT	0	0	//	1092.50	1428	03/22/2012		
601001112.000	6104 PAYROLL	BURKHART	0	0	//	730.45	1429	03/22/2012		
601001111.000	6105 INTERNAL REVENUE SERVICE	FEDERAL	0	0	//	184.11	32212	03/22/2012		
601001111.000	6105 INTERNAL REVENUE SERVICE	FICA	0	0	//	59.71	32212	03/22/2012		
601001111.000	6105 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	20.61	32212	03/22/2012		
601001112.000	6105 INTERNAL REVENUE SERVICE	FEDERAL	0	0	//	620.20	32212	03/22/2012		
601001112.000	6105 INTERNAL REVENUE SERVICE	FICA	0	0	//	211.73	32212	03/22/2012		
601001112.000	6105 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	73.10	32212	03/22/2012		
601001131.000	6105 INTERNAL REVENUE SERVICE	FICA	0	0	//	400.69	32212	03/22/2012		
601001131.000	6105 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	93.71	32212	03/22/2012		
60100118.000	6106 PAYROLL	JOHNS	0	0	//	179.60	1430	03/23/2012		
601001502.000	6107 INTERNAL REVENUE SERVICE	TOWN MANAGER FICA	0	0	//	4.20	32012	03/23/2012		
601001502.000	6107 INTERNAL REVENUE SERVICE	TOWN MANAGER MEDICARE	0	0	//	1.45	32012	03/23/2012		
601001502.000	6107 INTERNAL REVENUE SERVICE	EMPLOYER PART MANAGER FICA	0	0	//	6.20	32012	03/23/2012		
601001502.000	6107 INTERNAL REVENUE SERVICE	EMPLOYER PART MEDICARE	0	0	//	1.45	32012	03/23/2012		
60100118.000	6107 INTERNAL REVENUE SERVICE	FICA	0	0	//	8.40	32012	03/23/2012		
60100118.000	6107 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	2.90	32012	03/23/2012		
601001131.000	6107 INTERNAL REVENUE SERVICE	FICA	0	0	//	12.40	32012	03/23/2012		
601001131.000	6107 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	2.90	32012	03/23/2012		
601001120.000	6108 PAYROLL	TRAVILLIAN	0	0	//	441.41	1431	03/29/2012		
601001120.000	6108 PAYROLL	RICHARDSON	0	0	//	457.61	1432	03/29/2012		
601001120.000	6108 PAYROLL	WRIGHT	0	0	//	389.57	1433	03/29/2012		
601001120.000	6108 PAYROLL	HAYES	0	0	//	418.37	1434	03/29/2012		
601001120.000	6108 PAYROLL	REDDEN	0	0	//	414.57	1435	03/29/2012		
601001120.000	6108 PAYROLL	KEPLEY	0	0	//	386.32	1436	03/29/2012		
601001120.000	6109 INTERNAL REVENUE SERVICE	FICA	0	0	//	132.69	32912	03/29/2012		
601001120.000	6109 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	45.80	32912	03/29/2012		
601001120.000	6109 INTERNAL REVENUE SERVICE	FEDERAL	0	0	//	292.83	32912	03/29/2012		
601001131.000	6109 INTERNAL REVENUE SERVICE	FICA	0	0	//	195.86	32912	03/29/2012		
601001131.000	6109 INTERNAL REVENUE SERVICE	MEDICARE	0	0	//	45.82	32912	03/29/2012		

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004

ACCOUNTS PAYABLE REGISTER

WATER UTILITY APRIL 09, 2012

APPROPRIATION/ VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001502.000	6109 INTERNAL REVENUE SERVICE	FICA TOWN BOARD	0		/ /	38.85	32912	03/29/2012		
601001502.000	6109 INTERNAL REVENUE SERVICE	MEDICARE	0		/ /	13.41	32912	03/29/2012		
601001502.000	6109 INTERNAL REVENUE SERVICE	FEDERAL	0		/ /	214.58	32912	03/29/2012		
601001502.000	6109 INTERNAL REVENUE SERVICE	EMPLOYER SHARE FICA	0		/ /	57.35	32912	03/29/2012		
		TOWN BOARD								
601001502.000	6109 INTERNAL REVENUE SERVICE	MEDICARE	0		/ /	13.44	32912	03/29/2012		
601001502.000	6110 INTERNAL REVENUE SERVICE	MARSHALS FICA	0		/ /	45.50	33012	03/30/2012		
601001502.000	6110 INTERNAL REVENUE SERVICE	MEDICARE	0		/ /	15.71	33012	03/30/2012		
601001502.000	6110 INTERNAL REVENUE SERVICE	FEDERAL	0		/ /	124.38	33012	03/30/2012		
601001502.000	6110 INTERNAL REVENUE SERVICE	EMPLOYER PART FICA	0		/ /	67.17	33012	03/30/2012		
601001502.000	6110 INTERNAL REVENUE SERVICE	EMPLOYER PART MEDICARE	0		/ /	15.71	33012	03/30/2012		
601001211.000	6111 Postmaster	BILLINGS	0		/ /	1000.00	8167	03/30/2012		
601001355.000	6112 Greenville Water Utility	OFFICE USAGE	0	10750	/ /	22.99	0	04/04/2012		
601001360.000	6113 GREENER, LINDA	OFFICE CLEANING	0		/ /	220.00	0	04/04/2012		
601001210.000	6114 BOYCE SYSTEMS	LASER UTILITY BILLS	0	0420330-IN	/ /	1381.00	0	04/04/2012		
601001210.000	6115 M & M OFFICE PRODUCTS INC	DELL TONER CARTRIDGE	0	24350	/ /	52.00	0	04/04/2012		
		TOWN MANAGER								
601001350.000	6116 AT & T	OFFICE PHONE	0	81292398217619	/ /	169.63	0	04/04/2012		
601001351.000	6117 DUKE ENERGY	WIND HILL PUMPST	0	01903002014	/ /	9.40	0	04/04/2012		
601001351.000	6117 DUKE ENERGY	CLARK STREET	0	02603002019	/ /	37.58	0	04/04/2012		
601001351.000	6117 DUKE ENERGY	PEKIN RD	0	65802890014	/ /	135.22	0	04/04/2012		
601001351.000	6117 DUKE ENERGY	CLARK STREET	0	91603002011	/ /	79.62	0	04/04/2012		
601001350.000	6118 MCI	LONG DISTANCE	0	08676590249	/ /	55.49	0	04/04/2012		
601001134.000	6119 DEARBORN NATIONAL	SEE ATTACHED	0	F41NPOS-1437	/ /	1057.40	0	04/04/2012		
601001360.000	6120 BLACK DIAMOND PEST CONTROL	ANNUAL TERMITE WARRANTY	0		/ /	55.00	0	04/04/2012		
		SEE ATTACHED								
601001134.000	6121 HUMANA INC.	STATE	0	619834-001	/ /	2908.75	0	04/04/2012		
601001111.000	6122 INDIANA DEPT OF REVENUE	COUNTY	0		/ /	96.66	0	04/04/2012		
601001111.000	6122 INDIANA DEPT OF REVENUE	STATE	0		/ /	32.70	0	04/04/2012		
601001120.000	6122 INDIANA DEPT OF REVENUE	COUNTY	0		/ /	376.38	0	04/04/2012		
601001120.000	6122 INDIANA DEPT OF REVENUE	STATE	0		/ /	120.54	0	04/04/2012		
601001120.000	6122 INDIANA DEPT OF REVENUE	COUNTY	0		/ /	144.59	0	04/04/2012		
601001120.000	6122 INDIANA DEPT OF REVENUE	TOWN COUNCIL STATE W/H	0		/ /	35.38	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	TOWN COUNCIL COUNTY	0		/ /	35.12	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	CLERK TREASURER STATE	0		/ /	6.81	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	CLERK TREASURER COUNTY	0		/ /	33.50	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	MARSHAL STATE	0		/ /	2.88	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	COUNTY	0		/ /	73.66	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	TOWN MANAGER STATE	0		/ /	24.92	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE	TOWN MANAGER COUNTY	0		/ /	6.80	0	04/04/2012		
601001502.000	6122 INDIANA DEPT OF REVENUE		0		/ /	2.30	0	04/04/2012		

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004
ACCOUNTS PAYABLE REGISTER
WATER UTILITY APRIL 09, 2012

APPROPRIATION/P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001501.000	6123 INDIANA DEPARTMENT OF REV	METERED SALES OF \$57094.02 X 7%		0	//	3996.58	0	04/04/2012		
601001131.000	6124 INDIANA DEPT OF WORKFORCE	NET TAXABLE WAGES 1ST QRT		0	//	499.94	0	04/04/2012		
601001354.000	6125 Floyds Knobs Water	1,855,000 GALLONS WATER PURCHASED		0 100002	//	6065.85	0	04/04/2012		
601001590.000	6126 Gary Getrost PETTY CASH	SEE ATTACHED RECEIPTS		0	//	71.58	0	04/04/2012		
601001360.000	6127 DAN CHRISIANI EXCAVATING	FIX WATERLEAK BENCHMARK		0 56915	//	275.00	0	04/04/2012		
601001360.000	6128 Environmental Laboratories	2 TOTAL COLIFORM @ 16.00 EA		0 20121785	//	32.00	0	04/04/2012		
601001360.000	6128 Environmental Laboratories	2 TOTAL COLIFORM @ 16.00 EA		0 20121901	//	32.00	0	04/04/2012		
601001360.000	6128 Environmental Laboratories	1 TOTAL COLIFORM @ 16.00 EA		0 20121901	//	16.00	0	04/04/2012		
601001360.000	6128 Environmental Laboratories	2 TOTAL COLIFORM @ 16.00 EA		0 20122048	//	32.00	0	04/04/2012		
601001351.000	6129 HARRISON REMC	SUMP PUMP OLD VINCENNES		0 12303	//	23.03	0	04/04/2012		
601001354.000	6130 Ramsey Water	120,000 GALLONS PURCHASED		0 105723	//	515.06	0	04/04/2012		
601001354.000	6130 Ramsey Water	METER USAGE CHARGE		0 105723	//	18.65	0	04/04/2012		
603001490.000	6131 JACOBI, TOOMBS AND LANZ	SANITARY MASTER PLAN PROJECT 11003		0 11-0720	//	1514.40	0	04/04/2012		
603001490.000	6132 JACOBI, TOOMBS AND LANZ	GREENVILLE TANK & BOOSTER STATION		0 11-0721	//	1570.00	0	04/04/2012		
603001490.000	6133 O.W. KRON & ASSOCIATES	WASTER WATER FINANCIAL FEASIBILITY		0 502292012	//	3000.00	0	04/04/2012		
603001490.000	6134 O.W. KRON & ASSOCIATES	SRF BOND ANALYSIS		0 WT02292012	//	4000.00	0	04/04/2012		
601001118.000	6135 INTERNAL REVENUE SERVICE	FICA		0	//	8.40	40412	04/04/2012		
601001118.000	6135 INTERNAL REVENUE SERVICE	MEDICARE		0	//	2.90	40412	04/04/2012		
601001131.000	6135 INTERNAL REVENUE SERVICE	FICA		0	//	12.40	40412	04/04/2012		
601001131.000	6135 INTERNAL REVENUE SERVICE	MEDICARE		0	//	2.90	40412	04/04/2012		
601001502.000	6135 INTERNAL REVENUE SERVICE	TOWN MANAGER FICA		0	//	4.20	40412	04/04/2012		
601001502.000	6135 INTERNAL REVENUE SERVICE	TOWN MANAGER MEDICARE		0	//	1.45	40412	04/04/2012		
601001502.000	6135 INTERNAL REVENUE SERVICE	TOWN PORTION FICA		0	//	6.20	40412	04/04/2012		
601001502.000	6135 INTERNAL REVENUE SERVICE	TOWN PORTION MEDICARE		0	//	1.45	40412	04/04/2012		
601001118.000	6136 INTERNAL REVENUE SERVICE	JOHNES		0	//	179.60	1437	04/04/2012		
601001112.000	6137 PAYROLL	GETROST		0	//	2052.15	1438	04/05/2012		
601001111.000	6138 INTERNAL REVENUE SERVICE	FEDERAL		0	//	184.11	40512	04/05/2012		
601001111.000	6138 INTERNAL REVENUE SERVICE	FICA		0	//	59.71	40512	04/05/2012		
601001111.000	6138 INTERNAL REVENUE SERVICE	MEDICARE		0	//	20.61	40512	04/05/2012		
601001112.000	6138 INTERNAL REVENUE SERVICE	FEDERAL		0	//	620.20	40512	04/05/2012		
601001112.000	6138 INTERNAL REVENUE SERVICE	FICA		0	//	211.73	40512	04/05/2012		

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04/09/2012 14:23:12

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ACCOUNTS PAYABLE REGISTER

WATER UTILITY APRIL 09, 2012

APPROPRIATION/P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001112.000	6138 INTERNAL REVENUE SERVICE	MEDICARE		0	//	73.10	40512	04/05/2012		
601001131.000	6138 INTERNAL REVENUE SERVICE	FICA		0	//	400.69	40512	04/05/2012		
601001131.000	6138 INTERNAL REVENUE SERVICE	MEDICARE		0	//	93.71	40512	04/05/2012		
601001210.000	6139 BOYCE SYSTEMS	LASER CHECKS OPERATING		0 0097842	//	265.22	0	04/09/2012		
601001500.000	6140 INDIANA DEPARTMENT OF REV	1ST QRT 2012 URT TAXES		0	//	2998.35	0	04/09/2012		
601001360.000	6141 BRIAN HART	GRADE, SEED, FERT, STRAW WATER LEAK		0 377000	//	1280.00	0	04/09/2012		
601001210.000	6142 OFFICE DEPOT	SEE ATTACHED RECEIPT		0	//	32.47	0	04/09/2012		
601001354.000	6143 Edwardsville Water	71,880 GALLONS PURCHASED		0 103533	//	12291.48	0	04/09/2012		
601001354.000	6143 Edwardsville Water	FACILITY CHARGE		0 103533	//	7865.00	0	04/09/2012		
601001320.000	6144 Jacobi Oil Service	GASOLINE WORK TRUCKS		0 GREENW1	//	634.21	0	04/09/2012		
601001350.000	6145 VERIZON WIRELESS	CELLPHONE		0	//	184.07	0	04/09/2012		
*** Total ***						70417.73				

FUND SUMMARY OF A/P VOUCHERS

	FUND	EXPENDED
	601	60208.33
	603	10084.40
	604	125.00
*** Total ***		70417.73

History Transactions by Type

All Adjustments

Date From 03/13/2012 through 04/09/2012

BOOK # 2									
Acct #	20032 SMITH, TROY								
Audit #	328668	Water Adjusted	\$53.26						
Type	Adjustment	Water Tax Adjusted	\$4.67						
Date	03/29/2012	Water Penalty Adjusted	\$4.11						
Desc	RETURN CHECK								
Acct #	20040 SMITH, LEON								
Audit #	328669	Water Adjusted	\$96.77						
Type	Adjustment	Water Tax Adjusted	\$4.89						
Date	03/29/2012	Water Penalty Adjusted	\$5.43						
Desc	RETURN CHECK								
Acct #	23850 SHULTZ, LEONARD								
Audit #	330776	Water Adjusted	\$-34.66						
Type	Adjustment	Water Tax Adjusted	\$-2.43						
Date	04/04/2012	Water Penalty Adjusted	\$0.00						
Desc	LEAK								
BOOK # 2									
	Water Adjusted		\$115.37						
	Water Tax Adjusted		\$7.13						
	Water Penalty Adjusted		\$9.54						
	0.00000		0.00000						
BOOK # 6									
Acct #	61045 THIENEMAN, DON								
Audit #	328702	Water Adjusted	\$0.00						
Type	Adjustment	Water Tax Adjusted	\$0.00						
Date	03/20/2012	Water Penalty Adjusted	\$-1.62						
Desc	WRONG ADDRESS ADJ.								
BOOK # 6									
	Water Adjusted		\$0.00						
	Water Tax Adjusted		\$0.00						
	Water Penalty Adjusted		\$-1.62						
	0.00000		0.00000						
BOOK # 8									
Acct #	80612 PARRONIE, MARTI								
Audit #	328787	Water Adjusted	\$-1.62						
Type	Adjustment	Water Tax Adjusted	\$0.00						
Date	03/23/2012	Water Penalty Adjusted	\$0.00						
Desc	ERROR IN MAILING ADDRESS								
BOOK # 8									
	Water Adjusted		\$-1.62						
	Water Tax Adjusted		\$0.00						
	Water Penalty Adjusted		\$0.00						
	0.00000		0.00000						

Sanit Adjusted	\$0.00	Hydra Adjusted		Operator AMY	\$0.00
		Hydra Penalty Adjusted			\$2.91
Total	\$64.95	Balance	\$141.39		

Sanit Adjusted	\$0.00	Hydra Adjusted		Operator AMY	\$0.00
		Hydra Penalty Adjusted			\$2.91
Total	\$110.00	Balance	\$189.96		

Sanit Adjusted	\$0.00	Hydra Adjusted		Operator AMY	\$0.00
		Hydra Penalty Adjusted			\$0.00
Total	\$-37.09	Balance	\$111.35		

Sanit Adjusted	\$0.00	Hydra Adjusted			\$0.00
		Hydra Penalty Adjusted			\$5.82
Total			\$137.86		

Sanit Adjusted	\$0.00	Hydra Adjusted		Operator AMY	\$0.00
		Hydra Penalty Adjusted			\$0.00
Total	\$-1.62	Balance	\$48.80		

Sanit Adjusted	\$0.00	Hydra Adjusted			\$0.00
		Hydra Penalty Adjusted			\$0.00
Total			\$-1.62		

Sanit Adjusted	\$0.00	Hydra Adjusted			\$0.00
		Hydra Penalty Adjusted			\$0.00
Total			\$-1.62		

Sanit Adjusted	\$0.00	Hydra Adjusted		Operator AMY	\$0.00
		Hydra Penalty Adjusted			\$0.00
Total	\$-1.62	Balance	\$0.00		

Sanit Adjusted	\$0.00	Hydra Adjusted			\$0.00
		Hydra Penalty Adjusted			\$0.00
Total			\$-1.62		

SUMMARY

Water Adjusted	\$113.75	Sanit Adjusted	\$0.00	Hydra Adjusted	\$0.00
Water Tax Adjusted	\$7.13			Hydra Penalty Adjusted	\$5.82
Water Penalty Adjusted	\$7.92				
0.00000	0.00000			Total	\$134.62

Attested Jack Smullin

Richard R. Ruppel

GREENVILLE WATER UTILITY INVOICE

BILL
TO

Town of Greenville
9706 Clark Street
PO Box 188
Greenville, IN 47124

SHIP
TO

Same

Invoice # 118

Invoice Date 4/9

Customer ID

DATE	YOUR ORDER #	OUR ORDER #	SALES REP	F.O.B.	SHIP VIA	TERMS	TAX ID
4/9							

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
15 hrs	@	11.72	Crystal				175.80
5 hrs	@	18.34	Amey				91.70

Subtotal	267.50
Tax	/
Shipping	/
Miscellaneous	/
BALANCE DUE	267.50

Please return the portion below with your payment.

REMITTANCE

Invoice #	
Customer ID	
Date	
Amount Enclosed	

9706 Clark Street
PO Box 188
Greenville, IN 47124

PHONE (812) 923-9821
FAX (812) 923-1099
E-MAIL

Robert R. Ruckelshaus

GREENVILLE WATER UTILITY

INVOICE

BILL
TO

Town of Greenville
9706 Clark Street
PO Box 188
Greenville, IN 47124

SHIP
TO

Same

Invoice # 117

Invoice Date 4/9

Customer ID

DATE	YOUR ORDER #	OUR ORDER #	SALES REP	F.O.B.	SHIP VIA	TERMS	TAX ID
4/9							

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1 month	William Burkhardt		Insurance				46.60

Subtotal	46.60
Tax	/
Shipping	/
Miscellaneous	/
BALANCE DUE	46.60

Please return the portion below with your payment.

REMITTANCE

Invoice #	
Customer ID	
Date	
Amount Enclosed	

9706 Clark Street
PO Box 188
Greenville, IN 47124

PHONE (812) 923-9821
FAX (812) 923-1099
E-MAIL



TOWN OF GREENVILLE
ORDINANCE NO. 2012-WR-021

**REVISED RESOLUTION FOR PROPOSED PURCHASE OPTION TO
THIENEMAN ENVIRONMENTAL LLC FOR THE ACQUISITION OF
THE HERITAGE SPRINGS WASTE WATER TREATMENT PLANT
FROM THE GREENVILLE WATER UTILITY OF GREENVILLE,
INDIANA.**

WHEREAS, the Town and Water Utility Council of the Town of Greenville, Indiana has determined that it is in the interest of the Town of Greenville that the Greenville Municipal Water Utility of Greenville, Indiana propose to Thieneman Environmental LLC option for the purchase of the Heritage Springs Waste Water Treatment Plant owned by Thieneman Environmental LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN AND WATER UTILITY COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

Town of Greenville Proposed Asset Purchase Option - Thieneman Environmental, LLC

1. Greenville to pay Thienemans the net purchase price, after allocating cost of WWTP capacity to their remaining lots within their CTA. Greenville will guarantee WWTP capacity for remaining lots within CTA at no cost to Thienemans. Thienemans must construct the collection system within their subdivision and dedicate to Town. Greenville will operate & maintain the sewage collection system and WWTP and agrees to maintain the current rate for customers within the CTA for a minimum of 5 years.

Cash paid to Thienemans to acquire utility	\$303,103
Value of capacity credit allocation for future users within Thieneman's CTA	\$675,087
 Total acquisition cost / value to Thienemans including capacity credits	 \$978,190

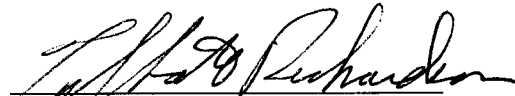
Note: The Town would also propose to acquire land adjacent to the existing WWTP for future expansion. Said additional land acquisition costs to be negotiated between Thienemans and the Town.

2. This Resolution replaces Resolution 2012-WR-015. After passage of this Resolution; Resolution 2012-WR-015 shall become null and void and be placed in the voided Ordinance file.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WR-021

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 9th DAY OF
APRIL, 2012.

PRESIDENT OF THE TOWN AND WATER
UTILITY COUNCIL OF GREENVILLE,
INDIANA


TALBOTTE RICHARDSON,


JACK TRAVILLIAN,
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES FOR
TALBOTTE RICHARDSON

ACCEPTANCE OF OPTION: _____ BY: _____

TITLE: _____ DATE: _____

FOR THIENEMAN ENVIRONMENTAL LLC

INFORMATION FOR THIS RESOLUTION PROVIDED BY O.W. KROHN OF O.W.
KROHN AND ASSOCIATES FINANCIAL ADVISER TO THE TOWN OF GREENVILLE
MUNICIPAL WATER UTILITY.

Greenville - Proposed Acquisition of WWTP		12/31/2010 - CTA Potential	
		<u>Total Plant</u>	<u>WWTP - 206</u>
Actual WWTP Capital Cost (per Monroe Shine Depreciation Schedules)		\$ 827,785	\$ 827,785
Estimated Cost of Collection System & Off Balance Sheet Capital		272,215	-
Gross Capital Costs incurred by Thienemans		\$ 1,100,000	\$ 827,785
Average Investment per Platted Lot within existing CTA	206	\$ 5,340	\$ 4,018
Capital Costs Recovered from Existing Customers	38	\$ 202,920	\$ 152,698
Net Capital Costs - Credit for Future Customers		\$ 897,080	\$ 675,087
Allocation of Net Capital Costs to Existing CTA	168	\$ 897,120	Capacity Credits \$ 675,087
	Total Value		Net Cash Pmt
Purchase Price - After Allocating Capacity Credits for CTA	\$ 978,190		\$ 303,103

Town of Greenville Proposed Asset Purchase Options - Thieneman Environmental, LLC

Greenville to pay Thienemans the net purchase price, after allocating cost of WWTP capacity to their remaining lots within their CTA. Greenville will guarantee WWTP capacity for remaining lots within CTA at no cost to Thienemans. Thienemans must construct the collection system within their subdivision and dedicate to Town. Greenville will operate & maintain the sewage collection system and WWTP and agrees to maintain the current rate for customers within the CTA for a minimum of 5 years.

Net Cash paid to Thienemans to acquire utility	\$ 303,103
Credit for capacity allocation for future users within Thieneman's CTA	\$ 675,087
Total acquisition cost / value to Thienemans - Includes credit for future capacity allocations	\$ 978,190

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

Town Manager Report for 04-09-2012

1. Added all information from previous Monthly Meeting to electronic files, flashkey copy of information given to Amy and Jack.
2. Updated Project Tracking Charts {Sewer and Water Tower} and submitted to Council.
3. Reviewed Invoices submitted on Sewer and Water Tower Projects. Submitted invoices to Jack to be presented to the Council for approval on 04-09-2012.
4. Reviewed Invoice submitted for Snow and Ice Removal. Submitted invoices to Jack to be presented to the Council for approval on 04-09-2012.
5. Water Tower Bonding Meeting held on 03-26-2012. Conference call, Report attached.
6. Continued working with Whalen and Neace Lukens Insurance Representatives for the Medical Insurance Coverage Quotes for Water Utility Employees. Policy expires 06-01-2012.
7. Review Monthly Minutes for 03-12-2012 and made minor changes.
8. Request for three building permits received. Reviewed information and found to be in compliance. Issued Building Permits 2012-BPR-020, 2012-BPR-022 and 2012-BPR-023 Heritage Springs. Wrote letter to lisa@absinc.net concerning Lot 38, 1016 Pioneer Lane Heritage Springs that was built by Steve Thieneman October 2010 needed for closing a loan on the house {see letter attached}. Copies of all Building Permits sent to the Floyd County Auditor.
9. Sent approved Monthly Minutes for February 13th and certain Resolutions and Ordinances to GBP.
10. Wrote Ordinance 2012-WR-021 for Talbotte. This Resolution replaces 2012-WR-015.
11. Sent Ordinance 2012-WO-007 to Tribune for Publishing. Ordinance was Published on 03-16-2012. Electronic Copy of Publishing attached to Ordinance.
12. Sent {42} Ordinances that include fines to Linda Moeller the Floyd County Clerk. This is so the Clerk's Office can collect any fines that may be awarded to the town by Court Ruling.
13. SRF approval received 03-19-2012 allowing for bids to be requested on the Water Tower Project {see letter attached}.
14. Inquiry received from Michael Rogers of the Greenville Christian Church concerning portable classrooms they wish to locate on their property. Instructed Mr. Rogers what would be needed to obtain a permit.
15. Received a complaint concerning the 9907 Hwy. 150 from a motorist who uses US 150 {see letter attached}.
16. Contacted INDOT concerning the installation of the Signal Light {see e-mail attached}
17. Wrote April Agenda for Talbotte.

Randal Johnes
Greenville Town Manager / Consultant

**Town of Greenville Water Utility
P.O. Box 188, 9706 Clark Street
Greenville, In. 47124
{812} 923-9128**

SEWER PROJECT FUNDING TRACKING

NOTE: ALL PAYMENTS SHALL BE CHARGED AGAINST THE WATER UTILITY SPECIAL PROJECT ACCOUNT AT FIRST HARRISON BANK GREENVILLE, INDIANA

	APPROVED BY ORDINANCE NO.	NO TE	FUNDED AMOUNT APPROVED / OR REMAINING	INVOICED NO. FROM JTL	INVOICED NO. FROM KROHN	AMOUNT OF INVOICE	DATE OF INVOICE	AMOUNTED APPROVED FOR PAYMENT	DATE OF PAYMENT	WATER UTILITY CHECK NO.	FUNDING BALANCE REMAINING
JTL	2011-WO-012	ST-1	\$ 5,000.00	11-0107		\$ 1,160.00	03/25/11	\$ 1,160.00	04/11/11	7839*	\$ 3,840.00
JTL	2011-WO-012	ST-1	\$ 3,840.00	11-0241		\$ 2,180.00	06/24/11	\$ 2,180.00	07/11/11	7918*	\$ 1,660.00
JTL	2011-WO-012	ST-1	\$ 1,660.00	11-0349		\$ 60.00	08/26/11	\$ 60.00	09/13/11	000103	\$ 1,600.00
JTL	2011-WO-033	ST-2	\$ 10,000.00	11-0349		\$ 4,885.63	08/26/11	\$ 4,886.00	09/13/11	000103	\$ 5,114.37
JTL	2011-WO-033	ST-2	\$ 5,114.37	11-0408		\$ 180.00	09/26/11	\$ 180.00	10/11/11	000109	\$ 4,934.37
JTL	2011-WO-033	ST-2	\$ 4,934.37	11-0446		\$ 260.00	10/28/11	\$ 260.00	11/15/11	000111	\$ 4,674.37
JTL	2011-WO-033	ST-2	\$ 4,674.37	11-0674		\$ 1,320.00	02/27/12	\$ 1,320.00	03/14/12	000120	\$ 3,354.37
JTL	2011-WO-033	ST-2	\$ 3,354.37	11-0720		\$ 1,514.40	03/26/12	\$ 1,514.40			\$ 1,839.97
JTL	2011-WO-033	ST-3	\$ 5,000.00								\$ 5000.00
JTL	2011-WO-033	ST-4	\$ 20,000.00	11-0349		\$ 5,804.00	08/26/11	\$ 5,804.00	09/13/11	000103	\$14,196.00
JTL	2011-WO-033	ST-4	\$ 14,196.00	11-0408		\$ 920.00	09/26/11	\$ 920.00	10/11/11	000109	\$ 13,276.00
JTL	2011-WO-033	ST-4	\$ 13,276.00	11-0446		\$ 4,919.08	10/28/11	\$ 4,919.08	11/15/11	000111	\$ 8,356.92
JTL	2011-WO-033	ST-4	\$ 8,356.92	11-0522		\$ 3,310.00	11/28/11	\$ 3,310.00	12/13/11	000114	\$ 5,046.92
JTL	2011-WO-033	ST-4	\$ 5,046.92	11-0674		\$ 1,380.00	02/27/12	\$ 1,380.00	03/14/12	000120	\$ 3,666.92
JTL	2011-WO-033	ST-5	\$ 8,000.00								\$ 8,000.00
JTL	PENDING	ST-6									
JTL	PENDING	ST-7									
JTL	PENDING	ST-8									
OWK	2011-WO-044		\$ 30,000.00		S08312011	\$ 1,400.00	08/31/11	\$ 1,400.00	10/11/11	000108	\$ 28,600.00
OWK	2011-WO-044		\$ 28,600.00		S11302011	\$ 2,500.00	11/30/11	\$ 2,500.00	01/10/12	000117	\$ 26,100.00
OWK	2011-WO-044		\$ 26,100.00		S02292012	\$ 3,000.00	02/29/12	\$ 3,000.00			\$ 23,100.00

**Town of Greenville Water Utility
P.O. Box 188, 9706 Clark Street
Greenville, In. 47124
{812} 923-9128**

***CHECK NO. 000105 DATED 9-13-2011 WAS ISSUED FROM THE SPECIAL CHECKING ACCOUNT TO THE GENERAL OPERATING
ACCOUNT**

Jacobi, Toombs and Lanz
120 BELL AVENUE
CLARKSVILLE, IN 47129
(812) 288-6646

TALBOTTE RICHARDSON
GREENVILLE WATER CORP.
P.O. BOX 188
c/o GARY GETROST
GREENVILLE, IN 47124

Invoice number 11-0720
Date 03/26/2012
Project 11003 TOWN OF GREENVILLE
SANITARY MASTER PLAN

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
STEP 1: WWTP EVALUATION	5,000.00	68.00	3,400.00	3,400.00	1,600.00	0.00
STEP 2: IDENTIFY SEWER AREAS	10,000.00	81.60	6,645.63	8,160.03	1,839.97	1,514.40
STEP 3: MEET WITH FLOYD COUNTY HEALTH DEPARTMENT	5,000.00	0.00	0.00	0.00	5,000.00	0.00
STEP 4: PREPARE PRELIMINARY COLLECTION SYSTEM	20,000.00	81.67	16,333.08	16,333.08	3,666.92	0.00
STEP 5: COST ESTIMATES, PRIORITIZE PROJECTS	8,000.00	0.00	0.00	0.00	8,000.00	0.00
Total	48,000.00	58.11	26,378.71	27,893.11	20,106.89	1,514.40

STEP 2: IDENTIFY SEWER AREAS Professional Fees

ENGINEER II (PE)
AARON R. SUTHERLAND
Design

prepared estimates for meeting
prepared estimates for meeting

met about sewers

checked Heritage Springs

CAD TECH II
JEFFREY A. MCMAHAN
Drafting/CADD

RESIDENT INSPECTOR
RICHARD L. CRONE, JR.
Inspection/Observation

AUTHORIZED BY
ORDINANCE

2011-WO-033

APPROVED FOR
SUBMITTAL
FOR PAYMENT

3-29-12

RY

Date	Hours	Rate	Billed Amount
02/23/2012	4.00	90.00	360.00
02/24/2012	4.00	90.00	360.00
02/27/2012	3.00	90.00	270.00
02/29/2012	1.00	90.00	90.00
02/23/2012	3.50	60.00	210.00
02/24/2012	0.50	60.00	30.00
02/29/2012	3.00	60.00	180.00

STEP 2: IDENTIFY SEWER AREAS
Professional Fees

RESIDENT INSPECTOR
RICHARD L. CRONE, JR.
Inspection/Observation

marked manholes, fire hydrants, catch basins, and homes built on plans,

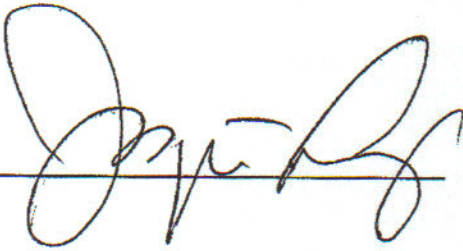
Date	Hours	Rate	Billed Amount
	19.00		1,500.00

Reimbursables

RICHARD L. CRONE, JR.
Miles

Units	Rate	Billed Amount
36.00	0.40	14.40

Invoice total **1,514.40**

Approved by: 

**PAY THIS
AMOUNT**

**AUTHORIZED BY
ORDINANCE 2011-WO-033**

NET 30 DAYS

**APPROVED FOR SUBMITTAL
FOR PAYMENT 3-29-12**



O.W. Krohn & Associates, LLP
CPA's and Consultants

231 E. Main Street
Westfield, In. 46074

Phone (317) 867-5888
www.owkcpa.com

INVOICE

502292012

Mr Randal Johnes
c/o Mr. Gary Getrost
Town of Greenville
P. O. Box 188
Greenville, Indiana 47124-0188

RE: GREENVILLE MUNICIPAL WASTEWATER UTILITY

For professional services rendered in connection with the proposed financial feasibility assessment for establishing a municipal sewage works. Includes consultations with Utility Officials, analysis of information provided by Monroe Shine and meetings and consultations with Town Attorney and District officials. Also, includes preparation of financial exhibits that illustrate various acquisition assumptions and funding options.

PROGRESS BILLING:

Time summary through:	02/29/2012	<u>Hours</u>
CPAs	AUTHORIZED BY	16.50
Consultants	ORDINANCE	2.50
Para-professionals	2011-WO-044	0.00
Time charges through:	02/29/2012	<u>Amount</u>
Standard time charges	APPROVED FOR	\$3,390.00
Courtesy adjustment	SUBMITTAL FOR	<u>-390.00</u>
INVOICE AMOUNT	PAYMENT 3/19/12	<u><u>\$3,000.00</u></u>

2012 hourly billing rates amount to \$100 for para-professional time charges,
\$135 for consultant time charges and \$185 for CPA time charges.

**Town of Greenville Water Utility
P.O. Box 188, 9706 Clark Street
Greenville, In. 47124
{812} 923-9128**

WATER TOWER / BOOSTER PUMP PROJECT FUNDING TRACKING

NOTE: ALL PAYMENTS SHALL BE CHARGED AGAINST THE WATER UTILITY SPECIAL PROJECT CHECKING ACCOUNT AT FIRST HARRISON BANK GREENVILLE, INDIANA

	APPROVED BY ORDINANCE NO.	FUNDED AMOUNT APPROVED / OR REMAINING	INVOICED NO. FROM JTL	INVOICED NO. FROM KROHN	AMOUNT OF INVOICE	DATE OF INVOICE	AMOUNT APPROVED FOR PAYMENT	DATE OF PAYMENT	WATER UTILITY CHECK NO.	FUNDING BALANCE REMAINING
	2011-WR-050	\$ 156,000.00								\$ 156,000.00
JTL	BOOSTER STATION DESIGN PROJ. 11090		11-0344		\$ 2,820.88	08/26/11	\$ 2,820.88	09/13/2011	000104	\$ 153,179.12
OWK	WATER TOWER			WT08312011	\$ 1,400.00	08/31/11	\$ 1,400.00	10/11/2011	000107	\$ 151,779.12
JTL	BOOSTER STATION DESIGN PROJ. 11090	\$ 151,779.12	11-0407		\$ 2,773.05	09/26/11	\$ 2,773.05	10/11/2011	000110	\$ 149,006.07
JTL	BOOSTER STATION DESIGN PROJ. 11090	\$149,006.07	11-0447		\$ 3,042.50	10/28/11	\$ 3,042.50	11/15/2011	000112	\$ 145,963.57
JTL	BOOSTER STATION AND WATER TOWER DESIGN	\$145,963.57	11-0523		\$ 4,162.75	11/28/11	\$ 4,162.75	12/13/2011	000115	\$ 141,800.82

**Town of Greenville Water Utility
P.O. Box 188, 9706 Clark Street
Greenville, In. 47124
{812} 923-9128**

	APPROVED BY ORDINANCE NO.	FUNDED AMOUNT APPROVED / OR REMAINING	INVOICED NO. FROM JTL	INVOICED NO. FROM KROHN	AMOUNT OF INVOICE	DATE OF INVOICE	AMOUNT APPROVED FOR PAYMENT	DATE OF PAYMENT	WATER UTILITY CHECK NO.	FUNDING BALANCE REMAINING
JTL	BOOSTER STATION AND WATER TOWER DESIGN	\$141,800.82	11-0580		\$11,694.50	12/22/11	\$ 11,694.50	01/10/2012	000116	\$ 130,106.32
JTL	BOOSTER STATION AND WATER TOWER DESIGN	\$130,106.32	11-0618		\$10,455.00	01/27/12	\$ 10,455.00	02/12/2012	000118	\$ 119,651.32
JTL	BOOSTER STATION AND WATER TOWER DESIGN	\$119,651.32	11-0678		\$ 3,431.94	02/27/12	\$ 3,431.94	03/13/2012	000119	\$ 116,219.38
OWK	WATER TOWER	\$ 116,219.38		WT02292012	\$ 4,000.00	02/29/12	\$ 4,000.00			\$ 112,219.38
JTL	BOOSTER STATION AND WATER TOWER DESIGN	\$ 112,219.38	11-0721		\$ 1,570.00	03/26/12	\$ 1,570.00			\$ 110,649.38

Jacobi, Toombs and Lanz
120 BELL AVENUE
CLARKSVILLE, IN 47129
(812) 288-6646

TALBOTTE RICHARDSON
GREENVILLE WATER CORP.
P.O. BOX 188
c/o GARY GETROST
GREENVILLE, IN 47124

Invoice number 11-0721
Date 03/26/2012
Project 11090 GREENVILLE WATER TANK AND
BOOSTER STATION DESIGN

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
SURVEYING AND ENGINEERING	65,000.00	61.46	38,380.62	39,950.62	1,570.00
CONSTRUCTION INSPECTION	35,000.00	0.00	0.00	0.00	0.00
Total	100,000.00	39.95	38,380.62	39,950.62	1,570.00

SURVEYING AND ENGINEERING

Professional Fees

	Date	Hours	Rate	Billed Amount
PRINCIPAL				
JORGE I. LANZ				
Project Management				
Meeting w/ Team and preparation				
ENGINEER II (PE)				
AARON R. SUTHERLAND				
Permitting				
looked at permit				
looked at permit				
prepared permit and documentation				
Made copies and prepared submittal				
Professional Fees subtotal		13.00		1,270.00

Reimbursables

INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
Fees & Permits

PAY THIS AMOUNT 300.00

Invoice total 1,570.00

Approved by: _____

A handwritten signature in black ink, appearing to be 'J. P. S.', is written over a horizontal line.

NET 30 DAYS

JACOBI, TOOMBS AND LANZ, INC.

4940

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
03/13/2012		PERMIT APPLICATION		300.00
DATE 03/13/12		VENDOR INDIANA DEPARTMENT OF ENVIRONMENTAL M TOTAL		300.00

JACOBI, TOOMBS AND LANZ, INC.
CONSULTING ENGINEERS

 120 WEST BELL AVENUE
 CLARKSVILLE, INDIANA 47129
 (812) 288-6646
 (812) 288-6656 FAX

 YOUR COMMUNITY BANK
 101 W. SERING ST.
 NEW ALBANY, IN 47150
 71-7182/2830

4940

PAY **Three Hundred and no/100**

DATE	CHECK	CHECK AMOUNT
03/13/12	4940	\$300.00

 TO THE ORDER OF INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
 ACCOUNT #3240-414000-140000
 100 NORTH SENATE AVENUE
 INDIANAPOLIS IN 46204

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈004940⑈ ⑆283071827⑆ 597724487⑈

O.W. Krohn & Associates, LLP
CPA's and Consultants

231 E. Main Street
Westfield, In. 46074

Phone (317) 867-5888
www.owkcpa.com

INVOICE

WT 02 29 2012

Mr. Randal Johnes
c/o Mr. Gary Getrost
Town of Greenville
P. O. Box 188
Greenville, Indiana 47124-0188

RE: GREENVILLE MUNICIPAL WATER UTILITY

For professional services rendered in connection with the proposed SRF Bond financing. Includes analysis of financial, billing and operational data, meetings and consultations with Town officials and assistance with SRF funding requirements. Also, includes progress on 2011 annual water utility financial statements to be used as the base line test year for the proposed SRF bond issue.

PROGRESS BILLING:

Time summary through:	02/29/2012	<u>Hours</u>
CPAs	AUTHORIZED BY	5.50
Consultants	RESOLUTION	26.50
Para-professionals	2011-WR-050	0.00
Time charges through:	02/29/2012	<u>Amount</u>
Standard time charges	APPROVED FOR	\$4,595.00
Courtesy adjustment	SUBMITTAL FOR	<u>-595.00</u>
INVOICE AMOUNT	PAYMENT 3/19/12	<u>\$4,000.00</u>

2012 hourly billing rates amount to \$100 for para-professional time charges,
\$135 for consultant time charges and \$185 for CPA time charges.

RJ

INVOICE FOR SNOW REMOVAL 2011- 2012

DATE: APRIL 3, 2012

INVOICE NO. 040312

THIS IS A INVOICE FOR SALTING AND SNOW REMOVAL FOR THE TOWN
OF GREENVILLE FOR THE WINTER OF 2011-2012.

GARY GETROST

FEBRUARY 10, 2012

1.5 HOURS SALTING TOWN STREETS

FEBRUARY 18, 2012

2.5 HOURS SALTING TOWN STREETS

MARCH 04, 2012

3.5 HOURS SALTING AND SOME
SNOW REMOVAL

AUTHORIZED FOR
PAYMENT BY ORDINANCE
2012-TO-001
4/4/12
RJS

=====

7.5 HOURS TOTAL @ \$25.00 PER HOUR

TOTAL \$187.50

ISSUE CHECK TO GARY GETROST
FOR \$187.50. \$187.50 TO BE
CHARGED AS A CREDIT AGAINST
MVH ACT. # 201001361 SNOW AND
ICE REMOVAL.

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

**PROJECT MEETING REPORT WATER TOWER AND
BOOSTER PUMP STATION BONDING**

MEETING HELD BY CONFERENCE CALL 03-26-2012

Subject: Tax Exempt Municipal Bonds:

Attendees: Greenville Council President Talbotte Richardson, Greenville Clerk / Treasurer Jack Travillian, Water Utility Superintendent Gary Getrost, Greenville Water Utility Office Manager Amy Stone, Greenville Town Attorney Chris Lane, Greenville Town Manager / Consultant Randal Johnes, Jorge Lanz and Aaron Sutherland of Jacobi Tombs and Lanz, James Gutting of Barnes and Thornburg and Jarrod Hall and Buzz Krohn of O. W. Krohn and Associates.

The meeting was called to order at 10:00 am by Buzz Krohn. Information was given, received and discussed. The following schedule was developed for the Bidding Process, Award of Contract for Construction, Acquiring Tax Free Municipal Bonds and completing information for the SRF loan if funds are available.

1. SRF Approval of bid documents and drawings was received on March 19th, 2012 which allows JTL to proceed with bidding process.
2. June 11th shall be the due date for bids. A bid opening will take place at the June 11th Monthly Meeting.
3. After bid opening, a copy of the bids will be given to Jorge Lanz for review and his recommendations as to which contractor to select. Town Manager Randal Johnes will also review bids. All bids to be considered shall be valid for 90 days.
4. A Resolution shall be developed by Chris Lane and Randal Johnes for awarding a contract to the successful bidder at the July 9th monthly meeting. Resolution shall be circulated to all Council Members a minimum of one week prior to the meeting. Awarding Contract shall be subject to SRF fund approval.
5. Jim Gutting shall be providing Town Manager Randal Johnes with a Tax Exempt Bonding Ordinance to be read at the Town's May 14th Monthly Meeting. Bond Ordinance will be approximately 40 pages to be read and will require a unanimous consent for passage. If not passed a Special Meeting Shall be scheduled for May 21st for the second and third reading.
6. SRF funding should be available July 1st, 2012

Randal Johnes
Greenville Town Manager / Consultant

johnesdrafting

From: "Rick Zoeller" <rick.zoeller@neacelukens.com>
To: <johnesdrafting@insightbb.com>
Cc: "Lynn Cavan" <lynn.cavan@neacelukens.com>
Sent: Thursday, March 29, 2012 11:44 AM
Attach: Town of Greenville Agreement.pdf
Subject: Town of Greenville / Anthem Blue Cross & Blue Shield - RFP Agreement

Mr. Johns, per our conversation of today, in order for both agent to obtain quotes from Blue Cross & Blue Shield, the attached form needs to be signed and returned to our office. In turn, we will submit this to Anthem Blue Cross & Blue Shield. This will allow both agents to obtain and submit quotes for the insurance.

Should you have any questions in regard to this issue, please let us know.

Thank you.

RICHARD A. ZOELLER CLU, ChFC | Vice President

NEACE LUKENS | An AssuredPartners Company
2325 Green Valley Rd., Suite 205, New Albany, IN 47150
P 812.206.5511 F 812.944.8810 C 502.262.6588

rick.zoeller@neacelukens.com neacelukens.com  LinkedIn  Facebook [Blog](#)

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3/29/2012

March 27, 2012

NOTICE OF DUPLICATE QUOTE REQUEST

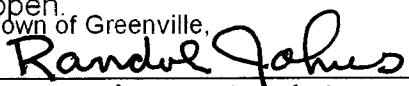
ATTN: Town of Greenville
9706 Clark St.
Greenville, IN 47124

Thank you for your recent request for a binding quote from Anthem Blue Cross and Blue Shield. It has come to our attention that your request has been submitted through more than one agent. For consistency purposes, our policy is to work with only one agent when reviewing medical applications.

Anthem's rating of your group will be consistent regardless of your agent selection.

Please select the agent you would like to work with regarding your request for a binding quote:

It is our understanding, communicated to us by Richard Zoeller of Neace Lukens, that Leigh Ann Crouch, an Account Executive with Anthem Blue Cross & Blue Shield, has agreed, in this case an exception will be made allowing both agents to receive and present quotes. That is what we would like to happen.

Signature X Town of Greenville,  Date 03 / 29 / 2012
TOWN MANAGER

Please sign and date this form and fax back to (317) 287-8709. We cannot proceed until this information is returned to us.

We look forward to serving your group's benefit needs and appreciate your promptness with this matter.

Thank you,

Small Group New Business & Underwriting

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise protected by law. Any

Minutes of Greenville Town Council Meeting March 12th 2012

Council President Talbotte Richardson called the regular monthly meeting to order. Other Councilpersons present were Bob Wright, Darryl Kepley, Patti Hayes, and Greg Redden, Town Manager Randal Johnes, along with Clerk Jack Travillian. Also attending the meeting were Town Attorney Chris Lane, Water Utility Superintendent Getrost, and several concerned citizens. The meeting was opened with a prayer from Detective Burkhart followed by the Pledge of Allegiance.

Minutes: The minutes for February 13th regular monthly meeting were discussed. Motion was made by President Richardson and seconded by Councilwoman Hayes to accept the minutes as amended. Motion passed 5-0.

Marshal Report:

The training session went well. Marshal Moore is in the hospital therefore Detective Burkhart gave the monthly report. The Marshal's Jeep is in for repairs. It is in need of transmission work. Councilman Wright has received bids about repairs needed. Councilman Wright made a motion and Councilman Kepley seconded to have the repairs completed, not to exceed a cost of \$1,200. Motion passed 5-0. Detective Burkhart stated that the light bar for his cruiser is in need of repairs, he will be handling the repairs. Councilman Wright made a motion and President Richardson seconded the motion to have the repairs completed not to exceed \$250. Motion passed 5-0.

Water Business:

Superintendent Getrost submitted monthly adjustments to the council. The board approved the adjustments for the bills without objection

Financial:

Review/Approval Checks and Expenditures: Clerk Travillian presented the forms for the checks written from the utility and the town. The council authorized the expenses.

Special Projects:

Engineer Jorge Lanz gave an update on the water tower project with financing from the State Revolving Credit appears likely sometime around July 1. Our project is #5 on the list of priority for next cycle. Town Manager Johnes suggested starting the bidding process with bids to be opened at the May monthly meeting.

Sewer Project:

Resolution 2012-WR-015; Purchase of Heritage Springs, Discussion about two proposals submitted for review from O. W. Krohn offer on the Heritage Springs waste treatment plant. Councilwoman Hayes made a motion and Councilman Redden seconded to offer option one of the proposals. Motion passed 4-1. Voting in favor of the measure was President Richardson and councilpersons Wright, Redden and Hayes. Opposing the resolution was Councilman Kepley.

Town Attorney:

Town Attorney Lane had a meeting with the clerk's office about prosecuting of town ordinances. He is reviewing the required documentation needed. Town Manager Johnes will review with the attorney the past ordinances for charging fees.

Old Business:

Ordinance 2012-WO-012; ORDINANCE CONCERNING THE CANCELTION WARRANTS - OLD OUTSTANDING CHECKS FOR THE GREENVILLE WATER UTILITY OF THE TOWN OF GREENVILLE, INDIANA. Second reading of the ordinance was completed and motion was made by President Richardson to accept the ordinance and seconded by Councilwoman Hayes. Motion passed 5-0. Third reading of the ordinance was completed and motion was made by Councilman Wright to accept the ordinance and seconded by Councilman Redden. Motion passed 5-0.

New Business:

Ordinance 2012-WO-007; ORDINANCE CONCERNING THE PROCEDURE FOR THE CANCELTION OF BAD DEBT OWED TO THE GREENVILLE WATER UTILITY OF GREENVILLE, INDIANA. First reading of the ordinance was completed and motion was made for unanimous consent by President Richardson and seconded by Councilman Redden. Motion passed (5-0). Second reading was completed. A motion was made by Councilwoman Hayes and seconded by President Richardson to accept the ordinance. Motion passed 5-0. Third reading was completed. A motion was made by President Richardson and seconded by Councilwoman Hayes to accept the ordinance. Motion passed 5-0.

Ordinance 2012-WO-008; ORDINANCE CONCERNING THE CANCELTION OF BAD DEBT OWED TO THE GREENVILLE WATER UTILITY OF GREENVILLE, INDIANA. First reading of the ordinance was completed and motion was made for unanimous consent by President Richardson and seconded by Councilwoman Hayes. Motion passed (5-0). Second reading was completed. A motion was made by President Richardson and seconded by Councilwoman Hayes to accept the ordinance. Motion passed 5-0. Third reading was completed. A motion was made by Councilwoman Hayes and seconded by Councilman Redden to accept the ordinance. Motion passed 5-0.

Questions/Answers Session: President Richardson opened the meeting to a question and answer session. Several citizens asked questions about the sewage system, and required hookups. President Richardson noted that the plan is for the purchase and use with Heritage Springs Subdivision only, at this time. President Richardson stated that there will be a public meeting before any purchase can be completed. Other questions were asked and responses were given.

No further business coming before the Council the meeting was adjourned.

Next Monthly Meeting to be held at 7:00 P.M. on April 9th, 2012.

PRESIDING OFFICER
TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON

JACK TRAVILLIAN
CLERK / TREASURER

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-020

**RESOLUTION CONCERNING THE APPROVAL FOR NEW OR
REMODELED CONSTRUCTION WITHIN THE TOWN OF
GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, is the entity for approving new and modification of structures within the Town of Greenville, Indiana and;

WHEREAS, the Town Council has reviewed plans and permits submitted in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance.

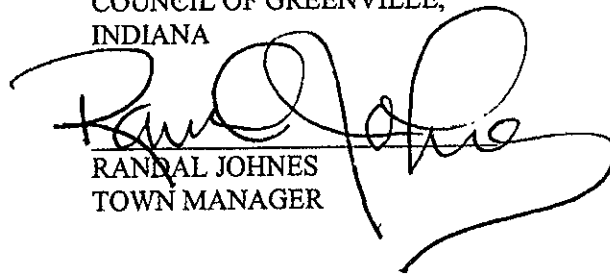
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

1. After signing of this Resolution the Developer, Builder, Contractor or Property Owner is hereby authorized to begin construction.
2. This Resolution applies to the following listed property located within the Corporate Limits of the Town of Greenville. See plot plan attached.
 - Lot 15, 1028 Frontier Trail, Heritage Springs Sub-Division Greenville, Indiana.
3. Developer. Builder, Contractor or Property Owners agrees to build, construct or modify structure or structures in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance; and further agree to inspections mandated by Ordinance 2010-T-067 or successor Ordinance by a Town of Greenville recommended building inspector {see Resolution 2010-R-084 or successor Resolution}.
4. After passage of the Resolution a signed copy shall be made available at the Greenville Water Utility Offices for pick-up by the Developer, Builder, Contractor or Property Owner, one copy for the Building Inspector, two copies for Greenville Town Clerk / Treasurer, one PDF copy made for the Town of Greenville Electronic File and a copy sent to the Floyd County Assessor Office.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-020

APPROVED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 19th DAY
OF MARCH, 2012.

DESIGNEE OF THE TOWN
COUNCIL OF GREENVILLE,
INDIANA



RANDAL JOHNES
TOWN MANAGER

ATTESTED BY:



JACK TRAVILLIAN, CLERK/TREASURER OR
AMY STONE DEPUTY CLERK/TREASURER
TOWN OF GREENVILLE, INDIANA

Ordinances and Resolutions Attached;

2010-R-008

2010-T-050

2010-T-060

2010-T-061

2010-T-063

2010-T-067

2010-T-068

2010-R-084

2010-R-086

Greenville Building Inspection Form

20
CONSERVATION
ERSCHEIM

105'76

Lot 15# HS
0.374 AC

90'28

71'3"

28'8"

21'4

188'11"

155'13'

46'4"

51'10"

15'

15'

12'5"

24'4"

22'6"

38'

B/L

1028 Frontier Trail Lot 15

DON THIENEMAN GROUP LLC
BPR # 2012 - BPR - 020

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-022

**RESOLUTION CONCERNING THE APPROVAL FOR NEW OR
REMODELED CONSTRUCTION WITHIN THE TOWN OF
GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, is the entity for approving new and modification of structures within the Town of Greenville, Indiana and;

WHEREAS, the Town Council has reviewed plans and permits submitted in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance.

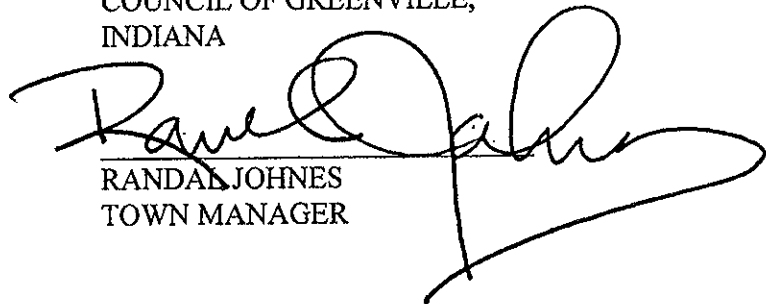
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

1. After signing of this Resolution the Developer, Builder, Contractor or Property Owner is hereby authorized to begin construction.
2. This Resolution applies to the following listed property located within the Corporate Limits of the Town of Greenville. See plot plan attached.
 - Lot 11, 1020 Frontier Trail, Heritage Springs Sub-Division Greenville, Indiana.
3. Developer, Builder, Contractor or Property Owners agrees to build, construct or modify structure or structures in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance; and further agree to inspections mandated by Ordinance 2010-T-067 or successor Ordinance by a Town of Greenville recommended building inspector {see Resolution 2010-R-084 or successor Resolution}.
4. After passage of the Resolution a signed copy shall be made available at the Greenville Water Utility Offices for pick-up by the Developer, Builder, Contractor or Property Owner, one copy for the Building Inspector, two copies for Greenville Town Clerk / Treasurer, one PDF copy made for the Town of Greenville Electronic File and a copy sent to the Floyd County Assessor Office.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-022

APPROVED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 27th DAY
OF MARCH, 2012.

DESIGNEE OF THE TOWN
COUNCIL OF GREENVILLE,
INDIANA



RANDAL JOHNES
TOWN MANAGER

ATTESTED BY:



JACK TRAVILLIAN, CLERK/TREASURER OR
AMY STONE DEPUTY CLERK/TREASURER
TOWN OF GREENVILLE, INDIANA

Ordinances and Resolutions Attached;

2010-R-008

2010-T-050

2010-T-060

2010-T-061

2010-T-063

2010-T-067

2010-T-068

2010-R-084

2010-R-086

Greenville Building Inspection Form

80'

LOT # 11 STEVE THIENEMAN
1020 FRONTIER TRAIL
BPR # 2012-BPR-022

49'-2"

12'-6" 2'

Lot # 11

280 AC
12,216 SF
m/L

15'-5"

152.41'

15'-5"

42'

50'

152.55'

42'

46"

12'-5"

219"

26'

37'

80' 80'

1020 Frontier Trail

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-023

**RESOLUTION CONCERNING THE APPROVAL FOR NEW OR
REMODELED CONSTRUCTION WITHIN THE TOWN OF
GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, is the entity for approving new and modification of structures within the Town of Greenville, Indiana and;

WHEREAS, the Town Council has reviewed plans and permits submitted in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance.

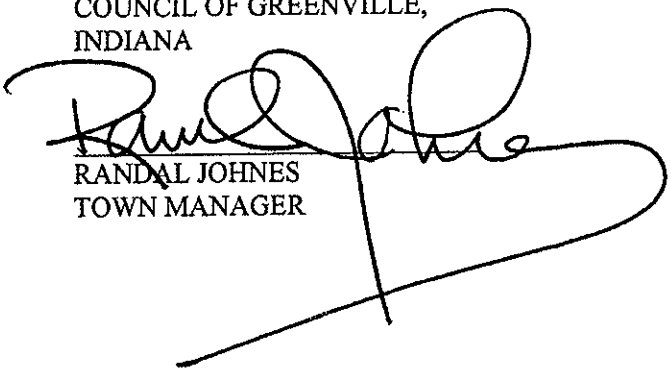
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

1. After signing of this Resolution the Developer, Builder, Contractor or Property Owner is hereby authorized to begin construction.
2. This Resolution applies to the following listed property located within the Corporate Limits of the Town of Greenville. See plot plan attached.
 - Lot 5, 1008 Frontier Trail, Heritage Springs Sub-Division Greenville, Indiana.
3. Developer. Builder, Contractor or Property Owners agrees to build, construct or modify structure or structures in accordance with Ordinance 2010-T-067, 2010-T-050 or successor Ordinance; and further agree to inspections mandated by Ordinance 2010-T-067 or successor Ordinance by a Town of Greenville recommended building inspector {see Resolution 2010-R-084 or successor Resolution}.
4. After passage of the Resolution a signed copy shall be made available at the Greenville Water Utility Offices for pick-up by the Developer, Builder, Contractor or Property Owner, one copy for the Building Inspector, two copies for Greenville Town Clerk / Treasurer, one PDF copy made for the Town of Greenville Electronic File and a copy sent to the Floyd County Assessor Office.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-BPR-023

APPROVED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 2 ND DAY
OF APRIL, 2012.

DESIGNEE OF THE TOWN
COUNCIL OF GREENVILLE,
INDIANA



RANDAL JOHNES
TOWN MANAGER

ATTESTED BY:



JACK TRAVILLIAN, CLERK/TREASURER OR
AMY STONE DEPUTY CLERK/TREASURER
TOWN OF GREENVILLE, INDIANA

Ordinances and Resolutions Attached;
2010-R-008
2010-T-050
2010-T-060
2010-T-061
2010-T-063
2010-T-067
2010-T-068
2010-R-084
2010-R-086
Greenville Building Inspection Form

BPR # 2012-BPR-023

137.03

Lot # 5

0.376 AC.

16,372 Sq. Ft.

m/L

49' 2"

181.84

153.27'

13.27

15'

50'

4' 2"

42'

4' 6"

12' 5"

15'

21' 9"

38'

70'

1008 Frontier Trail LOT 5

STEVE THENEMAN

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

03-30-2012

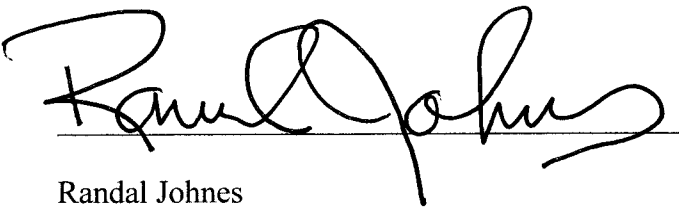
To: Whom it may Concern,

Subject: 1016 Pioneer Lane, Lot 38 Heritage Springs Sub-Division Greenville, Indiana

During the process of annexing Heritage Springs Sub-Division into the Corporate Limits of the Town of Greenville in 2010 a home was built on Lot 38, 1016 Pioneer Lane in October of 2010 by Steve Thieneman to be sold. At that time Floyd County referred Mr. Thieneman to the Town of Greenville to obtain a Building Permit for the construction of this home; this was during the annexation process of Heritage Springs. At that time the Town of Greenville had not established a Building Permit or Building Permit process. Mr. Thieneman Contacted me and I issued him a verbal Building Permit so that he could begin construction. The Town of Greenville did not establish a BPR {Building Permit Resolution} until March of 2011. This letter shall constitute a Building Permit approval for this property.

If you have any questions please feel free to contact me at {812} 923-9158

Respectfully,

A handwritten signature in black ink, appearing to read "Randal Johnes", written over a horizontal line.

Randal Johnes
Town Manager / Consultant
Town of Greenville, Indiana

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WR-021

**REVISED RESOLUTION FOR PROPOSED PURCHASE OPTION TO
THIENEMAN ENVIRONMENTAL LLC FOR THE ACQUISITION OF
THE HERITAGE SPRINGS WASTE WATER TREATMENT PLANT
FROM THE GREENVILLE WATER UTILITY OF GREENVILLE,
INDIANA.**

WHEREAS, the Town and Water Utility Council of the Town of Greenville, Indiana has determined that it is in the interest of the Town of Greenville that the Greenville Municipal Water Utility of Greenville, Indiana propose to Thieneman Environmental LLC option for the purchase of the Heritage Springs Waste Water Treatment Plant owned by Thieneman Environmental LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN AND WATER UTILITY COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

Town of Greenville Proposed Asset Purchase Option - Thieneman Environmental, LLC

1. Greenville to pay Thienemans the net purchase price, after allocating cost of WWTP capacity to their remaining lots within their CTA. Greenville will guarantee WWTP capacity for remaining lots within CTA at no cost to Thienemans. Thienemans must construct the collection system within their subdivision and dedicate to Town. Greenville will operate & maintain the sewage collection system and WWTP and agrees to maintain the current rate for customers within the CTA for a minimum of 5 years.

Cash paid to Thienemans to acquire utility	\$303,103
Value of capacity credit allocation for future users within Thieneman's CTA	\$675,087
 Total acquisition cost / value to Thienemans including capacity credits	 \$978,190

Note: The Town would also propose to acquire land adjacent to the existing WWTP for future expansion. Said additional land acquisition costs to be negotiated between Thienemans and the Town.

2. This Resolution replaces Resolution 2012-WR-015. After passage of this Resolution; Resolution 2012-WR-015 shall become null and void and be placed in the voided Ordinance file.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WR-021

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 9th DAY OF
APRIL, 2012.

PRESIDENT OF THE TOWN AND WATER
UTILITY COUNCIL OF GREENVILLE,
INDIANA

TALBOTTE RICHARDSON,

JACK TRAVILLIAN,
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES FOR
TALBOTTE RICHARDSON

ACCEPTANCE OF OPTION: _____ BY: _____

TITLE: _____ DATE: _____

FOR THIENEMAN ENVIRONMENTAL LLC

INFORMATION FOR THIS RESOLUTION PROVIDED BY O.W. KROHN OF O.W.
KROHN AND ASSOCIATES FINANCIAL ADVISER TO THE TOWN OF GREENVILLE
MUNICIPAL WATER UTILITY.

Greenville - Proposed Acquisition of WWTP		12/31/2010 - CTA Potential	
		<u>Total Plant</u>	<u>WWTP - 206</u>
Actual WWTP Capital Cost (per Monroe Shine Depreciation Schedules)		\$ 827,785	\$ 827,785
Estimated Cost of Collection System & Off Balance Sheet Capital		272,215	-
Gross Capital Costs incurred by Thienemans		\$ 1,100,000	\$ 827,785
Average Investment per Platted Lot within existing CTA	206	\$ 5,340	\$ 4,018
Capital Costs Recovered from Existing Customers	38	\$ 202,920	\$ 152,698
Net Capital Costs - Credit for Future Customers		\$ 897,080	\$ 675,087
Allocation of Net Capital Costs to Existing CTA	168	\$ 897,120	Capacity Credits \$ 675,087
	Total Value		Net Cash Pmt
Purchase Price - After Allocating Capacity Credits for CTA	\$ 978,190		\$ 303,103

Town of Greenville Proposed Asset Purchase Options - Thieneman Environmental, LLC

Greenville to pay Thienemans the net purchase price, after allocating cost of WWTP capacity to their remaining lots within their CTA. Greenville will guarantee WWTP capacity for remaining lots within CTA at no cost to Thienemans. Thienemans must construct the collection system within their subdivision and dedicate to Town. Greenville will operate & maintain the sewage collection system and WWTP and agrees to maintain the current rate for customers within the CTA for a minimum of 5 years.

Net Cash paid to Thienemans to acquire utility	\$ 303,103
Credit for capacity allocation for future users within Thieneman's CTA	\$ 675,087
Total acquisition cost / value to Thienemans - Includes credit for future capacity allocations	\$ 978,190

MY ACCOUNT



Announcements

Employment

Garage Sales

Merchandise

Real Estate

Rentals

Services

Transportation

WHAT ARE YOU LOOKING FOR?

Jeffersonville, IN, US

CHANGE

FIND IT

HOME

ANNOUNCEMENTS

TOWN OF GREENVILLE ORDINANCE N...



TOWN OF GREENVILLE ORDINANCE NO. 2012-WO-007

ORDINANCE CONCERNING THE
PROCEDURE FOR THE CANCELLATION OF
BAD DEBT OWED TO THE GREENVILLE
WATER UTILITY OF GREENVILLE, INDIANA.

WHEREAS, the Town Council of the Town of
Greenville, Indiana has determined that in
interest of being in compliance with the State
Board of Accounts and;

WHEREAS, there are not any State Codes
which apply to the cancellation of Bad Debt after
consulting with the State Board of Accounts and;

WHEREAS, the State Board of Accounts stated
an Ordinance has to be passed which states the
procedures for the cancellation of Bad Debt and;

WHEREAS, after researching Town of
Greenville Ordinances, an Ordinance does not
exist that addresses procedures for cancellation
of Bad Debt:

NOW, THEREFORE, BE IT ORDAINED BY
THE TOWN AND WATER UTILITY COUNCIL
OF THE TOWN OF GREENVILLE, INDIANA,
AS FOLLOWS:

1. Water Service Bad Debt being considered for
cancellation shall be a minimum of at least three
years irrecoverable from the last date of
attempted collection.
2. If Bad Debt is \$0.01 through \$99.99, Bad Debt
shall be cancelled by passing a Cancellation of
Bad Debt Ordinance after the three year waiting
period stated in item 1 above. If Bad Debt is
\$100.00 or greater see item 1 and 2 under Fines
and Penalties.

3. ENFORCEMENT:

Enforcement of this Ordinance shall be pursuant
to I.C. 36-1-6-1, I.C.36-1-6-2, I.C.36-1-6-3,
I.C.36-1-6-4, I.C. 34-28-6-1 or a successor
statute if said statute is repealed.

Fines and Penalties;

1. If Bad Debt of One Hundred U.S. Dollars
{ \$100.00 } or greater is not paid within 30 days, a
lien will be sought against person or persons
responsible real estate along with Attorney Fees
and Court Cost in accordance with I.C. 36-1-6-2
or successor statute, if said statute is repealed.
2. Furthermore, if the Bad Debt is not paid within
thirty (30) days, the Town may cause to be
certified to the County Auditor as a charge
against the taxes due and payable to the County
Treasurer in the following year together with
Attorney Fees and Court Cost in accordance
with I.C. 36-1-6-2 or successor statute, if said
statute is repealed.
3. The Town of Greenville may pursue any and
all penalties described in I.C. 36-1-6-3 in
addition to the penalties described in I.C. 36-1-6-
4, or a successor statute if said statute is
repealed.
4. Any portion of any prior Ordinance in conflict
with the provisions of this Ordinance is hereby
repealed.

[Need A Local Plumber?](#)

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[Contact Allied Interstate](#)

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www.allied-interstate.com

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Credit Ok. See Here Now!
RentToOwnCentral.com

AdChoices ▶

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Search Rent to Own Listings For \$1. Cheap
Homes, Bad Credit Accepted.
www.GetRentToOwn.com/Rent-to-Own

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Area, Price, Bedrooms, & More!
www.ApartmentGuide.com

[The Gibbs Firm](#)

We are Indiana's Property Tax Experts
www.thegibbsfirm.com

AdChoices ▶

5. The Town of Greenville Clerk/Treasurer shall publish this Ordinance within 30 days in the New Albany Tribune after passage.
6. The Town of Greenville Clerk/Treasurer shall attach a copy of the publication and related information to the original signed Ordinance and a PDF file shall be added to the electronic file copy of this Ordinance.
7. Any unlawful provision found in this ordinance shall not effect the remaining provisions.

ADOPTED BY THE TOWN COUNCIL OF
GREENVILLE, INDIANA, ON THE 12th DAY OF
MARCH, 2012. PRESIDENT OF THE TOWN
AND WATER UTILITY COUNCIL OF
GREENVILLE, INDIANA

TALBOTTE
RICHARDSON,

JACK TRAVILLIAN,
CLERK/TREASURER PREPARED BY:
TALBOTTE RICHARDSON

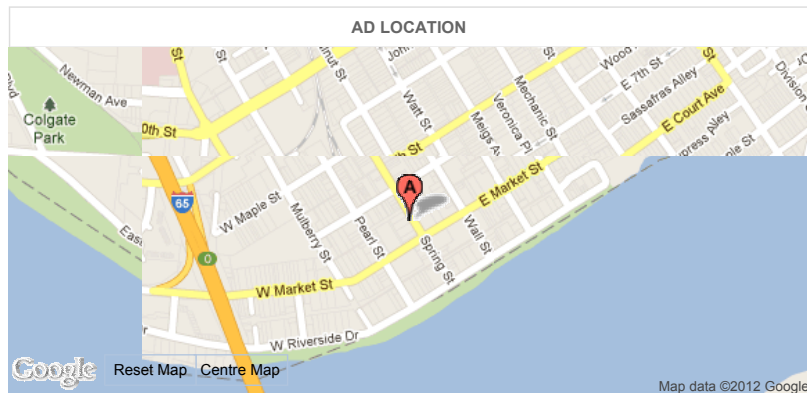
This listing was added on 2012-03-15

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***Town of Greenville
Greenville Municipal Water Utility***

P.O. Box 188, Greenville, Indiana 47124-0188
Tel: (812) 923-9821 - Fax (812) 923-1099

March 21, 2012

Floyd County Clerk Office
311 Hauss Square Suite 235
New Albany, In 47150

Linda,

Per, Greenville Town Manager we have printed out the attached ordinances for your files.
If you should have any questions please contact our office.

Ordinances received by x



Thank You,
Amy Stone
Office Manager/Deputy Clerk Treasurer

2012-W0-007

2010-W-066

2011-M0-042

2009-T-006

2011-T0-019

2009-T007

2011-T0-035

2009-T-008

2011-W0-017

2009-T-010

2010-M-030

2009-T-011

2010-M-031

2009-T-012

2010-M-041

2009-T-027

2010-M-044

2009-T-028

2010-M-087

2009-T-029

2010-T-018

2009-T-033

2010-T-027

2009-T-039

2010-T-046

2009-T-065

2010-T-047

2010-T-048

2010-T-049

2010-T-050

2010-T-054

2010-T-055

2010-T-056

2010-T-057

2010-T-058

2010-T-059

2010-T-060

2010-T-061

2010-T-063

2010-T-065

2010-T-067

2010-T-068



State Revolving Fund Loan Programs
an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

March 19, 2012

Emma Kotlowski
Technical Review Manager
(317) 234-1463
ekotlowski@ifa.in.gov

Mr. Gary Getrost, Superintendent
Greenville Municipal Water Utility
9706 Clark Street
Greenville, IN 47124

Dear Mr. Getrost:

Re: Bid Authorization
SRF Project No. DW101522 01
Water Utility Improvements
Greenville, Indiana

The Front End Document Certification Form for the above-referenced project has been received and accepted. You are hereby authorized to advertise for bids. When bids are received, the bidding data and information identified on the attachment to this letter should be submitted to this office. This information must be reviewed and approved by the State Revolving Loan Fund Program (SRF) prior to any construction contract award. Please be advised that it is the Greenville Municipal Water Utility's responsibility to ensure that all loan conditions are met and the project is initiated and completed in accordance with the approved PER and project schedule.

If your project contains GPR components, you must comply with the requirements detailed in Attachments F through H of the Front End Document Addendum found on our website at <http://www.in.gov/ifa/srf/> located directly under the Front End Document Certification Form.

Please understand that bid authorization is being approved prior to the issuance of your construction permit. Keep in mind that you are responsible for acquiring a construction permit for this project. If significant changes occur during IDEM's review of the construction permit application, you will be required to re-advertise to reflect those changes.

Review or approval of any document by or for SRF does not relieve the Greenville Municipal Water Utility of its responsibility to properly plan, design, build, and effectively operate and maintain the treatment works as required by federal and state statutes, rules, regulations, permits, and best management practice. The SRF is not responsible for increased costs resulting from defects in the plans, design drawings, specifications, inspections, construction, or other subagreement documents related to the project.

Please note that our records indicate that the loan for this project has not yet closed. This approval is bid related only and does not guarantee financing. Also be advised that you must have financing in place before construction of your project. Any work completed before



the loan closing may be deemed ineligible for SRF funding. Questions related to the financing should be directed to Bill Harkins at 317-234-4862.

Also remember that you are required to maintain a Bidders List of all entities that bid on the proposed project. You must maintain this list in your files until your loan is closed out. A copy of this form must also be submitted to SRF, along with the post-bid documents.

Finally, it is important to note that any changes to the approved plans and specifications require an addendum prior to the bid opening. If the changes significantly alter the scope or design of the project or increase the amount of financing needed, those change orders would need prior SRF approval to be considered eligible for loan participation.

If you have any questions regarding this information, please contact Doris Roberson, Project Coordinator, at 317-234-1266.

Sincerely,



Emma Kottlowski
Technical Review Manager

Attachment

cc: Jorge Lanz, P.E.
Jacobi, Toombs & Lanz

State Revolving Loan Fund (SRF)
Post-Bid Document Submittal Requirements

The following information is to be submitted to the Department prior to any construction contract award:

1. Bid related documentation:
 - a. Evidence of advertising and Publisher's Affidavit.
 - b. Engineer certified bid tabulation(s) that includes a complete spreadsheet of all bidders with their respective unit prices for each item listed in the approved specifications. (Include the engineer's estimate.)
 - c. Analysis (bid evaluation) of the bids and the basis for each contractor selection including a statement or resolution of the community's governing body supporting the proposed award.
 - d. If any award is proposed to other than the apparent low, responsive, responsible bidder, a copy of each apparent lower bid proposal and documentation of the reasons for rejecting any such bids including, as applicable, supporting technical and legal opinions.
 - e. A copy of the bid bond for the proposal of each apparent low, responsive, responsible bidder to whom an award is proposed.
 - f. A copy of Bid Form 96, bid proposal and financial questionnaire submitted by the successful bidder(s).
 - g. Copies of all addenda to the plans and specifications along with bidder's acknowledgement of receipt of all addenda.
2. A narrative statement describing the basis of and status on any bid protests that have occurred.
3. Documented compliance proof of efforts to meet MBE/WBE goals.
4. Signed copy of Form OEE-1, "Certification of Nonsegregated Facilities."
5. Signed copy of Form OEE-2, "Notice to Labor Unions or Other Organizations of Workers - Nondiscrimination in Employment."
6. Copy of Davis Bacon Wage Determination used for the project (In effect the day of the bid opening).
7. Bidder's List
8. Good Faith Efforts Worksheet
9. Attachment H (Front End Document Certification Addendum), if project has GPR.



State Revolving Fund Loan Program
an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

March 19, 2012

Emma Kottlowski
Technical Review Manager
(317) 234-1463
ekottlowski@ifa.in.gov

Mr. Gary Getrost, Superintendent
Greenville Municipal Water Utility
9706 Clark Street
Greenville, IN 47124

Dear Mr. Getrost:

Re: Federal Wage Determination
SRF Loan No. DW101522 01
Water Utility Improvements
Greenville, Indiana

A copy of the Davis Bacon General Wage Decision No. IN100006, as issued by the Department of Labor, must be included in all construction contracts in excess of \$2,000 in accordance with EPA's Labor Standards Provisions. **You are required to use the modification that is in effect on the date of your bid opening.**

A copy of this decision must be posted at the project site. Please keep a copy of this decision in your project file to be used when reviewing contractor payroll reports. If additional contracts are procured, you must use the wage decision that is in effect at the time the contract is initiated.

Wage rate publications are subject to modifications. All actions modifying a General Wage Decision shall be applicable upon the effective date of publication. You can access this information at <http://www.gpo.gov/davisbacon/>

SRF has assigned a Labor Standards Administrator (LSA) who will review all certified weekly payrolls, conduct labor standards interviews, and oversee bidding and Davis-Bacon wage compliance for all projects under your SRF loan which closed after 10/30/2009. The LSA for your loan is Ms. Amy Miller at Cornerstone Grants Management, Inc.; Amy can be reached at (317) 881-4854 or MillerAmy@comcast.net. Please contact your LSA prior to bidding your projects.

If the contract is not awarded within 90 days from bid opening, you will need to use the wage decision that is in effect at the time of your contract award date. Therefore, please try to make an effort to award the contract within 90 days of bid opening.

It is required that a pre-construction conference be held by you prior to the beginning of construction. Please notify this office no later than 10 days prior to the date of your scheduled



March 19, 2012

conference. During the pre-construction conference, we recommend obtaining the job classification, the area, and the group which the contractors will utilize for their employees.

If you have any questions regarding this information, please contact Tiffany Murray at 317-234-6836.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emma Kottlowski', written over a horizontal line.

Emma Kottlowski
Technical Review Manager

cc: Jorge Lanz, P.E.
Jacobi, Toombs & Lanz

Town of Greenville

I am an individual who travels through your town each day going back and forth to work.

There is an area I pass in your town that is absolutely atrocious. I keep hoping that someone who resides in Greenville would also get tired of seeing this mess and do something about it.

I feel sure you know exactly where I am talking about. It is in the west end of town. It is a small house that sits on the highway and it has an enormous amount of "junk" sitting on their property. The fact that it sits on the highway we all get a great look morning and evening.

I've seen what looks like a cemetery for broken down vehicles, tarps, tents, every kind of lawn ornament you can imagine and some you don't even want to think about.

There are a variety of sheds, a horse trailer, cars and trucks parked on the sidewalk, tree branches and limbs in every condition. There is an industrial refrigerator, several campers, tires, lumber, steel, ladders, a bread machine on the porch along with numerous tarped items on the porch.

You even get a better view of the back should you need to use the First Harrison Bank facilities. I can't think that this would be very pleasing to them.

I can't even ponder who lives there or how many people may live there or how they possibly get in and out of their doors.

I have relatives who have passed through the town to come visit with us and they have commented on the house. One cousin even mentioned maybe you could find "Waldo" there.

One of my uncles wanted to play a game and try to list all the things we saw and see who could get the most right. I know, this isn't funny.

If the people who own this property do not have the means to clean this up maybe the town or the townspeople could help out with dumpsters and their time to take some pride in their town and clean up this eyesore. Maybe it is just overwhelming to them and they could use help.

Sorry to vent, but I was stopped for a school bus today to let children off down the street and happened to be right in front of this "sight". I noticed the property right across the highway is for sale. Who in their right mind would want to look out on to this mess everytime you looked out the window. Good luck trying to sell.

I know this is none of my business so you can just throw this away and no one else will ever see it, or you can act on it by sharing this with your fellow townspeople and see if anyone has a suggestion.

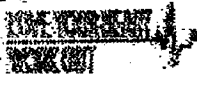
Thank you for your time!

M. Landgraf

*Received March 20th
By Amy Stone*

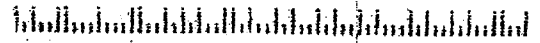
LOUISVILLE KY 400

19 MAR 2012 PM 3 L



Town Board
Greenville, IN 47124

4712489999



johnesdrafting

From: "Seal, Glenda" <GSEAL@indot.IN.gov>
To: <johnesdrafting@insightbb.com>
Cc: "Hamilton, Beth" <BHamilton@indot.IN.gov>; "Eaton-McKalip, Kathy" <KAEATON-McKALIP@indot.IN.gov>
Sent: Friday, March 23, 2012 1:22 PM
Subject: #844596, Signal Light

Dear Mr. Johnes,

Thank you for your e-mail of March 21, 2012 regarding the installation of a signal light in Greenville at Cross Street and US 150. District Deputy Commissioner Eaton-McKalip has asked me to respond on her behalf.

The Indiana Department of Transportation (INDOT) is on schedule for the 11/14/2012 RFC (Ready for contract) date.

If we may be of further assistance, please feel free to contact us.

Glenda M. Seal
Customer Service Manager
gseal@indot.in.gov
INDOT - Seymour District
185 Agrico Lane
Seymour, IN 47274
812-524-3720

From: johnesdrafting [mailto:johnesdrafting@insightbb.com]
Sent: Wednesday, March 21, 2012 11:50 AM
To: Eaton-McKalip, Kathy
Cc: Greenville Council President Richardson
Subject: Signal Light

03-23-2012

Ms. McKalip,

Wanted to check with you on the schedule for the installation of the signal light in Greenville at Cross Street and U.S. 150. Last year we were talking about it possibility being installed around July of this year. Just looking for an update.

Respectfully,

Randal Johnes
Town Manager / Consultant
Greenville, Indiana

4/4/2012

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

AGENDA FOR:

TOWN OF GREENVILLE, INDIANA

MONTHLY MEETING FOR MONDAY, APRIL 09, 2012

- 1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT:** Talbotte Richardson
- 2. OPENING MEETING WITH PRAYER AND PLEDGE OF ALLEGIANCE:**
- 3. READING, REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MONTHLY MEETING OF MARCH 12TH, 2012.**
- 4. MARSHAL'S REPORT:** David Moore.
- 5. WATER BUSINESS: WATER SUPERINTENDENT:** Gary Getrost
 - {A} - Report on water usage and leaks
 - {B} - Superintendent's report
- 6. FINANCIAL: GREENVILLE TOWN CLERK:** Jack Travillian
 - {A} - Review and Approve Checks and Expenditures.
- 7. COMMITTEE REPORTS:**
 - {A} - Town Council President: Talbotte Richardson
 - {B} - Emergency Services: Talbotte Richardson
 - {C} - Streets and Roads: Bob Wright
 - {D} - Public Relations: Patti Hayes
 - {E} - Property Cleanup: Talbotte Richardson
 - {F} - Special Projects: Greg Redden
 - {G} - Attorney: Chris Lane
 - {H} - Town Manager: Randal Johnes
- 8. OLD BUSINESS:**
 - {A} - Ordinances Second or Third Reading:
- 9. NEW BUSINESS:**
 - {A} - Ordinances First Reading:
 - 2012-WR-021 Revised proposal to Thieneman Sewer Plant
 - {B} - Citizens requesting to speak and subject:
- 10. ADJOURNMENT:**
 - Next Monthly Meeting May 14th, 2012 @ 7:00 PM

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

Date: 04-06-2012

To: Attorney Chris Lane
Legal Counsel for the Town of Greenville, Indiana

From: Randal Johnes
Town Manager
Greenville, Indiana

Subject: Article 5 Services to be provided by the New Albany – Floyd County Animal Shelter.

Mr. Lane,

I shall attempt to explain the situation of disagreement between the New Albany – Floyd County Animal Shelter and the continual refusal of the New Albany – Floyd County Animal Shelter to provide Article 5 Services to the Town of Greenville.

As you are aware, I sent you a copy of a letter hand delivered by Marshal Moore along with our Animal Control Ordinance 2010-T-056 to Travis Yates of 6001 Beechwood Drive Greenville, Indiana today. I am happy to report that Mr. Yates has informed Marshal Moore he will take immediate corrective actions so that his dog will be contained to his property.

The problem we had was the same problem that keeps reoccurring. Marshal Moore contacted David Hall of the New Albany – Floyd County Animal Shelter to provide Article 5 Services and he refused unless the President of the Animal Control Board a Dr. Jensen approved providing assistance in apprehending the stray dog. Marshal Moore was given the phone number of Dr. Jensen {812-948-8297}. Marshal Moore did speak with Dr. Jensen and was told they would assist him on a one time basis.

This continued lack of cooperation to honor the Article 5 agreement signed by the Town of Greenville, Floyd County and the City of New Albany covered by an Interlocal Cooperation Agreement signed by the Floyd County Council and the Civil City of New Albany on the 4th day and 12th day of January, 2005. It was also signed and executed by the Town of Greenville on the 14th day of February, 2005 {see information attached: Minutes of Greenville Town Council Meeting February 14th, 2005 and Article 5 Services}.

In March 2009, it was determined by the Greenville Council that we needed to develop an Ordinance to address Animal Control because the Article 5 Services did not address such issues as animal cruelty, puppy mills, farm animals, etc. When the original Ordinance was written we sent it to the New Albany – Floyd County Animal Shelter for their review and comment. The New Albany – Floyd County Animal Shelter requested a meeting be held at their facility to discuss the Ordinance. Greenville Council President Talbotte Richardson, Greenville Town Attorney Richard Fox and I attended that meeting.

At this meeting we were informed that if we wanted the New Albany – Floyd County Animal Shelter to provide the services in Ordinance 2009-T-009 we would have to pay them to do so. I told them we expected them to provide only services provided under the Article 5 Services under the 2005 Interlocal Agreement. I told them we just wanted them to review our Ordinance to suggest any thing we could add to improve it.

Ordinance 2009-T-009 was passed by the Greenville Town Council on April 15th, 2009. In researching Ordinances passed prior to 2010, I found that we had no record of them being published in the paper of record as required by Indiana State Law {the clerk Jack Travillian was handling having this done prior to 2010 and this is

Town of Greenville
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why I took it over}. Several of the Town's Ordinances had to be rewritten and 2009-T-009 was one of those Ordinances. Ordinance 2010-T-056 was written and passed on August 30th, 2010. This Ordinance replaced Ordinance 2009-T-009 but nothing was changed in the rewrite. Ordinance 2010-T-056 was published in the New Albany Tribune on September 15th, 2010 thus complying with Indiana State Law.

I have attached Ordinance 2010-T-056 for your review. Please take note that on page one item 2 the responsibility of the Town Marshal is to notify the New Albany – Floyd County Animal Shelter for pick-up of animals under the Article 5 Interlocal Agreement. This is all we are asking the Shelter to do and nothing else.

On March 20th, 2011 we had an incidence of two dogs on US 150 where one was hit by a vehicle and the other dog stayed by its side because I believe they were brother and sister. The New Albany – Floyd County Animal Shelter was called but they refused to pick-up the dogs because they were within the Town of Greenville Corporate Limits. The dogs laid there for three days. On the third day Council President Talbotte Richardson and I were made aware of the situation. At that time, Council President Talbotte Richardson and I went to the New Albany – Floyd County Animal Shelter to have a meeting with David Hall over this incidence. We did meet with him and he informed us he would not provide Article 5 Services unless we paid the shelter \$1800.00 a year. We let him know we thought he was incorrect because we did have an Interlocal Agreement signed by Floyd County and the City of New Albany. We also told him we felt that he not attending to an injured dog that he knew about for three days was inexcusable. David Hall basically threw Talbotte and me out of his office. By that time we were informed a resident on US 150 had allowed the dogs to stay in his barn and was feeding them. Council President Talbotte Richardson and I went to the Hillside Animal Clinic to try to get help for this injured dog. We were going to pay for any medical bills ourselves. Hillside told us they had no way to pick the dog up. However, if we could bring the dog in they would give it the medical attention it needed. When Talbotte and I returned, we contacted Marshal Moore and he brought his truck. While we were trying to figure out how to get the injured dog into the truck, I nudged the injured dog and he stood up. At that time, he and his sibling started walking across a field towards a sub-division and we assumed they were heading home.

On March 24th, 2011, I was informed that the dogs were back along Schuler Road {just off US 150}. The Marshal contacted the New Albany – Floyd County Animal Shelter to pick the dogs up. Again they refused to pick-up any animals within the Greenville Corporate Limits. David Hall of the New Albany – Floyd County Animal Shelter was contacted and told that the dogs were in the county and not in the town. He was told just because a resident has a Greenville address does not mean it is in the town. He stated this was confusing to him as to what was town and what was county. He was told it makes no difference because under the Article 5 Interlocal Agreement the services applied to the county and town. So, it did not make any difference as to rather the animal was in the county or the town. They did come out and picked up the dogs on the 24th.

On March 25th, 2011 Greenville Attorney Rick Fox received a letter from Attorney Jonathan Leachman representing the New Albany – Floyd County Animal Shelter {see letter attached}. It basically states that because we passed Ordinance 2010-T-056 they would no longer provide Article 5 Services after April 1st, 2011. Attorney Fox contacted me and I told him in my opinion they could not do that because we had a legal contract through the Interlocal Agreement signed in 2005 and our Ordinance had not superseded that agreement but supported it.

Attorney Fox held a meeting on April 19th, 2011 in his office to discuss the position of the Town of Greenville. David Hall and Attorney Jonathan Leachman representing the New Albany – Floyd County Animal Shelter attended that meeting in Attorney Fox's office. Attorney Fox sent a letter of understanding of the agreements

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

made in that meeting to Attorney Leachman and David Hall of the New Albany – Floyd County Animal Shelter {see letter dated April 19th, 2011 attached}. In this letter the New Albany – Floyd County Animal Shelter agreed to continue providing Article 5 Services as agreed to in 2005.

The Town of Greenville received an invoice for \$162.00 from the shelter dated 11-17-2010 for services provided on March 24th, 2011 for the two dogs picked up on Schuler Road which was in the county. Attorney Fox told me to just ignore it which I did. David Hall told Attorney Fox the reason for the invoice was because the dogs were in the town before they were picked up in the county.

We continued to have issues with David Hall of the New Albany – Floyd County Animal Shelter on Picking up stray and dead animals. We requested to speak before the Floyd County Commissioners at their June 21st, 2011 Monthly Meeting. I presented to the Commissioners the position of the Town of Greenville concerning the Interlocal Agreement and Article 5 Services under that agreement to be provided to the town and county. David Hall was allowed to speak and his statement was that they would provide those services for \$1800.00 a year. His statement was that the county could pay \$900.00 and the town could pay the other \$900.00. I explained that the fees for the Article 5 Services were paid by county taxes and the residents of Greenville pay county taxes. I stated that we had an understanding through the meeting held on April 19th that the Shelter would provide Article 5 Services at no charge to the town. David Hall stated no such agreement was made. Attorney Fox then injected himself into the meeting telling David Hall that he and his Attorney had agreed to provide those services {see letter dated April 19th mentioned above and News and Tribune Article dated June 22, 2011 attached.} The Commissioner did instruct David Hall to provide Article 5 Services to the Town of Greenville {see Letter Dated June 29th, 2011 from Randal Johnes to Mark Seabrook}.

On July 18th, 2011 the Town of Greenville received another invoice from the New Albany – Floyd County Animal Shelter dated July 15th, 2011. It was for the services that were already billed that we did not pay. In the meeting with the Commissioners on the 21st they told us we did not need to pay that invoice because it was covered under the Interlocal Agreement Article 5 Services. Additionally, on that invoice were charges for a stray dog picked up on July 9th, 2011. The total of that invoice was \$267.00. I spoke with Attorney Fox about the invoice and again he instructed me not to pay it {see e-mail from Amy July 18th, 2011 and invoice attached}.

The Town of Greenville continued to have issues with having stray animals picked up in Greenville by the New Albany – Floyd County Animal Shelter under the direction of David Hall. I was informed by Attorney Fox that David Hall had requested to speak before the Commissioners at their October 4th, 2011 Monthly Meeting. David Hall stated that he was requesting that the Floyd County Commissioners, City of New Albany and The Town of Greenville sign a new Interlocal Agreement which would require the Town to pay for Article 5 Services and adopt the Floyd County Animal Control Ordinance; and if the new agreement was not signed the New Albany – Floyd County Animal Shelter would stop providing Article 5 Services to the Town of Greenville on October 15th, 2011. The new agreement was written to appear as though Greenville had drafted it which we had not. David Hall also stated that there was an outstanding invoice for \$700.00 on a dog being held for a Greenville Resident. Talbotte and I had requested to be on the agenda because we knew of this new Interlocal Agreement through Attorney Fox. Talbotte and I both stated we would not be in favor of signing a new Interlocal Agreement. I stated we were not aware of a \$700.00 bill on a dog being held for a Greenville Resident. David Hall brought up that Georgetown had an agreement with the Shelter to enforce their Animal Control Ordinance. I stated we did not want the shelter to enforce our Ordinance; all we wanted them to do was provide the Article 5 Services agreed to under the 2005 Interlocal Agreement. David Hall insisted that the Commissioners sign the new Interlocal Agreement. Council President Talbotte Richardson pointed out that unless the Town of Greenville signed it would not be valid. He stated that it would take all three parties involved to agree to sign to rescind the 2005 Interlocal Agreement and the town was not willing to do so. Council President Talbotte Richardson also pointed out that the New Albany – Floyd County Animal Shelter receives 100% of its funding from Floyd County and City of New Albany taxes and to agree to pay for Article 5 Services would be double taxation on the residents of Greenville. The Commissioners refused to sign the new Interlocal Agreement and

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

instructed David Hall to continue to provide Article 5 Services to Greenville under the 2005 agreement. The Commissioners once again stated that the Town of Greenville were not responsible for any invoices in regards to stray or dead animal pick-up {see News and Tribune Article dated October 5th, 2011 and proposed Amendment to Interlocal Agreement drafted for David Hall attached}.

On October 5th, 2011 I sent an e-mail to David Hall requesting information on the \$700.00 outstanding invoice for an animal picked up at a Greenville Residence {see e-mail attached}. What I received surprised me. It was a total for all stray animals that had been picked up in Greenville going back to and including March 24th, 2011. It also included a dog that was picked up when the owner was not at home and had gotten loose. Greenville Detective William Burkhardt had called the shelter because we had no way to contain the dog. The dog had on a shock collar; however, the system had failed and the owner had chained the dog to his dog house. The dog broke the chain and went to a neighbor's home and the neighbor called Detective Burkhardt. When the owner returned she was informed the next morning that the dog was at the shelter and she would have to go there to pay whatever fees were required to retrieve her dog. She did go to the shelter and was told since the dog had a chip in from a Veterinarian Facility at Fort Knox Kentucky she had no proof of ownership. She showed them her bill of sale and David Hall still refused to release the dog. He did give her the shock collar that was on the dog. She called me and I told her to tell David Hall that Detective Burkhardt or I could confirm her ownership. She informed him of what I said but, I did not hear from him. Instead I was informed that he had euthanized the animal that same week. On page one of two of these invoices you will notice that the dog picked up on July 9th, 2011 and euthanized was that dog. This dog was very dossal and showed no aggressive tendencies. I felt like it took a lot of nerve to invoice us for that dog. This situation was presented to the Commissioners. They found it appalling but did not reprimand David Hall for his actions {see e-mails dated October 5th, 2011 and invoices attached}, Again we were told not to pay these invoices.

I have also attached an Animal Control Authority Meeting held on October 20th, 2011. We do not know what took place at that meeting. It says that they would accept public input from 7:00 to 7:45; however, we felt we had said all we had to say on the subject.

I have also included an interview the Tribune had with Council President Talbotte Richardson on December 10th, 2011.

This brings us to the issue we had this week with once again David Hall refusing to send someone to assist Marshal Moore which he had classified the dog as dangerous which is covered under the Article 5 Interlocal Agreement item {a}.

The last attachment is the Article 5 Services to be provided under the Interlocal Agreement of 2005.

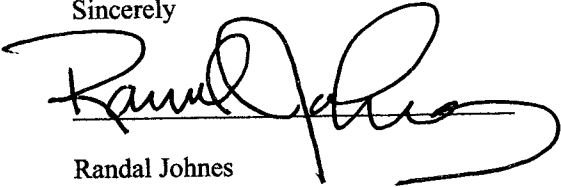
The Town of Greenville has not changed its position concerning the 2005 Interlocal Agreement and the Article 5 Services that are to be provided under its provisions. The New Albany – Floyd County Animal Shelter is 100% funded by Floyd County and the City of New Albany's tax payers. If the Town was to agree to pay for Article 5 Services it would be double taxation on the residents of Greenville. County residents do not have to pay additional for these services why should Greenville Residents. If we were to agree to pay the shelter \$1800.00 for the Article 5 Services, should we pay the Floyd County Sheriff's Department \$1800.00 a year additional to make emergency runs to Greenville? Should we pay the New Albany – Floyd County Library \$1800.00 a year additional to allow Greenville Residents to use the Library?

Please write or contact Dr. Jensen in the hopes of resolving this issue. If this issue cannot be resolved then I believe we are at the point of seeking relief through the Floyd County Court System. If we must go through the Floyd County Court System, please advise us to all of the parties that should be included in the suit for breach of contract.

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

I hope the information I have provided you here will help in speaking with Dr. Jensen or preparing your brief for the court case.

Sincerely

A handwritten signature in black ink, appearing to read "Randal Johnes", written over a horizontal line.

Randal Johnes
Town Manager
Greenville, Indiana

CC: Council President Talbotte Richardson
Council Vice President Patti Hayes
Council Member Greg Redden
Council Member Darryl Kepley
Council Member Bob Wright
Council Clerk / Treasurer Jack Travillian
Greenville Marshal David Moore
Greenville Detective William Burkhart
File

Minutes of Greenville Town Council Meeting
February 14, 2005

President Dave Matthews called the regular monthly meeting to order. Other Councilpersons present were Janet Wright, Hanzel Barclay, Joey Receveur and Clerk Jack Travillian. Also attending the meeting were Greenville Water Utility Superintendent Gary Getrost, town attorney Denise Franke and other concerned citizens. Minutes were read and approved; H. Barclay made the motion and J. Wright seconded. (Motion passed 3-0)

Old Business:

Greenville Water Utility Personnel Policy: President Matthews read Ordinance 2005-W-44 rescinding Ordinances 1996-08 and 1999-W-13 and establishing the Personnel Policy for the Greenville Water Utility. After a brief discussion of the ordinance, motion to accept the Ordinance was made by R. Receveur and seconded by J. Wright. Motion passed 3-0.

President Matthews read ordinance 2004-T-43 transfer of funds from Riverboat Gaming Fund to General Funds for additional Fire Department funding. Motion to accept was made by J. Wright and seconded by H. Barclay. Motion passed 3-0.

Floyd County Animal Control Board administrator David Hall was present and presented an amended Interlocal Cooperation Agreement for services to be provided for animal control and disposal of deceased animals for the Town of Greenville. The agreement was read by President Matthews and reviewed by attorney Franke. Mr. Hall asked what services the town was expecting to receive and then gave a document of services to be provided by the department to each board member. Councilperson Wright asked about capturing of wild animals and Hall advised her that would need to be done through Department of Natural Resources (DNR). Motion was made by R. Receveur and seconded by J. Wright to accept the re-written agreement. Motion passed 3-0. The email address of Floyd County Shelter is NAFCanimalshelter@yahoo.com.

Water Utility contract with Indiana American Water Company: Superintendent Getrost has been in contact with Dave Pop from Ramsey Water and they are in agreement with new contract wording. Getrost advised that Indiana American Water should be contacting him before next meeting with the new amended contract.

Greenville Township Volunteer Fire Department: President Matthews read a letter being sent to the Greenville Township Volunteer Fire Department advising them of the need to begin charging for non-emergency water uses. See attached letter that was amended and will be sent per motion by R. Receveur seconded by H. Barclay. Motion passed 3-0.

President Matthews presented the board with a letter that he requested be sent to all Wind Dance Farm residents in regards to limitation of our current fire protection. The Council requests in addition to Wind Dance residents it also to be sent to all persons living in the

Town of Greenville with two or more story building. Motion made by H. Barclay seconded by R. Reservoir. Motion passed 3-0. Amended letter attached

Pastor Mark Avery of the Faith Harvest Assembly Church on 6310 Buttontown Road provided the council with the request of his board to have the property of their future church annexed into the town. **President Matthews** provided him with a standard format for requesting annexation and asked him to provide the needed information. **Pastor Avery** will return the request in next month's meeting.

New Business:

Greenville Christian Church request to close East Second Street. **Jack Pope** representing **Greenville Christian Church** was present at the meeting and made a request of the council to close East Second Street. The church now owns the property on each side of the street and would like to expand their parking lot. Their engineer requested the closure to provide for adequate drainage. **President Matthews** pointed out that this would involve all properties on the street and this might not be in the best interest of the other property owners or the town. He also advised that the council has avoided closing any alleys or streets until the zoning ordinance is in place. **Mr. Pope** was asked to bring back the engineer's specific plans for further consideration.

Water line location and leak problems: **Mr. and Mrs. Scannell** of 7175 John Pectol Road were present at the meeting and requested a copy of the abstract contract from 1980 for a water line easement through the property they later purchased. They have made a request from the **Floyd County Records** office as well. **Mr. Scannell** also requested the lines be located for the water easement. **President Matthews** asked **Mr. Scannell** to present all his requests in type written form in the example he was given for proper record keeping. Upon receipt, all responses will be prepared and returned to him as soon as they are available.

Mr. Scannell also requested a water leak adjustment for his daughter's account. **President Matthews** advised him that the customer must make the appeal and the board cannot discuss an account with anyone except the person listed on the account making the adjustment request. **President Matthews** gave a copy of the **Water Utility Standard Operating Procedures** form to **Mr. Scannell**. This procedure describes how adjustments are made and lists the rights of the customers along with procedures to follow for appeals. **Mrs. Scannell** stated that the account had not been given proper notification. She stated that she was told that the meter reader had placed a notice on the door and it must have blown off. Again **President Matthews** reiterated that the board must talk to the party involved but that the **Water Utility** is always willing to work out payment plans in such cases as approved by the **State Board of Accounts**.

2004 Citizen of the Year: **Ted Miller** was nominated for all his contributions to community over many years. **Resolution 2005-T-45** to declare him **Citizen of the Year** was motioned by **H. Barclay** and seconded by **J. Wright**. **Resolution** passed 3-0.

Councilwoman Wright

Public Relations: Councilwoman Wright had questions about the Greenville Festival Account. However the council has no direct responsibility for Festival funds so it was not discussed further. Clerk Travillian pointed out that the charter must be upheld unless otherwise amended by the Festival Board.

Water Utility:

New Position Hire: Superintendent Getrost has received around 20 applications and conducted interviews with 12. He made a decision on which applicant to hire. However, the applicant's first medical examination did not give him a clear bill of health so the applicant went to his personal doctor for a second opinion. Superintendent Getrost asked attorney Franke about problems with medical coverage. She stated that pre-existing clause should be in affect and she did not see a problem as long as a licensed physician had cleared the applicant. Superintendent Getrost also asked about the criminal check not being returned before hiring. She also advised that this should not be a problem because if it comes back with problems then the applicant would still be in a probationary status.

Wages for Water Utility employees: Superintendent Gary Getrost presented the board with evaluations of the Water Utility employees and a resume of his own duties. The council allowed a 6-7 percent raise for all three employees. Ordinance 2004-W-41 was amended and passed with the new salaries.

New Vehicle: Superintendent Getrost gave the board three bids for a new utility truck, which would be needed with a new employee. The lowest bid of \$21,070.00 was from John Jones Chevrolet for a 2005 Colorado Extended Cab Utility Four-Wheel Drive truck. The motion was made by H. Barclay and seconded by J. Wright to purchase the vehicle. Motion passed 3-0.

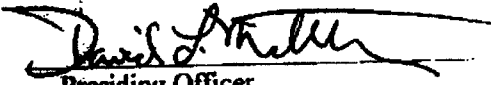
Financial: Review of checks and expenditures for the month

Law Enforcement:

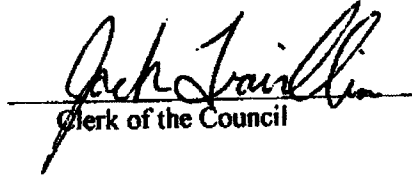
The council questioned if there was a need for a phone in the Marshal's downstairs office without having a Town Marshal. H. Barclay made a motion and R. Receveur seconded to have the service disconnect as soon as possible. Motion passed 3-0. Clerk Travillian will notify the phone company immediately.

Legal Representation: The Council heard a presentation by President Matthews for a need to change legal representation. The Council believes it is in the best interest of the community to change our legal counsel. President Matthews requested resumes from three different attorneys and presented the resume of Rick Fox, the only respondent. President Matthews will negotiate the per hour rate which is quoted at \$100 per hour. Motion was made by H. Barclay and seconded by J. Wright. Motion passed 3-0.

No further business coming before the Council the meeting was adjourned.


Presiding Officer

ATTEST:


Clerk of the Council



215 W. Market
New Albany, IN 47150
948-5355 David Hall-Director

The following is to clarify the services that shall be provided to the Town of Greenville by the New Albany Floyd County Animal Shelter (NAFC) so the town understands how their constituents will be served.

Article 5 Services

(a) Capture, containment, removal and quarantine of dangerous and/or nuisance dogs and cats;

NAFC Animal Shelter, (shelter) will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty Animal Control Officer (ACO) this ACO will determine if NAFC shelter, ACO is to respond.

dogs and cats running at large; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. This is not a run that will be made by NAFC shelter, ACO's after hours.

Injured dogs and cats for which necessary treatment will be provided; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(b) Assistance with any emergency involving dogs and/or cats and;

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(c) Pickup, removal, and disposal of dead dogs, cats and/or deer.

Greenville residents can call NAFC Animal Shelter 24/7 to report (leave us a message on shelter voicemail for animal control) such a situation. NAFC Animal Shelter will respond on our normal priority basis Monday-Friday 9am to 4:30pm to these calls. Please note that dead animals must be on the public right of way or public areas, no dead animals will be picked up off of private property. Only feral dogs, cats, and/or deer will be addressed in this section, owned animals are to be disposed of by their owners and can be brought into NAFC Shelter 215 W. Market Monday-Friday 9am to 4:30pm.

FLOYD COUNTY RESOLUTION 2005-II

AN RESOLUTION APPROVING AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN FLOYD COUNTY AND THE
CIVIL CITY OF NEW PERTAINING TO ANIMAL CONTROL SERVICES

WHEREAS, by the provisions of IC 36-8-2-6, a unit of local government is expressly empowered to establish, maintain, and operate an animal shelter; and

WHEREAS, as of the 20th day of May, 1999, Floyd County, Indiana (County), and the civil city of New Albany, Indiana (City), concluded an Interlocal Agreement pursuant to the provisions of IC 36-1-7, et seq., pertaining to the construction, maintenance, and operation of an animal shelter to be located at 215 West Market Street, New Albany, Indiana, and the provision of certain animal control services (the Agreement); and

WHEREAS, by the terms and provisions of said Interlocal Agreement, the operation of the animal shelter and the performance of animal control functions within certain areas of Floyd County, Indiana, were vested in the Floyd County Animal Control Authority (Authority); and

WHEREAS, the Town of Greenville is desirous of causing the Authority to perform animal control services within the Town; and

WHEREAS, the Floyd County Animal Control Authority has evidenced its willingness to perform animal control services in the Town of Greenville; and

WHEREAS, the Board of Commissioners of the County of Floyd, subject to the concurrence of the Floyd County Council and the Mayor and Common Council of the City, is desirous by this resolution of approving an amendment to Article 5 of the Agreement permitting the Authority to provide certain animal control services within the corporate limits of the Town of Greenville.

NOW THEREFORE:

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered as of this 1st day of January, 2005, by and between Floyd County, Indiana (hereinafter "County"), and the Civil City of New Albany, Indiana (hereinafter "City"), pursuant to the provisions of IC 36-1-7, *et seq.*

WITNESSETH:

WHEREAS, on the 20th day of May, 1999, the County and City concluded an interlocal cooperation agreement (Agreement) pertaining to the provision of animal control services within said city and the unincorporated areas of said county; and

WHEREAS, the Town of Greenville, Indiana (hereinafter "Town"), has requested that the Agreement be modified and amended so as to permit the Floyd County Animal Control Authority, as created pursuant to the Agreement, to provided animal control services within the corporate limits of the Town.

NOW THEREFORE, it is agreed that the Agreement be, and the same hereby is, modified and amended by the addition to Article 5 of the following language:

Any provision of this agreement to the contrary, notwithstanding, the Authority will provide the following services within the corporate limits of the Town of Greenville:

- (a) Capture, containment, removal, and quarantine of dangerous and/or nuisance dogs and cats; dogs and cats running at large; and, injured dogs and cats for which necessary treatment will be provided; and
- (b) Assistance with any emergency involving dogs and cats; and
- (c) Pickup, removal, and disposal of dead dogs, cats, and deer.

REQUEST FOR ASSISTANCE: As evidenced by the execution hereof, the president of the town council of the Town of Greenville, being the executive of said town pursuant to IC 36-5-5-2, acknowledges and affirms that the town council (Council) of said town has adopted a resolution, which remains in full force and effect, (1) permitting the officers, agents, and employees of the Authority to enter the public streets, alleys, ways, parks, and other public lands owned by or under the authority of the Council for the purpose of performing and rendering those animal control services specified by this amendment, and (2) directing the town marshal to assist the Authority in the performance of its duties and responsibilities within the corporate limits of the Town.

FILED AND RECORDING: The Floyd County Auditor is directed to cause a copy of this Amendment to be duly recorded with the Floyd County Recorder immediately upon execution hereof by all parties, and to be filed with the state board of accounts within sixty (60) days thereof.

IN WITNESS WHEREOF, the executives of the County and City have executed this Amendment, respectively on the 11th day of January, 2005, and the 12th day of January, 2005.

CIVIL CITY OF NEW ALBANY,
INDIANA

James Garner
Mayor

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Rouse
Member

ATTEST:

Marcy J. Wisman
New Albany City Clerk

Charles A. Freiberg
Member

Keith A. Burt
Member

FISCAL APPROVAL

The foregoing Interlocal Agreement was Approved by resolution duly adopted by the Floyd County Council on the 11th day of January, 2005, and by the Common Council of the Civil City of New Albany on the 28th day of January, 2005.

FLOYD COUNTY COUNCIL

By: Jeff Heavin
President

COMMON COUNCIL OF THE CIVIL
CITY OF NEW ALBANY, INDIANA

By: John C. Rouse
President

ATTEST:

Jeresa A. Plais
Floyd County Auditor

ATTEST:

Marcy J. Wisman
New Albany City Clerk

EXECUTION BY THE TOWN OF GREENVILLE

The Town of Greenville joins in the execution of this agreement for the purposes hereinbefore set forth, on this 14 day of February, 2005.

David L. Motter
President, Greenville Town Council

ACKNOWLEDGMENTS

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the Mayor and Clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 12th day of January, 2005.

My Commission Expires:

3-11-2011

County of Residence:

Floyd

Charlotte L. Gaswein

Notary Public

Charlotte L. Gaswein

Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Common Council and clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 28 day of JAN, 2005.

My Commission Expires:

12-31-06

County of Residence:

Floyd

Eugene Freiburger

Notary Public

Eugene Freiburger

Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the members of the Board of Commissioners of the County of Floyd and Auditor of Floyd County, Indiana, who acknowledged the execution of the foregoing agreement, this 4th day of January, 2005.

My Commission Expires:

11/29/08

County of Residence:

FLOYD

Mark C. Mason, Sr.

Notary Public

Mark C. Mason, Sr.

Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Floyd County Council and the Auditor of Floyd County, who acknowledged the execution of the foregoing agreement, this 12th day of January, 2005.

My Commission Expires:

5/22/09

County of Residence:

Debbie A. Davis
Notary Public

Debbie A. Davis
Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Greenville Town Council, who acknowledged the execution of the foregoing agreement, this 14 day of Feb., 2005.

My Commission Expires: 12/07

Jack Travillian
Notary Public

County of Residence:

JACK TRAVILLIAN
Printed

PREPARED BY:

MAX C. MASON, JR.
FLOYD COUNTY ATTORNEY
411 West First Street
New Albany, In 47150

BE IT RESOLVED, that the recitals set forth above be incorporated herein and made a part of this resolution.

BE IT FURTHER RESOLVED, that the proposed amendment to the Agreement concluded by and between the City and County, the same pertaining to the provision of animal control services in the Town of Greenville, be, and the same hereby is approved subject to the concurrence therein by the Floyd County Council and the Mayor and Common council of the City.

SO RESOLVED this 4th day of January, 2005.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Gentry
MEMBER

Charles A. Frazier
MEMBER

Mark A. Bell
MEMBER

ATTEST:

Jerome A. Platts
FLOYD COUNTY AUDITOR

**A RESOLUTION APPROVING AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN FLOYD COUNTY
AND THE CIVIL CITY OF NEW ALBANY PERTAINING
TO ANIMAL CONTROL SERVICES**

WHEREAS, by the provisions of IC 36-8-2-6, a unit of local government is expressly empowered to establish, maintain, and operate an animal shelter, and

WHEREAS, as of the 20th day of May, 1999, Floyd County, Indiana (County), and the Civil City of New Albany, Indiana (City), concluded an Interlocal Agreement pursuant to the provisions of 36-1-7, et seq., pertaining to the construction, maintenance, and operation of an animal shelter to be located at 215 West Market Street, New Albany, Indiana, and the provision of certain animal control services (the Agreement); and

WHEREAS, by the terms and provisions of said Interlocal Agreement, the operation of the animal shelter and the performance of animal control functions within certain areas of Floyd County, Indiana, were vested in the Floyd County Animal Control Authority (authority); and

WHEREAS, the Town of Greenville is desirous of causing the Authority to perform animal control services within the town; and

WHEREAS, the Floyd County Animal Control Authority has evidenced its willingness to perform animal control services in the Town of Greenville, and

WHEREAS, the Common Council of the Civil City of New Albany, Indiana, subject to the concurrence of the Board of Commissioners of the County of Floyd, the Floyd County Council and the Mayor of the City, is desirous by this resolution of approving an amendment to Article 5 of the Agreement permitting the Authority to provide certain animal control services within the corporation limits of the Town of Greenville.

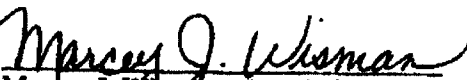
NOW THEREFORE:

BE IT RESOLVED, that the recitals set forth above be incorporated herein and made a part of this resolution.

BE IT THEREFORE RESOLVED, that the proposed amendment to the agreement concluded by and between the City and County, the same pertaining to the provision of animal control services in the Town of Greenville, be, and the hereby is approved subject to the concurrence therein by the Board of Commissioners of the County of Floyd, the Floyd County Council and the Mayor of the City.

SO RESOLVED this 20 day of January, 2005


Jeff Gahan, President
Common Council, City of New Albany

ATTEST: 
Marcey J. Wisman, City Clerk

INTER-LOCAL COOPERATION AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of the 20 day of MAY, 1999, by and between the City of New Albany, Indiana (hereinafter referred to as the "City"), and Floyd County, Indiana (hereinafter referred to as the "County"), political subdivisions of the State of Indiana, under the terms, covenants, conditions, commitments and agreements following, and all pursuant to the provisions of IC 36-1-7, et seq.

WITNESSETH:

PART I ANIMAL SHELTER CONSTRUCTION

Articles 1 through 4 of this agreement shall apply to the construction phase of the joint undertaking of the City and County:

ARTICLE 1. PURPOSE--PART I

The purpose of Part I of this agreement is to provide for the method or methods of funding the construction of an Animal Shelter to be located in Floyd County, Indiana, and to create an administrative authority vested with the duty and responsibility for the construction of the facility upon the premises commonly known as 215 West Market Street, New Albany, Indiana.

ARTICLE 2. FINANCING AND BUDGET

It is contemplated by the parties that most, if not all of the funding for the construction of the Animal Shelter shall be derived from the following sources:

(a). Direct payments toward the costs of construction of the Animal Shelter from unpledged CEDIT revenues presently received or to be received by the City and County pursuant to the provisions of IC 6-3.5-7, et seq.; and/or

(b). Contributions toward the construction of the Animal Shelter to be received from the Floyd County Animal Rescue League, Incorporated, an Indiana Corporation which is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

It is further contemplated by this agreement that, except for funding received pursuant to (b), above, the City will pay or fund 50% of the costs of construction of the Animal Shelter, and the County shall pay or fund 50% of such costs. The City and County shall adopt, and thereafter re-adopt and/or amend, as necessary, their respective Capital Improvement Plans to effectuate the agreements set forth herein.

The Treasurer of Floyd County, Indiana, is hereby designated as the official with the duty to receive, disburse, and account for all monies of Phase I of the joint undertaking upon claims properly presented to and warrants issued by the Auditor of Floyd County.

ARTICLE 3. OWNERSHIP

The leasehold interest and ultimate ownership of the Animal Shelter shall be vested, jointly, in the City and the County.

ARTICLE 4. ADMINISTRATION

Administration of Phase I of this agreement shall be vested in a joint board composed of the Mayor of the City of New Albany, Indiana, and the president of the Board of Commissioners of the County of Floyd, which board shall have the power and authority to enter into contracts for the construction of the animal shelter, together with such associated and attendant powers as shall be necessary to accomplish the purposes set forth in Article 1 of this agreement.

PART II SHELTER OPERATION AND ANIMAL CONTROL IN FLOYD COUNTY

Articles 5 through 13 of this agreement pertain to the operation of the Animal Shelter, animal control, and related services and activities in Floyd County, Indiana, which undertakings shall be hereinafter referred to herein, collectively, as 'Animal Control Services'. As used herein, the term 'Floyd County' shall include the incorporated areas of the City of New Albany, but will exclude the incorporated areas of Georgetown and Greenville:

ARTICLE 5. PURPOSE--PART II

The purpose of Part II of this agreement is the establishment of an agency of the City and County expressly committed to: (1) the 'operation' of the Animal Shelter, (2) fostering through education the development, implementation and administration of animal protection and control programs and services in Floyd County, Indiana, and, (3) the adoption and enforcement of statutes, ordinances, rules, laws, and regulations pertaining to animal health, protection, and the humane control of animals within Floyd County, Indiana.

ARTICLE 6. THE AGENCY

The Floyd County Animal Control Authority (the 'Authority') shall operate as an agency of local government and shall be administratively responsible to the Board of Commissioners of the County of Floyd and the mayor of the City of New Albany, Indiana, hereinafter referred to herein, collectively, as the 'Executive'. The Authority shall be responsible for the operation, control, maintenance and repair of the Animal Shelter, as well as the implementation, administration, coordination, and enforcement of animal care and control programs and activities in Floyd County.

ARTICLE 7. THE BOARD

Except as provided by applicable law or the rules, regulations, directives, and enactments of the Executive, the management of the Authority shall be vested in its board of directors, the same to be composed of five (5) members of whom each shall be a resident of Floyd County, shall be knowledgeable of and/or have a keen interest in the matters of animal protection and control, and shall hold no other elective or appointive office. The members of the board of directors shall be appointed as follows:

(1) One member, to be appointed jointly by the Executive, shall be selected from a slate of not fewer than three (3) nominees submitted by the board of directors of the Floyd County Animal Rescue League, Inc., ("League") which member shall serve for an initial term of four years.

(2) Two members to be appointed by the Mayor of the City of New Albany, with the advice and consent of the Common Council of said city, who shall not be officers or directors of the League, with one member to serve an initial term of two years and one an initial term of three years.

(3) Two members to be appointed by the Board of Commissioners of the County of Floyd, with the advice and consent of the Floyd County Council, who shall not be officers or directors of the League, with one member to serve an initial term of two years and one an initial term of three years.

After the expiration of the initial term, each member of the board of directors shall be appointed for a term of four years, and each member shall be eligible for reappointment. The Mayor of the City of New Albany and the President of the Board of Commissioners of the County of Floyd shall be ex officio members of the board without vote. Ex officio members shall not be considered for quorum purposes.

ARTICLE 8. VACANCY AND REMOVAL

Members of the board or directors of the Authority shall serve until their successors are duly appointed and qualified. If a vacancy occurs, the appointing authority shall appoint a qualified person to serve the remainder of the unexpired term of the departing member. If a member fails to continue to satisfy the conditions for membership, as defined in Article 7 of this agreement, for the full term of his membership, a vacancy shall occur in that office. A member of the board may be removed by the appointing authority for the following reasons:

1. The absence, without just cause, from three consecutive regular meetings of the board; or
2. The absence, without just cause, from four regular meetings of the board during a calendar year; or
3. The failure to perform the duties of the office of member of the board, as such duties are prescribed by this agreement, the Executive, or the rules and policies promulgated by the board of directors of the Authority.

For purposes of this Article, the interpretation and application of the phrase 'without just cause' and the phrase 'failure to perform the duties of the office' shall be determined in the sole discretion of the appointing authority.

ARTICLE 9. COMPENSATION OF BOARD

The members of the Board of Directors of the Authority shall be entitled to receive compensation for services rendered in such capacity only as expressly authorized by the

Common Council of the City of New Albany and the Floyd County Council.

ARTICLE 10. OFFICERS AND EMPLOYEES

The Board of Directors of the Authority shall, immediately after appointment, meet and organize. The board shall elect a chairman, vice chairman, and such other officers as the board deems necessary and appropriate, and shall enact rules and procedures for the conduct of its business. The board shall prescribe the duties of all officers and employees of the Authority, and shall establish personnel policies that are not inconsistent with those established by the Executive for its other officers and employees.

ARTICLE 11. MEETINGS

The Board of Directors of the Authority shall meet at least monthly for the conduct of its business. Special meetings of the board may be called by:

1. The chairman; or
2. Three members of the board; or
3. The Executive.

A majority of the appointed members of the board shall constitute a quorum for the transaction of business. Notice of meetings of the board shall be given as required by law.

ARTICLE 12. BUDGETS AND COMPENSATION

The Board of Directors of the Authority shall formulate and submit an annual budget to the fiscal body of Floyd County and the fiscal body of the city of New Albany in the regular manner and at the regular time for consideration of other annual budgets, and shall therein recommend the compensation for each of the employees of the Authority. If necessary and appropriate for the timely joint approval, amendment, modification, and/or supplement of the budget request of the Board of Directors of the Authority, to include the compensation of employees of the Authority, the respective fiscal bodies of the City and County shall meet in joint session for such purpose(s), pursuant to notice. Of the annual budgets jointly approved from year to year during the term of this agreement, the City shall contribute to the funding of such budgets a sum equal to the percentage by which the population of said City relates to the entire population of Floyd County, Indiana, and the County shall pay

and contribute the balance of such funding, all as determined by the most recent federal census, PROVIDED, however, until the official publication of the 2000 decennial census and the amendment of this Article as hereinafter provided, the City shall pay and contribute toward the approved annual budget of the Authority a sum equal to fifty-nine percent (59%) thereof, and the County shall pay and contribute a sum equal to forty-one percent (41%) thereof, AND PROVIDED, that the contribution of each party shall be adjusted as of the first day of the calendar year following the date of official publication of each decennial census, AND FURTHER PROVIDED, that upon such publication, this agreement shall be deemed amended to reflect the adjusted percentages payable by each entity, without further action of the parties.

ARTICLE 13. POWERS OF THE AUTHORITY

Pursuant to the provisions of IC 36-1-7-3(b), the following powers may be exercised by the Authority, subject, however, to the limitations set forth in Article 7, hereof, and required fiscal approval:

1. The power to sue and be sued.
2. The power to purchase or lease personal property and to contract with any person for supplies and/or services necessary or incidental to the provision of animal control services, PROVIDED, the term of any such agreement or contract shall not exceed five years without express written consent of the Executive. The Executive hereby designates the Authority, acting by and through its board of directors, as a purchasing agent to make Small Purchases of \$25,000.00 or less pursuant to the provisions of IC 5-22-8, et seq., and under this Article.
3. The power to accept gifts and grants of money or other property or services from any source, public or private, and to comply with the terms of the gift or grant PROVIDED, however, such compliance shall be subject any law, rule, statute, or regulation pertaining to the appropriation and expenditure of monies.
4. The power to hire and retain personnel necessary for the accomplishment of the purposes for which the Authority was created, and to contract for professional services attendant thereto.

5. The power to reimburse employees and board members for travel and related expenses at a rate determined by the board.

6. The power to conduct promotional and educational programs and activities, to include those giving awards and incentives, that further the animal protection and control objectives of the Authority.

7. All powers incidental to those expressly granted which are reasonable necessary for the accomplishment by the Authority of its express duties, obligations, and responsibilities hereunder.

The Executive expressly reserves the following enumerated powers; all others which may be preempted under Article 7, hereof; and all powers not reasonably necessary for the accomplishment by the Authority of its express duties, obligations, and responsibilities hereunder:

a. The power to impose fees and charges for services rendered in providing animal control services.

b. The power to levy a tax.

c. The power to sell, lease, or otherwise dispose of property of the Authority except in accordance with applicable law, statute, and with the prior approval of the Executive.

d. The power to borrow money.

e. The power to adopt resolutions, rules, or regulations having the force and effect of law.

f. The power to make grants or loans of money, property, or services without the prior approval and consent of the Executive, PROVIDED, this prohibition shall not limit or preclude the prerogatives of the Authority to permit the use of public areas within the Animal Shelter for educational, altruistic, and civic purposes or the assignment and designation of office space to the Floyd County Animal Rescue League, Inc., for its exclusive use.

ARTICLE 14. FISCAL OFFICER

The Controller of the City is hereby designated to receive, disburse, and account for all monies of the joint undertaking which is the subject of Part II of this agreement.

ARTICLE 15. THE EXECUTIVE

With respect to matters pertaining to the operation of the Animal shelter which remain within the prerogatives of the Executive, as herein provided, the Mayor of the City of New Albany, Indiana, shall cast one (1) vote, and the Board of Commissioners of the County of Floyd, shall cast one (1) vote.

**PART III
MISCELLANEOUS PROVISIONS**

ARTICLE 16. DURATION OF AGREEMENT

This agreement shall remain in full force and effect unless and until modified, amended, or terminated by written agreement of the parties.

ARTICLE 17. AMENDMENT

This agreement may be amended, from time to time, by mutual written agreement of the City and County.

ARTICLE 18. FILING AND RECORDATION

The Auditor of Floyd County is hereby directed to cause a copy of this agreement to be duly recorded in the office of the Recorder of Floyd County immediately upon the execution hereof by all signatories, and within sixty (60) days thereof to be filed with the State Board of Accounts, all as required by law.

APPROVED AND EXECUTED on behalf of Floyd County, Indiana, this 5 day of MAY, 1999, and on behalf of the Civil City of New Albany, Indiana, this ____ day of _____, 1999.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

Michael T. Schneider
MEMBER

John C. Vreeland
MEMBER

Paul Miller
MEMBER

ATTEST:
Barbara Lilling
Floyd County Auditor

CIVIL CITY OF NEW ALBANY
INDIANA

By: Douglas B. England
Douglas B. England
Mayor

ATTEST:
Reynold Overton
New Albany City Clerk

FISCAL APPROVAL.

The foregoing Interlocal Agreement was Approved by resolution duly adopted by the Floyd County Council on the 11th day of May, 1999, and by the Common Council of the Civil City of New Albany on the 20 day of MAY, 1999.

FLOYD COUNTY COUNCIL.

By: Charles A. Furbinger
President

ATTEST:
Laura Sillips
Floyd County Auditor

COMMON COUNCIL, OF THE CIVIL
CITY OF NEW ALBANY, INDIANA

By: Gary E Kocher
President

ATTEST:

New Albany City Clerk

ACKNOWLEDGMENTS

STATE OF INDIANA)
COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the Mayor and Clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 21st day of May, 1999.

My Commission Expires:

County of Residence:

Franklin M Boody
Notary Public
FRANKLIN M BOODY
NOTARY PUBLIC STATE OF INDIANA
FLOYD COUNTY
Printed Commission Exp June 27, 2001

STATE OF INDIANA)
COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Common Council and clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 31st day of May, 1999.

My Commission Expires:

County of Residence:

Notary Public
 FRANKLIN M BOODY
 NOTARY PUBLIC STATE OF INDIANA
 FLOYD COUNTY
 Printed MY COMMISSION EXP JUNE 27, 2007

STATE OF INDIANA)

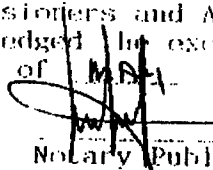
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COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the members of the Board of Commissioners and Auditor of Floyd County, Indiana, who acknowledged the execution of the foregoing agreement, this 5 day of MAY, 1999.

My Commission Expires: 1/29/03

County of Residence: HARDEN


Notary Public

MAX C. MASON, JR.
Printed

STATE OF INDIANA)

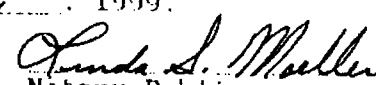
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COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Floyd County Council and the Auditor of Floyd County, who acknowledged the execution of the foregoing agreement, this 11th day of May, 1999.

My Commission Expires: 7-22-99

County of Residence: FLOYD


Notary Public

LINDA S. MOELLER
Printed

PREPARED BY:

MAX C. MASON, JR.
FLOYD COUNTY ATTORNEY
411 West First Street
New Albany, In 47150

TOWN OF GREENVILLE
ORDINANCE NO. 2010-T-056

**ORDINANCE CONCERNING THE REGULATING OF ANIMALS AND
ANIMAL CONTROL WITHIN THE TOWN OF GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public health, safety and welfare, has deemed it necessary that the Town develop an Ordinance which regulates animals and animal control within the Corporate limits of the Town of Greenville;

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

ENFORCEMENT AUTHORITY:

DEPARTMENT OF ANIMAL CONTROL:

(A) The Greenville Town Marshal shall head the Department of Animal Control and be the Quarantining Authority for the Town of Greenville. The Town of Greenville's Marshal, Deputy Marshals and Reserve Officers shall be Animal Control Officers under the direction of the Greenville Town Marshal. The Department of Animal Control shall enforce the animal control ordinance and shall investigate any complaints regarding ordinance violations. The duties and powers of the Department of Animal Control are as follows:

(1) To cause to be enforced all Town of Greenville ordinances and/or state laws regarding animal care and control.

(2) To cause to be picked up by the New Albany and Floyd County Animal Control and Shelter all animals illegally at large, all sick, diseased, injured, lost, strayed, stolen or abandoned animals in accordance with Article 5 of Inter-local agreement and amendments entered into with the New Albany Floyd County Animal Control and Shelter dated May 21st, 1999, January 12th, 2005, January 20th, 2005 and services to be provided dated January 20th, 2005.

(3) To proceed upon public and private property within the Town of Greenville in pursuit of animals believed to be in violation of this ordinance. However, this authority does not extend to a privately owned structure without the consent of the owner, lessee or other occupant in control of the premises or without other legal process or authority. Any animal pursued under this section may be confiscated and held by the New Albany and Floyd County Animal Control and Shelter according to its rules and regulations. If an animal is confiscated without the knowledge or consent of the owner or occupant of the premises, a notice shall promptly be affixed to said premises in an obvious location, directing the occupant to contact the New Albany and Floyd County Animal Control and Shelter providing the address and telephone number of same on said notice.

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(4) To cause to be picked up and disposed of all dead animals found in or on any street or sidewalk, alley or other public place in the Town of Greenville.

(5) To cause to be investigated all reports and complaints concerning any inhumane treatment or practices pertaining to animals within the Town of Greenville. To cause to be impounded all animals found in conditions adverse to their health and safety.

(6) The Animal Control Officers shall receive appropriate and relevant training for the capture and treatment of animals.

(7) It shall be the duty of the Animal Control Officers to enforce all provisions of this ordinance and other ordinances in relation to animals.

(8) Such the Animal Control Officers are authorized to enforce all provisions of this ordinance, including the right to proceed upon public and private property in the Town of Greenville in pursuit of animals in violation of this ordinance.

INTERFERENCE WITH ENFORCEMENT AUTHORITY:

It shall be unlawful for a person to interfere with an Animal Control Officer in the performance of the officer's duties.

CERTAIN ANIMALS PROHIBITED:

LIVESTOCK PROHIBITED:

It shall be unlawful for a person to own, keep, or breed a horse, pig, pony, mule, donkey, jackass, goat, chicken, peacock, turkey, cow, llama or other livestock in the town corporate limits. However, the provisions of this section shall not apply to zoological parks, or bona fide circuses or carnivals, or an area designated as a farm used for the purpose of raising such animals.

WILD OR DANGEROUS ANIMALS PROHIBITED:

(A) It shall be unlawful for a person to own a wild or dangerous animal in the town corporate limits; however, the provisions of this section shall not apply to zoological parks, or bona fide circuses or carnivals.

(B) Any wild and/or dangerous animal shall be impounded or may be destroyed if such destruction is necessary to preserve the public health, safety and welfare of the community.

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(C) Costs. The owner of any animal that is impounded and/or euthanized shall be held responsible for payment of any expenses so incurred by the Town of Greenville. Failure to pay such fee within fifteen (15) days after destruction of such animal shall constitute a violation and may subject the owner to a court judgment in the amount of the costs incurred for impounding and/or euthanasia in addition to court costs, as well as reasonable attorney fees. In addition, if another animal or person is injured as a result of the animal's actions, the fine imposed shall not be less than \$250.00 and not more than that allowed by law.

(D) Determination and appeals procedure. Whenever an animal is declared dangerous by the Animal Control Officer, in his or her discretion, determines that the return of the animal to its owner would be likely to result in further violations of this ordinance, the animal's owner or custodian, if known, shall be notified of the intent to euthanize the animal unless the determination is timely appealed hereunder. Notice shall be served either in person or by certified mail, or by posting at the owner's residence. The animal, if not already held in quarantine at the New Albany and Floyd County Animal Control and Shelter, shall be surrendered to the New Albany and Floyd County Animal Control and Shelter.

(E) Any decision under these provisions may be appealed to the Department of Animal Control and Quarantining Authority. The appeal of the owner shall be in writing and shall be filed with the Department of Animal Control / Quarantining Authority and the New Albany and Floyd County Animal Control and Shelter within 5 days after receipt of notification that said animal has been found to be dangerous. The disposition of any animal shall be stayed during such an appeal. The animal shall remain impounded during the appeal process. If no appeal has been filed, the animal may be euthanized on the 6th day after notice was sent to the animal's owner if known.

(F) Upon receipt of a written appeal, the Department of Animal Control shall provide notice and conduct an adjudicative hearing. Thereafter, the Department of Animal Control shall render a decision that said animal is dangerous and must be euthanized, or it is not dangerous and should be returned to the owner. The decision of the Department of Animal Control / Quarantining Authority is final and binding upon the applicant, subject to any appeal rights.

(G) Regardless of the provisions of this section, whenever an Animal Control Officer finds any dangerous dog, cat, or other animals in packs, or running at large in such condition as to be too dangerous to attempt to capture the animal, then the Animal Control Officer is authorized to dispose of the animal, where it may be found, by shooting it.

LIMIT ON OWNERSHIP OF DOGS AND CATS:

It is unlawful to keep or harbor more than five dogs and five cats beyond the age of weaning in any dwelling unit, structure or property. A person who violates this section shall be punishable under penalties section of this ordinance unless noted otherwise.

**TOWN OF GREENVILLE
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ANIMAL BREEDING:

Breeding of recognized dogs and cats will be allowed by private owners for resale for no more than one male and one female of a specific breed. What is known as puppy mill breeding with multiple male and female dogs and cats are prohibited within the town's corporate limits.

**NUISANCE ANIMALS AND OTHER REGULATIONS REGARDING
ANIMALS:**

NUISANCE ANIMALS:

(A) If an animal, other than an animal that causes excessive noise, as provided in (B), or that damages property, as provided in (C), is found in violation of this ordinance, an official warning shall be given by the Department of Animal Control to the owner of the offending animal. If a second verified complaint is made after official warning has been given of a violation of this ordinance, the Department of Animal Control may impound the animal and issue a fine to the owner of at least \$100.00, but not more than \$250.00 for a second violation, depending upon the severity of the offence. This fine shall be reduced to \$50.00 and the animal returned to the animal's owner, if within 4 days of receiving notification of said violation, the owner details and verifies the steps that are being taken to correct the violation, and the animal has been altered or the owner agrees to alter said animal. For a third violation, the fine imposed shall be not less than \$250.00 nor more than \$500.00, and the animal may be impounded. The animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

(B) Upon a verified complaint made to the Department of Animal Control of an animal that barks, whines, howls or makes other sounds common to its species in an annoying, excessive and continuous manner, an official warning shall be given, at the discretion of the Department of Animal Control, to the owner of the offending animal. If a second verified complaint is made after official warning has been given, the owner shall pay a fine of \$50.00, unless the owner details and verifies in writing within three days of receiving notice the steps that are being taken to correct the problem. Upon a third verified complaint, the offending animal may be impounded. For a third violation, the fine imposed shall be not less than \$250.00 nor more than \$500.00. The animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

(C) Upon a verified complaint made to the Department of Animal Control of an animal that damages private or public property, notification shall be given to the owner, the animal may be impounded and the owner shall pay a fine of at least \$100.00, but not more than \$500.00. The animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

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ANIMAL WASTE DISPOSAL REQUIREMENTS:

(A) No person shall allow a dog or cat which is kept by that person to defecate on a public street, byway, municipally owned or public land or building, or upon private property in the Town of Greenville without promptly removing any feces to a waste container, or otherwise dispose of such material in a manner inoffensive to reasonable public sensibilities, and shall not allow waste to accumulate to offensive nuisance levels.

(B) No person shall allow their dog or cat to repeatedly urinate on municipally owned or public land or building, or upon private property in the Town of Greenville (including shrubs, trees, plants, specific areas of grass or private items) that would result in the destruction or damage of said item or area.

(C) Notwithstanding the provisions of subsection (A) of this section, the owner of a dog serving a vision-impaired person in an auxiliary ocular capacity or in any capacity to assist such person with a physical impairment may permit such dog to relieve itself on ground situated outside of pedestrian or vehicular traffic ways, and is relieved of the requirement to remove any feces to the extent such requirement is impractical for a person of such impairment.

CONFINEMENT OF FEMALE ANIMALS IN HEAT:

The owner or keeper of any female animal in heat kept in the Town of Greenville shall confine the animal within a secure enclosure.

DISPOSITION OF DEAD ANIMALS:

The owner of an animal is responsible for picking up dead animal bodies and body parts when on privately owned property and the lawful disposition of them. When the animal is on public property within the Town of Greenville Corporate limits the Department of Animal Control is to be contacted. The Animal Control Officer shall contact the New Albany and Floyd County Animal Control and Shelter to pick up dead animals.

RABIES CONTROL:

ANTI-RABIES VACCINATIONS REQUIRED FOR ALL DOGS AND CATS NOT CONFINED TO OWNER'S PROPERTY:

It shall be unlawful to keep a dog or cat over the age of three (3) months in the Town of Greenville unless such cat or dog is immunized against rabies by a vaccination performed by a veterinarian and the period of immunization specified by the veterinarian performing the vaccination has not expired.

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RECORD OF ANTI-RABIES VACCINATION; TAG REQUIRED IF NOT ON OWNER'S PROPERTY:

(A) A veterinarian who administers an anti-rabies vaccination, at the time a dog or cat is vaccinated, issues to the animal's owner a durable anti-rabies vaccination identification tag upon which is imprinted the name of the veterinarian's facility, telephone number and the year and identification number of the vaccination.

(B) For the purpose of identification, each owner of a dog or cat which is kept in the Town of Greenville shall cause the anti-rabies vaccination identification tag to be affixed to the animal's collar, and to be worn by the animal at all times when not on owner's property.

PRECAUTIONARY MEASURES AND INDIVIDUAL ANIMAL QUARANTINE:

A captured animal known to have bitten or otherwise exposed a person to the possibility of contracting rabies through non-bite exposure in the Town of Greenville shall be humanely quarantined for a period of not less than ten (10) days. In the sole discretion of the Department of Animal Control/Quarantining Authority, the quarantine may be on the premises of the owner, or at the owner's expense in a kennel or veterinary hospital.

SURRENDER OF SUSPECTED ANIMAL BY OWNER:

Whenever the quarantining authority has reasonable cause to suspect that an animal in the Town of Greenville has been exposed to rabies, or bitten or exposed through non-bite exposure a person to rabies, such animal shall be surrendered by its owner for quarantine and observation, at the owner's expense, promptly upon demand by the quarantining authority. Such quarantine and observation shall be at the owner of the animal's expense.

FINDING OF RABIES; GENERAL QUARANTINE:

(A) When an animal quarantined by the Department of Animal Control has been found to be rabid or is suspected of being rabid by a veterinarian and dies while under observation, the quarantining authority shall take such action as is specified in such cases by the state board of animal health and shall notify the proper public health officials of reports of human contacts made by, and the diagnosis made of, the animal.

(B) When a rabies report is made under subsection (A) of this section, the Quarantining Authority shall institute a general quarantine for a period of thirty (30) days. Upon invocation of the general quarantine by the Quarantining Authority, any animal found at large in the city may be destroyed without being impounded. During the quarantine period, every animal bitten or exposed through non-bite exposure by an animal adjudged to be rabid shall be confined, at its owner's expense, or destroyed as specified by the state board of animal health.

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(C) During a general quarantine declared by the Quarantining Authority under this section, an animal's owner or keeper who resists the quarantining authority acting under this ordinance, or who permits an animal owned or kept by that person to be at large in the Town of Greenville, shall be punishable by a fine not to exceed five hundred dollars (\$500.00), and any animal which is suspected of being rabid or is in violation of the general quarantine shall be impounded at the owner's expense.

DISPOSITION OF RABID ANIMALS:

The Quarantining Authority shall dispose of any animal reasonably suspected by it of being infected with rabies in the Town of Greenville in accordance with the rules and regulations of the state board of animal health.

**CARE, TREATMENT, AND PROHIBITIONS REGARDING ABUSE OF
ANIMALS:**

GENERAL REQUIREMENTS FOR ANIMAL CARE AND TREATMENT:

Every owner or keeper of an animal kept in the Town of Greenville shall see that such animal:

- (1) Is kept in a clean, sanitary and healthy manner and is not confined so as to be forced to stand, sit or lie in its own excrement; the person(s) responsible for animal(s) shall regularly and as often as necessary to prevent odor or health and sanitation problems, maintain all animal areas or areas of animal contact;
- (2) Has food that is appropriate for the species in adequate amounts to maintain good health, fresh potable drinking water where appropriate, shelter and ventilation, including quarters that are protected from excessive heat and cold and are of sufficient size to permit the animal to exercise and move about freely;
- (3) Shall not be tethered by use of a choke collar, or on any collar too small for the size and age of the animal, nor by any rope, chain or cord directly attached to the animal's neck, nor by a leash less than twelve (12) feet in length, or of such unreasonable weight as to prevent the animal from moving about freely;
- (4) Shall not be tethered or confine an animal at a vacant structure or premises for any purpose or time if not monitored by a competent adult who is present at the property for the duration of the tethering or confinement. Invisible fencing with collar control is allowed.
- (5) Is protected against abuse, cruelty, neglect, torment, overload, overwork, or any other mistreatment;

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(6) Shall provide the reasonably necessary medical care, in addition to the required rabies vaccination which shall include recommended vaccinations as required by accepted veterinary standards, and if diseased or injured, or exhibiting symptoms of disease, receives proper care and is segregated from other animals so as to prevent transmittal of the disease; and

(7) Is maintained in compliance with all applicable federal, state and local laws and all regulations respecting animal care and control as are adopted by the Town of Greenville.

(8) It shall be unlawful for a person to beat, starve or otherwise mistreat any animal in the Town of Greenville.

(9) In the discretion of the Department of Animal Control, a person who violates any provision of this section for the first time may be given written notice of the practices or conditions which constitute the violation, and the Department of Animal Control shall in such instance direct remedies to such person where appropriate and provide a time period of no longer than thirty (30) days within which to correct the violation(s). Failure of the person to correct the violations within the specified time period shall constitute prima facie evidence of a violation of this section.

ABANDONMENT OF ANIMAL:

It shall be unlawful for a person to abandon any animal on public or private property in the Town of Greenville.

ANIMALS IN VEHICLES:

(A) It shall be unlawful to leave an animal unattended in a vehicle when the conditions in that vehicle would constitute a health hazard to the animal.

(B) It shall be unlawful for any dog or cat to ride in the bed of a pickup truck on public streets, highways and/or rights-of-way unless the animal is securely caged and protected from the environment or unless the bed of the pickup truck is enclosed with a camper shell or other device and there is appropriate and sufficient ventilation.

REPORT OF VEHICULAR COLLISION WITH ANIMAL:

A person whose vehicle causes injury or death to an animal in the Town of Greenville shall stop at once, assess the extent of the injury to the extent that it is safe to do so, and immediately notify the animal's owner, if known, or the Department of Animal Control, with a description of the animal struck, the location of the striking and an estimate as to the condition of the animal after being struck, along with the rabies tag number of the animal, if it can safely be ascertained. Such person shall not be required to report his or her name, as the only purpose of this requirement is to aid the stricken animal and notify its owner.

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LOST OR STRAY ANIMALS:

(A) Persons finding a stray animal are to notify the Department of Animal Control within forty-eight (48) hours. At the discretion of the Department of Animal Control, the animal may be kept by the finder and a found report left with the Department of Animal Control to enable the finder an opportunity to return the animal to its rightful owner.

(B) Upon demand, by the Department of Animal Control, the New Albany and Floyd County Animal Control and Shelter will be notified of any found animal for pick up.

(C) Person(s) finding an animal is obligated to comply with all the rules and regulations of this ordinance pertaining to humane care and treatment of animals, while said animal is in their custody awaiting return to its actual owner.

(D) With the exception of the Department of Animal Control, the finder will be considered the found animal's owner for purposes of this ordinance only after the animal is in the finder's custody for thirty (30) continuous days.

ATTEMPTS TO POISON ANY ANIMAL:

It shall be unlawful for a person to throw or deposit poisoned meat or any poison or harmful substance in any street, alley, marketplace or public place, or on any private premises, in the Town of Greenville for the purpose of destroying or injuring any animal.

UNLAWFUL TO SHOOT ANY ANIMAL:

It shall be unlawful for a person to shoot any dog, cat or other animal unless it is a dangerous animal.

ANIMAL FIGHTS:

(A) It shall be unlawful for a person to incite, train to fight (other than a crime prevention dog) or set any animal to fighting another animal or to incite combat between animals and humans in the Town of Greenville.

(B) No person shall possess animal fighting paraphernalia and a dog, cock, fowl, or bird bearing a scar, wound or injury consistent with animal fighting.

(C) No person shall attend an animal fighting contest.

(D) No person shall sell, purchase, own, harbor, give away, barter, breed, or possess any animal for animal fighting.

(E) No person shall permit anyone to use any building, shed, room, yard, ground, premises, vehicle or property, whether enclosed or not for the purpose of animal fighting.

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(F) No person shall aid, abet, assist, act as judge or referee, bet or wager money or other valuable consideration on the outcome of, be at, attend, or in any way engage in the furtherance of an exhibition of animal fighting.

PROHIBITED ANIMAL EVENTS:

No person or group of persons or any for-profit organization, whether for pay or other compensation or for free promotional purpose, shall conduct or allow any event involving contests between animals or persons using animals in any form or manner except those events reviewed and approved for public safety and the safety, well-being, and comfort of the animals involved by the Department of Animal Control.

ENTICEMENT OF ANOTHER PERSON'S ANIMAL:

(A) It shall be unlawful for a person, not so authorized, to enter or invade the private premises of another person in the Town of Greenville to capture, entice, or take any animal out of the enclosure or premises of the owner, or to seize an animal at any place while such animal is accompanied by its owner or keeper.

(B) Except as expressly authorized in this ordinance, it shall be unlawful for a person to entice any animal away from the premises of the person who owns or keeps such animal in the Town of Greenville, or to entice an animal from a street, alley or public place in the town with the intent to deprive the owner of the animal's possession.

(C) It shall be unlawful for a person to bring into the Town of Greenville an animal for the purpose of its impoundment, or the collection of any fee or reward for its return, except as provided in this ordinance.

INTERFERENCE WITH ANOTHER PERSON'S ANIMAL:

It shall be unlawful for a person to feed, tease, tantalize, or provoke any animal in the town without the express consent of the animal's owner, if any, while the animal is on the owner's property or under the owner's control.

UNLAWFUL USE OF A DOG:

It shall be unlawful for a person to make use of a dog in the commission or furtherance of any criminal act in the Town of Greenville.

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OFFENSIVE USE OF ANY ANIMAL:

(A) It shall be unlawful in the Town of Greenville for a person wilfully to deposit a live or dead animal upon public or private premises not owned by that person, or wilfully to throw a live or dead animal or insect against any other person, or aid or abet another person in doing so.

(B) No person shall engage or cause to allow any other person to engage in a sexual act with any animal.

ANIMALS NOT TO BE OFFERED AS NOVELTIES OR PRIZES:

(A) It shall be unlawful for a person to sell, offer for sale, trade, barter or give away in the Town of Greenville any live animal, bird or reptile as a novelty, prize for, or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter any business establishment or enter into any business agreement whereby the offer was made for the purpose of attracting trade for business, other than establishments selling animals as their primary business.

(B) It shall be unlawful for a person to transport into the Town of Greenville any live animal, bird or reptile for any purposes prohibited by subsection (A) of this section.

(C) It shall be unlawful for a person to sell, offer for sale or otherwise dispose of any animal whose appearance has been artificially or chemically colored, sprayed or painted

IMPOUNDMENT AND DISPOSITION OF ANIMALS:

GROUND FOR IMPOUNDMENT:

Any dangerous animal, any animal causing a public nuisance in violation of this ordinance, or any animal that is not tagged may be captured and impounded.

NOTICE TO OWNER:

(A) Upon the impoundment of an animal, a reasonable attempt shall be made to notify and inform the owner of the animal of the requirements of this article for regaining the custody of the animal.

(B) Such attempt shall include, but not necessarily be limited to, the following:

(1) Contact with the veterinarian facility listed on the animal's vaccination tag if attached to animal's collar

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REPORT OF IMPOUNDMENT:

A person who confines an animal found by that person to be at large in the town shall notify the Department of Animal Control within forty-eight (48) hours thereafter.

RETURN OF CAPTURED ANIMAL WITHOUT IMPOUNDMENT:

When the owner of a captured animal is known, such animal need not be impounded but may be returned to its owner if, in the opinion of the Department of Animal Control, the return would not present a danger to the public or otherwise result in a violation of this ordinance.

RETURN OF IMPOUNDED ANIMAL TO OWNER

(A) An animal impounded under this division, if claimed by its owner, shall be returned to its owner subject to, and upon compliance with, the provisions of this article.

(B) The owner of an impounded animal may obtain the return of such animal upon compliance with any applicable provisions the New Albany and Floyd County Animal Control and Shelter may impose, including proof of ownership, the payment of the appropriate impoundment and kennel fees as regularly charged by the New Albany and Floyd County Animal Control and Shelter, and a \$25.00 animal control fee payable to the Department of Animal Control.

(C) Notwithstanding any other provision of this ordinance, an animal which has been impounded as a wild or dangerous animal, or which has been impounded on two or more prior occasions, or which has bitten or otherwise caused injury to person or property shall be returned to its owner only if the Department of Animal Control in its discretion determines that such return will not result in further ongoing violations of these ordinance.

(D) If such a determination cannot be made, or if the animal has been declared wild or dangerous, the Department of Animal Control then shall send notice to the owner of its intent to have the animal disposed of.

USE OF OWNER-SURRENDERED OR IMPOUNDED ANIMAL FOR RESEARCH PROHIBITED:

No animal surrendered by its owner or impounded under this article shall be used or disposed of for purposes of research or experimentation by use of the animal.

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ENFORCEMENT:

Enforcement of this Ordinance shall be pursuant to I.C. 36-1-6-3 or I.C. 36-1-6-4, or a successor statute if said statute is repealed.

Fines and Penalties:

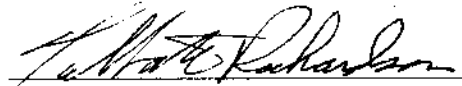
1. Any person who violates any provision of this ordinance shall be issued a citation, which shall contain the name and address of the violator, the ordinance section violated, the date, time and nature of the violation, location of the violation, and the name of the person issuing the citation.
2. Any person violating any of the provisions of this ordinance that does not have a specific penalty for that provision shall be fined for each offense, in any sum not less than fifty (\$50.00) and each day's violation shall constitute a separate offense
3. If levied fines are not paid within 30 days, a lien will be sought against person or person's responsible real estate in accordance with I.C. 36-1-6-2 plus attorney fees and court costs.
4. The Town of Greenville may pursue any and all penalties described in I.C. 36-1-6-3 in addition to the penalties described in I.C. 36-1-6-4, or a successor statute if said statute is repealed plus attorney fees and court costs.
5. No penalty shall be levied for violation of this Ordinance, nor shall any action be taken by the Town to bring the real property into compliance with this Ordinance, unless all persons holding a substantial interest in the property are given a reasonable opportunity to bring the property into compliance.
6. The Town shall give all persons holding a substantial interest in any Real property, which is not in compliance with this Ordinance ten {10} days written notice to correct the condition and bring the property into compliance. Such notice may be in person by any member of the Greenville Marshal Department, or by mailing it by registered or certified mail with return receipt requested.
7. Furthermore, if the condition of said real estate has not been corrected within thirty {30} days, the Town may cause to be certified to the County Auditor as a charge against the taxes due and payable to the County Treasurer in accordance with IC 36-1-6-2 or successor statute, if said statute is repealed.
8. Any portion of any prior Ordinance in conflict with the provisions of this Ordinance is hereby repealed.

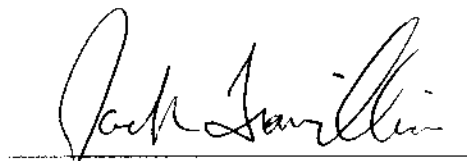
TOWN OF GREENVILLE
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9. This Ordinance replaces Ordinance 2009-T-009 dated April 15th, 2009. Ordinance 2009-T-009 shall be moved to the voided Ordinance file after passage of this Ordinance.
10. The Town of Greenville Clerk Treasurer shall publish this Ordinance within 30 days in the New Albany Tribune after passage.
11. The Town of Greenville Clerk Treasurer shall attach a copy of the publication and related information to the original signed Ordinance and a PDF file shall be added to the electronic file copy of this Ordinance.
12. Any unlawful provision found in this ordinance shall not effect the remaining provision.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE
30th DAY OF AUGUST, 2010.

PRESIDENT OF THE TOWN
COUNCIL OF GREENVILLE,
INDIANA


TALBOTTE RICHARDSON,


JACK TRAVILLIAN,
CLERK/TREASURER

PREPARED BY:
RANDAL JOHNES

TOWN OF GREENVILLE

ORDINANCE NO. 2010-T-056

IC 36-1-6

Chapter 6. Enforcement of Ordinances

IC 36-1-6-1 Application of chapter

Sec. 1. This chapter applies to all municipal corporations having the power to adopt ordinances. *As added by Acts 1980, P.L.211, SEC.1.*

IC 36-1-6-2

Action to bring compliance with ordinance conditions; expense as lien against property; enforcement of delinquent fees and penalties

Sec. 2. (a) If a condition violating an ordinance of a municipal corporation exists on real property, employees or contractors of a municipal corporation may enter onto that property and take appropriate action to bring the property into compliance with the ordinance. However, before action to bring compliance may be taken, all persons holding a substantial interest in the property must be given a reasonable opportunity of at least ten (10) days but not more than sixty (60) days to bring the property into compliance. Continuous enforcement orders (as defined in IC 36-7-9-2) can be enforced and liens may be assessed without the need for additional notice. If the municipal corporation takes action to bring compliance, the expenses incurred by the municipal corporation to bring compliance constitute a lien against the property. The lien attaches when notice of the lien is recorded in the office of the county recorder in which the property is located. The lien is superior to all other liens except liens for taxes, in an amount that does not exceed:

(1)ten thousand dollars (\$10,000) for real property that:

(A)contains one (1) or more occupied or unoccupied single or double family dwellings or the appurtenances or additions to those dwellings; or

(B)is unimproved; or

(2) twenty thousand dollars (\$20,000) for all other real property not described in subdivision (1).

(b)The municipal corporation may issue a bill to the owner of the real property for the costs incurred by the municipal corporation in bringing the property into compliance with the ordinance, including administrative costs and removal costs.

(c)A bill issued under subsection (b) is delinquent if the owner of the real property fails to pay the bill within thirty (30) days after the date of the issuance of the bill.

(d)Whenever a municipal corporation determines it necessary, the officer charged with the collection of fees and penalties for the municipal corporation shall prepare:

(1) a list of delinquent fees and penalties that are enforceable under this section, including:

(A)the name or names of the owner or owners of each lot or parcel of real property on which fees are delinquent;

(B)a description of the premises, as shown on the records of the county auditor; and

(C) the amount of the delinquent fees and the penalty; or (2) an instalment for each lot or parcel of real property on which the fees are delinquent.

(e)The officer shall record a copy of each list or each instrument with the county recorder, who shall charge a fee for recording the list or instrument under the fee schedule established in IC 36-2-7-10.

(f)The amount of a lien shall be placed on the tax duplicate by the auditor. The total amount, including any accrued interest, shall be collected in the same manner as delinquent taxes are collected and shall be disbursed to the general fund of the municipal corporation.

(g)A fee is not enforceable as a lien against a subsequent owner of property unless the lien for the

TOWN OF GREENVILLE ORDINANCE NO. 2010-T-056

fee was recorded with the county recorder before conveyance to the subsequent owner. If the property is conveyed before the lien is recorded, the municipal corporation shall notify the person who owned the property at the time the fee became payable. The notice must inform the person that payment, including penalty fees for delinquencies, is due not later than fifteen (15) days after the date of the notice. If payment is not received within one hundred eighty (180) days after the date of the notice, the amount due may be considered a bad debt loss.

(h) The municipal corporation shall release:

(1) liens filed with the county recorder after the recorded date of conveyance of the property; and

(2) delinquent fees incurred by the seller; upon receipt of a written demand from the purchaser or a representative of the title insurance company or the title insurance company's agent that issued a title insurance policy to the purchaser. The demand must state that the delinquent fees were not incurred by the purchaser as a user, lessee, or previous owner and that the purchaser has not been paid by the seller for the delinquent fees.

(i) The county auditor shall remove the fees, penalties, and service charges that were not recorded before a recorded conveyance to a subsequent owner upon receipt of a copy of the written demand under subsection (h).

As added by Acts 1980, P.L.211, SEC.1 Amended by P.L.50-2002, SEC.1; P.L.144-2003, SEC.1; P.L.177-2003, SEC.2; P.L.131-2005, SEC.5; P.L.88-2006, SEC.7; P.L.194-2007, SEC.8; P.L.88-2009, SEC. 5.

IC 36-1-6-3

Proceeding to enforce ordinance; law applicable

Sec. 3. (a) Certain ordinances may be enforced by a municipal corporation without proceeding in court through:

(1) an admission of violation before the violations clerk under IC 33-36; or

(2) administrative enforcement under section 9 of this chapter,

(b) Except as provided in subsection (a), a proceeding to enforce an ordinance must be brought in accordance with IC 34-28-5, section 4 of this chapter, or both.

(c) An ordinance defining a moving traffic violation may not be enforced under IC 33-36 and must be enforced in accordance with IC 34-28-5.

As added by Acts 1980, P.L.211, SEC.1. Amended by Acts 1981, P.L.108, SEC.39; P.L.177-1988, SEC.8; P.L.130-1991, SEC.35; P.L.1-1998, SEC.202; P.L.98-2004, SEC.159.

TOWN OF GREENVILLE
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IC 36-1-6-4

Civil action by municipal corporation; action by court

Sec. 4. (a) A municipal corporation may bring a civil action as provided in IC 34-28-5-1 if a person:

- (1) violates an ordinance regulating or prohibiting a condition or use of property; or
- (2) engages in conduct without a license or permit if an ordinance requires a license or permit to engage in the conduct.

(b) A court may take any appropriate action in a proceeding under this section, including any of the following actions:

- (1) Issuing an injunction.
- (2) Entering a judgment.

(3) Issuing a continuous enforcement order (as defined in IC 36-7-9-2).

(4) Ordering the suspension or revocation of a license.

(5) Ordering an inspection.

(6) Ordering a property vacated.

(7) Ordering a structure demolished.

(8) Imposing a penalty not to exceed an amount set forth in IC36-1-3-8(a)(10).

(9) Imposing court costs and fees in accordance with IC 33-37-4-2 and IC 33-37-5.

(10) Ordering a defendant to take appropriate action to bring a property into compliance with an ordinance within a specified time.

(11) Ordering a municipal corporation to take appropriate action to bring a property into compliance with an ordinance in accordance with IC 36-1-6-2.

As added by Acts 1980, P.L.211, SEC.1. Amended by P.L. 194-2007, SEC. 9; P.L. 88-2009, SEC. 6.

LAW OFFICES OF RICHARD R. FOX, LLC

RICHARD R. FOX
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PHONE (812) 944-2500
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April 19, 2011

Jonathan Leachman
Fifer Law Office
Post Office Box 65
New Albany, IN 47151-0065

RE: Article 5 Services

Dear Jonathan,

It was a pleasure meeting with you and your clients the other day. Pursuant to our discussion, it is my understanding that the New Albany Floyd County Animal Control and Shelter will be providing Article 5 services to the Town of Greenville. The Town of Greenville understands and agrees that the New Albany Floyd County Animal Control and Shelter has jurisdiction over Article 5 services. Further, the Town of Greenville will not interfere with the New Albany Floyd County Animal Control and Shelter during such time that the animal shelter is providing Article 5 services to the residents of the Town of Greenville. This will be true regardless of whether the phone call came in from the Board member, a resident of the Town of Greenville, or even if the animal control employee observes an Article 5 issue while in the corporate limits in the Town of Greenville. The Town of Greenville understands that all of the rules and regulations of the New Albany Floyd County Animal Control and Shelter associated with Article 5 services have priority and control with regards to the Town of Greenville Ordinance No. 2010-T-056. On behalf of the Town of Greenville, I appreciate the New Albany Floyd County Animal Control and Shelter providing Article 5 services to the Town of Greenville. Lastly, as we discussed, I will be speaking with the Town of Greenville Board members at our next meeting about the possibility of adopting the Floyd County Animal Control Ordinance. I will keep you updated with respect to the same.

Please do not hesitate to call if you have any questions or concerns regarding this matter.

Very Truly Yours,

Richard R. Fox
Attorney At Law

cc: Randall Johnes

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TOWN OF GREENVILLE

ORDINANCE NO.

2010-T-056

ORDINANCE CONCERNING THE REGULATING OF ANIMALS AND ANIMAL CONTROL WITHIN THE TOWN OF GREENVILLE, INDIANA

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public health, safety and welfare, has deemed it necessary that the Town develop an Ordinance which regulates animals and animal control within the Corporate limits of the Town of Greenville;

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

ENFORCEMENT AUTHORITY:

DEPARTMENT OF ANIMAL CONTROL:

(A) The Greenville Town Marshal shall head the Department of Animal Control and be the Quarantining Authority for the Town of Greenville. The Town of Greenville's Marshal, Deputy Marshals and Reserve Officers shall be Animal Control Officers under the direction of the Greenville Town Marshal. The Department of Animal Control shall enforce the animal control ordinance and shall investigate any complaints regarding ordinance violations. The duties and powers of the Department of Animal Control are as follows:

(1) To cause to be enforced all Town of Greenville ordinances and/or state laws regarding animal care and control.

(2) To cause to be picked up by the New Albany and Floyd County Animal Control and Shelter all animals illegally at large, all sick, diseased, injured, lost, strayed, stolen or abandoned animals in accordance with Article 5 of Inter-local agreement and amendments entered into with the New Albany Floyd County Animal Control and Shelter dated May 21st, 1999, January 12th, 2005, January 20th, 2005 and services to be provided dated January 20th, 2005.

(3) To proceed upon public and private property within the Town of Greenville in pursuit of animals believed to be in violation of this ordinance. However, this authority does not extend to a

privately owned structure without the consent of the owner, lessee or other occupant in control of the premises or without other legal process or authority. Any animal pursued under this section may be confiscated and held by the New Albany and Floyd County Animal Control and Shelter according to its rules and regulations. If an animal is confiscated without the knowledge or consent of the owner or occupant of the premises, a notice shall promptly be affixed to said premises in an obvious location, directing the occupant to contact the New Albany and Floyd County Animal Control and Shelter providing the address and telephone number of same on said notice.

(4) To cause to be picked up and disposed of all dead animals found in or on any street or sidewalk, alley or other public place in the Town of Greenville.

(5) To cause to be investigated all reports and complaints concerning any inhumane treatment or practices pertaining to animals within the Town of Greenville. To cause to be impounded all animals found in conditions adverse to their health and safety.

(6) The Animal Control Officers shall receive appropriate and relevant training for the capture and treatment of animals.

(7) It shall be the duty of the Animal Control Officers to enforce all provisions of this ordinance and other ordinances in relation to animals.

(8) Such the Animal Control Officers are authorized to enforce all provisions of this ordinance, including the right to proceed upon public and private property in the Town of Greenville in pursuit of animals in violation of this ordinance.

INTERFERENCE WITH ENFORCEMENT AUTHORITY:

It shall be unlawful for a person to interfere with an Animal Control Officer in the performance of the officer's duties.

CERTAIN ANIMALS PROHIBITED:

LIVESTOCK PROHIBITED:

It shall be unlawful for a person to own, keep, or breed a horse, pig, pony, mule, donkey, jackass,

goat, chicken, peacock, turkey, cow, llama or other livestock in the town corporate limits.

However, the provisions of this section shall not apply to zoological parks, or bona fide circuses or carnivals, or an area designated as a farm used for the purpose of raising such animals.

WILD OR DANGEROUS ANIMALS PROHIBITED:

(A) It shall be unlawful for a person to own a wild or dangerous animal in the town corporate limits; however, the provisions of this section shall not apply to zoological parks, or bona fide circuses or carnivals.

(B) Any wild and/or dangerous animal shall be impounded or may be destroyed if such destruction is necessary to preserve the public health, safety and welfare of the community.

(C) Costs. The owner of any animal that is impounded and/or euthanized shall be held responsible for payment of any expenses so incurred by the Town of Greenville. Failure to pay such fee within fifteen (15) days after destruction of such animal shall constitute a violation and may subject the owner to a court judgment in the amount of the costs incurred for impounding and/or euthanasia in addition to court costs, as well as reasonable attorney fees. In addition, if another animal or person is injured as a result of the animal's actions, the fine imposed shall not be less than \$250.00 and not more than that allowed by law.

(D) Determination and appeals procedure. Whenever an animal is declared dangerous by the Animal Control Officer, in his or her discretion, determines that the return of the animal to its owner would be likely to result in further violations of this ordinance, the animal's owner or custodian, if known, shall be notified of the intent to euthanize the animal unless the determination is timely appealed hereunder. Notice shall be served either in person or by certified mail, or by posting at the owner's residence. The animal, if not already held in quarantine at the New Albany and Floyd County Animal Control and Shelter, shall be surrendered to the New Albany and Floyd County Animal Control and Shelter.

(E) Any decision under these provisions may be appealed to the Department of Animal Control and Quarantining Authority. The appeal of the owner shall be in writing and shall be filed with the Department of Animal Control / Quarantining Authority and the New Albany and Floyd County Animal Control and Shelter within 5 days after receipt of notification that said animal has been found to be dangerous. The disposition of any animal shall be stayed during such an appeal. The animal shall remain impounded during the appeal process. If no appeal has been filed, the animal may be euthanized on the 6th day after notice was sent to the animal's owner if known.

(F) Upon receipt of a written appeal, the Department of Animal Control shall provide notice and conduct an adjudicative hearing. Thereafter, the Department of Animal Control shall render a

decision that said animal is dangerous and must be euthanized, or it is not dangerous and should be returned to the owner. The decision of the Department of Animal Control / Quarantining Authority is final and binding upon the applicant, subject to any appeal rights.

(G) Regardless of the provisions of this section, whenever an Animal Control Officer finds any dangerous dog, cat, or other animals in packs, or running at large in such condition as to be too dangerous to attempt to capture the animal, then the Animal Control Officer is authorized to dispose of the animal, where it may be found, by shooting it.

LIMIT ON OWNERSHIP OF DOGS AND CATS:

It is unlawful to keep or harbor more than five dogs and five cats beyond the age of weaning in any dwelling unit, structure or property. A person who violates this section shall be punishable under penalties section of this ordinance unless noted otherwise.

ANIMAL BREEDING;

Breeding of recognized dogs and cats will be allowed by private owners for resale for no more than one male and one female of a specific breed. What is known as puppy mill breeding with multiple male and female dogs and cats are prohibited within the town's corporate limits.

NUISANCE ANIMALS AND OTHER REGULATIONS REGARDING

ANIMALS:

NUISANCE ANIMALS;

(A) If an animal, other than an animal that causes excessive noise, as provided in

(B), or that damages property, as provided in

(C), is found in violation of this ordinance, an official warning shall be given by the Department

of Animal Control to the owner of the offending animal. If a second verified complaint is made

after official warning has been given of a violation of this ordinance, the Department of Animal Control may impound the animal and issue a fine to the owner of at least \$100.00, but not more than \$250.00 for a second violation, depending upon the severity of the offence. This fine shall be reduced to \$50.00 and the animal returned to the animal's owner, if within 4 days of receiving notification of said violation, the owner details and verifies the steps that are being taken to correct the violation, and the animal has been altered or the owner agrees to alter said animal. For a third violation, the fine imposed shall be not less than \$250.00 nor more than \$500.00, and the animal may be impounded. The animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

(B) Upon a verified complaint made to the Department of Animal Control of an animal that barks, whines, howls or makes other sounds common to its species in an annoying, excessive and continuous manner, an official warning shall be given, at the discretion of the Department of

Animal Control, to the owner of the offending animal. If a second verified complaint is made after official warning has been given, the owner shall pay a fine of \$50.00, unless the owner details and verifies in writing within three days of receiving notice the steps that are being taken to correct the problem. Upon a third verified complaint, the offending animal may be impounded. For a third violation, the fine imposed shall be not less than \$250.00 nor more than \$500.00. The

animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

(C) Upon a verified complaint made to the Department of Animal Control of an animal that damages private or public property, notification shall be given to the owner, the animal may be impounded and the owner shall pay a fine of at least \$100.00, but not more than \$500.00. The animal, if claimed, shall be returned to its owner, provided that all fines have been paid.

ANIMAL WASTE DISPOSAL REQUIREMENTS:

(A) No person shall allow a dog or cat which is kept by that person to defecate on a public street, byway, municipally owned or public land or building, or upon private property in the Town of Greenville without promptly removing any feces to a waste container, or otherwise dispose of such material in a manner inoffensive to reasonable public sensibilities, and shall not allow waste to accumulate to offensive nuisance levels.

(B) No person shall allow their dog or cat to repeatedly urinate on municipally owned or public land or building, or upon private property in the Town of Greenville (including shrubs, trees, plants, specific areas of grass or private items) that would result in the destruction or damage of said item or area.

(C) Notwithstanding the provisions of subsection

(A) of this section, the owner of a dog serving a vision-impaired person in an auxiliary ocular capacity or in any capacity to assist such person with a physical impairment may permit such dog

to relieve itself on ground situated outside of pedestrian or vehicular traffic ways, and is relieved

of the requirement to remove any feces to the extent such requirement is impractical for a person

of such impairment.

CONFINEMENT OF FEMALE ANIMALS IN HEAT:

The owner or keeper of any female animal in heat kept in the Town of Greenville shall confine the animal within a secure enclosure.

DISPOSITION OF DEAD ANIMALS:

The owner of an animal is responsible for picking up dead animal bodies and body parts when on

privately owned property and the lawful disposition of them. When the animal is on public property within the Town of Greenville Corporate limits the Department of Animal Control is to

be contacted. The Animal Control Officer shall contact the New Albany and Floyd County Animal Control and Shelter to pick up dead animals.

RABIES CONTROL:

ANTI-RABIES VACCINATIONS REQUIRED FOR ALL DOGS AND CATS NOT CONFINED TO OWNER'S PROPERTY:

It shall be unlawful to keep a dog or cat over the age of three (3) months in the Town of Greenville

unless such cat or dog is immunized against rabies by a vaccination performed by a veterinarian and the period of immunization specified by the veterinarian performing the vaccination has not expired.

RECORD OF ANTI-RABIES VACCINATION; TAG REQUIRED IF NOT ON OWNER'S

PROPERTY:

TOWN OF GREENVILLE

ORDINANCE NO. 2010-T-056

(A) A veterinarian who administers an anti-rabies vaccination, at the time a dog or cat is vaccinated, issues to the animal's owner a durable anti-rabies vaccination identification tag upon which is imprinted the name of the veterinarian's facility, telephone number and the year and identification number of the vaccination.

(B) For the purpose of identification, each owner of a dog or cat which is kept in the Town of Greenville shall cause the anti-rabies vaccination identification tag to be affixed to the animal's collar, and to be worn by the animal at all times when not on owner's property.

PRECAUTIONARY MEASURES AND INDIVIDUAL ANIMAL QUARANTINE:

A captured animal known to have bitten or otherwise exposed a person to the possibility of contracting rabies through non-bite exposure in the Town of Greenville shall be humanely quarantined for a period of not less than ten (10) days. In the sole discretion of the Department of Animal Control/Quarantining Authority, the quarantine may be on the premises of the owner, or at the owner's expense in a kennel or veterinary hospital.

SURRENDER OF SUSPECTED ANIMAL BY OWNER:

Whenever the quarantining authority has reasonable cause to suspect that an animal in the Town of Greenville has been exposed to rabies, or bitten or exposed through non-bite exposure a person to rabies, such animal shall be surrendered by its owner for quarantine and observation, at the owner's expense, promptly upon demand by the quarantining authority. Such quarantine and observation shall be at the owner of the animal's expense.

FINDING OF RABIES; GENERAL QUARANTINE:

(A) When an animal quarantined by the Department of Animal Control has been found to be rabid or is suspected of being rabid by a veterinarian and dies while under observation, the quarantining authority shall take such action as is specified in such cases by the state board of animal health and shall notify the proper public health officials of reports of human contacts made by, and the diagnosis made of, the animal.

(B) When a rabies report is made under subsection (A) of this section, the Quarantining Authority shall institute a general quarantine for a period of thirty (30) days. Upon invocation of the general quarantine by the Quarantining Authority, any animal found at large in the city may be destroyed without being impounded. During the quarantine period, every animal bitten or exposed through non-bite exposure by an animal adjudged to be rabid shall be confined, at its owner's expense, or destroyed as specified by the state board of animal health.

(C) During a general quarantine declared by the Quarantining Authority under this section, an animal's owner or keeper who resists the quarantining authority acting under this ordinance, or

who permits an animal owned or kept by that person to be at large in the Town of Greenville, shall be punishable by a fine not to exceed five hundred dollars (\$500.00), and any animal which is suspected of being rabid or is in violation of the general quarantine shall be impounded at the owner's expense.

DISPOSITION OF RABID ANIMALS:

The Quarantining Authority shall dispose of any animal reasonably suspected by it of being infected with rabies in the Town of Greenville in accordance with the rules and regulations of the state board of animal health.

CARE, TREATMENT, AND PROHIBITIONS REGARDING ABUSE OF ANIMALS:

GENERAL REQUIREMENTS FOR ANIMAL CARE AND TREATMENT:

Every owner or keeper of an animal kept in the Town of Greenville shall see that such animal:

(1) Is kept in a clean, sanitary and healthy manner and is not confined so as to be forced to stand, sit or lie in its own excrement; the person(s) responsible for animal(s) shall regularly and as often as necessary to prevent odor or health and sanitation problems, maintain all animal areas or areas of animal contact;

(2) Has food that is appropriate for the species in adequate amounts to maintain good health, fresh potable drinking water where appropriate, shelter and ventilation, including quarters that are protected from excessive heat and cold and are of sufficient size to permit the animal to exercise

and move about freely;

(3) Shall not be tethered by use of a choke collar, or on any collar too small for the size and age of the animal, nor by any rope, chain or cord directly attached to the animal's neck, nor by a leash less than twelve (12) feet in length, or of such unreasonable weight as to prevent the animal from moving about freely;

(4) Shall not be tethered or confine an animal at a vacant structure or premises for any purpose or time if not monitored by a competent adult who is present at the property for the duration of the tethering or confinement. Invisible fencing with collar control is allowed.

(5) Is protected against abuse, cruelty, neglect, torment, overload, overwork, or any other mistreatment;

(6) Shall provide the reasonably necessary medical care, in addition to the required rabies vaccination which shall include recommended vaccinations as required by accepted veterinary standards, and if diseased or injured, or exhibiting symptoms of disease, receives proper care and is

segregated from other animals so as to prevent transmittal of the disease; and

(7) Is maintained in compliance with all applicable federal, state and local laws and all regulations respecting animal care and control as are adopted by the Town of Greenville.

(8) It shall be unlawful for a person to beat, starve or otherwise mistreat any animal in the Town of Greenville.

(9) In the discretion of the Department of Animal Control, a person who violates any provision of this section for the first time may be given written notice of the practices or conditions which constitute the violation, and the Department of Animal Control shall in such instance direct remedies to such person where appropriate and provide a time period of no longer than thirty (30) days within which to correct the violation(s). Failure of the person to correct the violations within the specified time period shall constitute prima facie evidence of a violation of this section.

ABANDONMENT OF ANIMAL:

It shall be unlawful for a person to abandon any animal on public or private property in the Town of Greenville.

ANIMALS IN VEHICLES:

(A) It shall be unlawful to leave an animal unattended in a vehicle when the conditions in that vehicle would constitute a health hazard to the animal.

(B) It shall be unlawful for any dog or cat to ride in the bed of a pickup truck on public streets, highways and/or rights-of-way unless the animal is securely caged and protected from the environment or unless the bed of the pickup truck is enclosed with a camper shell or other device and there is appropriate and sufficient ventilation.

REPORT OF VEHICULAR COLLISION WITH ANIMAL:

A person whose vehicle causes injury or death to an animal in the Town of Greenville shall stop at once, assess the extent of the injury to the extent that it is safe to do so, and immediately notify the animal's owner, if known, or the Department of Animal Control, with a description of the animal struck, the location of the striking and an estimate as to the condition of the animal after being struck, along with the rabies tag number of the animal, if it can safely be ascertained. Such person shall not be required to report his or her name, as the only purpose of this requirement is to aid the stricken animal and notify its owner.

LOST OR STRAY ANIMALS:

(A) Persons finding a stray animal are to notify the Department of Animal Control within fortyeight (48) hours. At the discretion of the Department of Animal Control, the animal may be kept by the finder and a found report left with the Department of Animal Control to enable the finder an opportunity to return the animal to its rightful owner.

(B) Upon demand, by the Department of Animal Control, the New Albany and Floyd County Animal Control and Shelter will be notified of any found animal for pick up.

(C) Person(s) finding an animal is obligated to comply with all the rules and regulations of this ordinance pertaining to humane care and treatment of animals, while said animal is in their custody awaiting return to its actual owner.

(D) With the exception of the Department of Animal Control, the finder will be considered the found animal's owner for purposes of this ordinance only after the animal is in the finder's custody for thirty (30) continuous days.

ATTEMPTS TO POISON ANY ANIMAL:

It shall be unlawful for a person to throw or deposit poisoned meat or any poison or harmful substance in any street, alley, marketplace or public place, or on any private premises, in the Town of Greenville for the purpose of destroying or injuring any animal.

UNLAWFUL TO SHOOT ANY ANIMAL:

It shall be unlawful for a person to shoot any dog, cat or other animal unless it is a dangerous animal.

ANIMAL FIGHTS:

(A) It shall be unlawful for a person to incite, train to fight (other than a crime prevention dog) or set any animal to fighting another animal or to incite combat between animals and humans in the Town of Greenville.

(B) No person shall possess animal fighting paraphernalia and a dog, cock, fowl, or bird bearing a scar, wound or injury consistent with animal fighting.

(C) No person shall attend an animal fighting contest.

(D) No person shall sell, purchase, own, harbor, give away, barter, breed, or possess any animal for animal fighting.

(E) No person shall permit anyone to use any building, shed, room, yard, ground, premises, vehicle or property, whether enclosed or not for the purpose of animal fighting.

(F) No person shall aid, abet, assist, act as judge or referee, bet or wager money or other valuable consideration on the outcome of, be at, attend, or in any way engage in the furtherance of an exhibition of animal fighting.

PROHIBITED ANIMAL EVENTS:

No person or group of persons or any for-profit organization, whether for pay or other compensation or for free promotional purpose, shall conduct or allow any event involving contests between animals or persons using animals in any form or manner except those events reviewed and approved for public safety and the safety, well-being, and comfort of the animals

involved by the Department of Animal Control.

ENTICEMENT OF ANOTHER PERSON'S ANIMAL:

(A) It shall be unlawful for a person, not so authorized, to enter or invade the private premises of another person in the Town of Greenville to capture, entice, or take any animal out of the enclosure or premises of the owner, or to seize an animal at any place while such animal is accompanied by its owner or keeper.

(B) Except as expressly authorized in this ordinance, it shall be unlawful for a person to entice any animal away from the premises of the person who owns or keeps such animal in the Town of Greenville, or to entice an animal from a street, alley or public place in the town with the intent to deprive the owner of the animal's possession.

(C) It shall be unlawful for a person to bring into the Town of Greenville an animal for the purpose of its impoundment, or the collection of any fee or reward for its return, except as provided in this ordinance.

INTERFERENCE WITH ANOTHER PERSON'S ANIMAL:

It shall be unlawful for a person to feed, tease, tantalize, or provoke any animal in the town without the express consent of the animal's owner, if any, while the animal is on the owner's property or under the owner's control.

UNLAWFUL USE OF A DOG:

It shall be unlawful for a person to make use of a dog in the commission or furtherance of any criminal act in the Town of Greenville.

OFFENSIVE USE OF ANY ANIMAL:

(A) It shall be unlawful in the Town of Greenville for a person wilfully to deposit a live or dead animal upon public or private premises not owned by that person, or wilfully to throw a live or dead animal or insect against any other person, or aid or abet another person in doing so.

(B) No person shall engage or cause to allow any other person to engage in a sexual act with any animal.

ANIMALS NOT TO BE OFFERED AS NOVELTIES OR PRIZES:

(A) It shall be unlawful for a person to sell, offer for sale, trade, barter or give away in the Town of Greenville any live animal, bird or reptile as a novelty, prize for, or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter any business establishment or enter into any business agreement whereby the offer was made for the purpose of attracting trade for business, other than establishments selling animals as their primary business.

(B) It shall be unlawful for a person to transport into the Town of Greenville any live animal, bird or reptile for any purposes prohibited by subsection (A) of this section.

(C) It shall be unlawful for a person to sell, offer for sale or otherwise dispose of any animal whose appearance has been artificially or chemically colored, sprayed or painted

IMPOUNDMENT AND DISPOSITION OF ANIMALS:

GROUND FOR IMPOUNDMENT:

Any dangerous animal, any animal causing a public nuisance in violation of this ordinance, or any animal that is not tagged may be captured and impounded.

NOTICE TO OWNER:

(A) Upon the impoundment of an animal, a reasonable attempt shall be made to notify and inform the owner of the animal of the requirements of this article for regaining the custody of the animal.

(B) Such attempt shall include, but not necessarily be limited to, the following:

(1) Contact with the veterinarian facility listed on the animal's vaccination tag if attached to animal's collar

REPORT OF IMPOUNDMENT:

A person who confines an animal found by that person to be at large in the town shall notify the

Department of Animal Control within forty-eight (48) hours thereafter.

RETURN OF CAPTURED ANIMAL WITHOUT IMPOUNDMENT:

When the owner of a captured animal is known, such animal need not be impounded but may be returned to its owner if, in the opinion of the Department of Animal Control, the return would not present a danger to the public or otherwise result in a violation of this ordinance.

RETURN OF IMPOUNDED ANIMAL TO OWNER

(A) An animal impounded under this division, if claimed by its owner, shall be returned to its owner subject to, and upon compliance with, the provisions of this article.

(B) The owner of an impounded animal may obtain the return of such animal upon compliance with any applicable provisions the New Albany and Floyd County Animal Control and Shelter may impose, including proof of ownership, the payment of the appropriate impoundment and kennel fees as regularly charged by the New Albany and Floyd County Animal Control and Shelter, and a \$25.00 animal control fee payable to the Department of Animal Control.

(C) Notwithstanding any other provision of this ordinance, an animal which has been impounded as a wild or dangerous animal, or which has been impounded on two or more prior occasions, or which has bitten or otherwise caused injury to person or property shall be returned to its owner only if the Department of Animal Control in its discretion determines that such return will not result in further ongoing violations of these ordinance.

(D) If such a determination cannot be made, or if the animal has been declared wild or dangerous, the Department of Animal Control then shall send notice to the owner of its intent to have the animal disposed of.

USE OF OWNER-SURRENDERED OR IMPOUNDED ANIMAL FOR RESEARCH PROHIBITED:

No animal surrendered by its owner or impounded under this article shall be used or disposed of for purposes of research or experimentation by use of the animal.

ENFORCEMENT:

Enforcement of this Ordinance shall be pursuant to I.C. 36-1-6-3 or I.C. 36-1-6-4, or a successor statute if said statute is repealed.

Fines and Penalties;

1. Any person who violates any provision of this ordinance shall be issued a citation, which shall contain the name and address of the violator, the ordinance section violated, the date, time and nature of the violation, location of the violation, and the name of the person issuing the citation.

2. Any person violating any of the provisions of this ordinance that does not have a specific penalty for that provision shall be fined for each offense, in any sum not less than fifty (\$50.00) and each day's violation shall constitute a separate offense

3. If levied fines are not paid within 30 days, a lien will be sought against person or person's responsible real estate in accordance with I.C. 36-1-6-2 plus attorney fees and court costs.

4. The Town of Greenville may pursue any and all penalties described in I.C. 36-1-6-3 in addition to the penalties described in I.C. 36-1-6-4, or a successor statute if said statute is repealed plus attorney fees and court costs.

5. No penalty shall be levied for violation of this Ordinance, nor shall any action be taken by the Town to bring the real property into compliance with this Ordinance, unless all persons holding a substantial interest in the property are given a reasonable opportunity to bring the property into compliance.

6. The Town shall give all persons holding a substantial interest in any Real property, which is not in compliance with this Ordinance ten {10} days written notice to correct the condition and bring the property into compliance. Such notice may be in person by any member of the Greenville Marshal Department, or by mailing it by registered or certified mail with return receipt requested.

7. Furthermore, if the condition of said real estate has not been corrected within thirty {30}

days, the Town may cause to be certified to the County Auditor as a charge against the taxes due and payable to the County Treasurer in accordance with IC 36-1-6-2 or successor statute, if said statute is repealed.

8. Any portion of any prior Ordinance in conflict with the provisions of this Ordinance is hereby repealed.

9. This Ordinance replaces Ordinance 2009-T-009 dated April 15th, 2009. Ordinance 2009-T-009 shall be moved to the voided Ordinance file after passage of this Ordinance.

10. The Town of Greenville Clerk Treasurer shall publish this Ordinance within 30 days in the New Albany Tribune after passage.

11. The Town of Greenville Clerk Treasurer shall attach a copy of the publication and related information to the original signed Ordinance and a PDF file shall be added to the electronic file copy of this Ordinance.

12. Any unlawful provision found in this ordinance shall not effect the remaining provision.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 30th DAY OF AUGUST, 2010. PRESIDENT OF THE TOWN COUNCIL OF GREENVILLE, INDIANA TALBOTTE RICHARDSON, JACK TRAVILLIAN, CLERK/TREASURER PREPARED BY: RANDAL JOHNES

Published: Wednesday, September 15th 2010 02:00:01 PM



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FIFER LAW OFFICE

ATTORNEYS AT LAW
220 EAST MAIN STREET
P.O. BOX 65
NEW ALBANY, INDIANA 47151-0065
(812) 949-2529
FAX (812) 949-2537

JAMES E. "JEF" FIFER*
JULIA A. FIFER*
JONATHAN A. LEACHMAN*
ERIC J. WEITZEL
TARA COATS HUNT

JEFFERSONVILLE OFFICE
505 EAST 7TH STREET
JEFFERSONVILLE, INDIANA 47130
(812) 218-0410

*ADMITTED IN KENTUCKY ALSO

March 25, 2011

Richard R. Fox
Attorney at Law
409 Bank Street
New Albany, IN 47150

SENT VIA FAX AND U.S. MAIL

Re: Animal Control for Greenville

Dear Rick:

I am writing to you in your capacity as the Town Attorney for the Town of Greenville, Indiana (hereinafter "Greenville"). Previously, the New Albany-Floyd County Animal Shelter (hereinafter "Shelter") had been providing limited animal control services to Greenville pursuant to a written memorandum of understanding. Then in October last year, the Shelter learned that the Greenville had adopted a new animal control ordinance which required the Shelter to provide services over and above those outlined in the prior memorandum of understanding.

The New Albany-Floyd County Animal Control Authority has communicated to Greenville that if it desires the additional services enumerated in its new animal control ordinance it will have to pay for those services. Since that time, we have heard no response from Greenville.

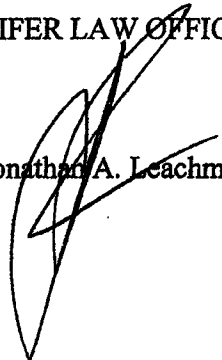
At this point, since Greenville adopted the new animal control ordinance without coordination or consultation with the Shelter, and since the new animal control ordinance requires the Shelter to provide additional services not listed in the previous memorandum of understanding, and since the Shelter has heard no response from Greenville, Indiana, the Shelter will assume that Greenville no longer desires to receive animal control services. Please be advised that unless I hear from you that Greenville does want to continue receiving animal control services from the Shelter, that effective April 1, 2011, the Shelter will no longer provide any animal control services to Greenville, Indiana pursuant to the previous memorandum of understanding or otherwise.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely yours,

FIFER LAW OFFICE

Jonathan A. Leachman

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, is written over the printed name and office.

cc: New Albany-Floyd County Animal Control

LAW OFFICES OF RICHARD R. FOX, LLC

RICHARD R. FOX
STEVEN A. GUSTAFSON

409 BANK STREET
NEW ALBANY, IN 4750

PHONE (812) 944-2500
FAX (812) 944-7707

April 19, 2011

Jonathan Leachman
Fifer Law Office
Post Office Box 65
New Albany, IN 47151-0065

RE: Article 5 Services

Dear Jonathan,

It was a pleasure meeting with you and your clients the other day. Pursuant to our discussion, it is my understanding that the New Albany Floyd County Animal Control and Shelter will provide Article 5 services to the Town of Greenville. The Town of Greenville understands and agrees that the New Albany Floyd County Animal Control and Shelter has jurisdiction over Article 5 services. Further, the Town of Greenville will not interfere with the New Albany Floyd County Animal Control and Shelter during such time that the animal shelter is providing Article 5 services to the residents of the Town of Greenville. This will be true regardless of whether the notification came in from a Board member, a resident of the Town of Greenville, or even if the animal control employee observes an Article 5 issue while in the corporate limits in the Town of Greenville. The Town of Greenville understands that all of the rules and regulations of the New Albany Floyd County Animal Control and Shelter associated with Article 5 services have priority and control with regards to the Town of Greenville Ordinance No. 2010-T-056. On behalf of the Town of Greenville, I appreciate the New Albany Floyd County Animal Control and Shelter providing Article 5 services to the Town of Greenville. Lastly, as we discussed, I will be speaking with the Town of Greenville Board members at our next meeting about the possibility of adopting the Floyd County Animal Control Ordinance. I will keep you updated with respect to the same.



215 W. Market
New Albany, IN 47150
948-5355 David Hall-Director

The following is to clarify the services that shall be provided to the Town of Greenville by the New Albany Floyd County Animal Shelter (NAFC) so the town understands how their constituents will be served.

Article 5 Services

(a) Capture, containment, removal and quarantine of dangerous and/or nuisance dogs and cats;

NAFC Animal Shelter, (shelter) will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty Animal Control Officer (ACO) this ACO will determine if NAFC shelter, ACO is to respond.

dogs and cats running at large; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. This is not a run that will be made by NAFC shelter, ACO's after hours.

Injured dogs and cats for which necessary treatment will be provided; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(b) Assistance with any emergency involving dogs and/or cats and;

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(c) Pickup, removal, and disposal of dead dogs, cats and/or deer.

Greenville residents can call NAFC Animal Shelter 24/7 to report (leave us a message on shelter voicemail for animal control) such a situation. NAFC Animal Shelter will respond on our normal priority basis Monday-Friday 9am to 4:30pm to these calls. Please note that dead animals must be on the public right of way or public areas, no dead animals will be picked up off of private property. Only feral dogs, cats, and/or deer will be addressed in this section, owned animals are to be disposed of by their owners and can be brought into NAFC Shelter 215 W. Market Monday-Friday 9am to 4:30pm.

FLOYD COUNTY RESOLUTION 2005-II

AN RESOLUTION APPROVING AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN FLOYD COUNTY AND THE
CIVIL CITY OF NEW PERTAINING TO ANIMAL CONTROL SERVICES

WHEREAS, by the provisions of IC 36-8-2-6, a unit of local government is expressly empowered to establish, maintain, and operate an animal shelter; and

WHEREAS, as of the 20th day of May, 1999, Floyd County, Indiana (County), and the civil city of New Albany, Indiana (City), concluded an Interlocal Agreement pursuant to the provisions of IC 36-1-7, et seq., pertaining to the construction, maintenance, and operation of an animal shelter to be located at 215 West Market Street, New Albany, Indiana, and the provision of certain animal control services (the Agreement); and

WHEREAS, by the terms and provisions of said Interlocal Agreement, the operation of the animal shelter and the performance of animal control functions within certain areas of Floyd County, Indiana, were vested in the Floyd County Animal Control Authority (Authority); and

WHEREAS, the Town of Greenville is desirous of causing the Authority to perform animal control services within the town; and

WHEREAS, the Floyd County Animal Control Authority has evidenced its willingness to perform animal control services in the Town of Greenville; and

WHEREAS, the Board of Commissioners of the County of Floyd, subject to the concurrence of the Floyd County Council and the Mayor and Common Council of the City, is desirous by this resolution of approving an amendment to Article 5 of the Agreement permitting the Authority to provide certain animal control services within the corporate limits of the Town of Greenville.

NOW THEREFORE:

BE IT RESOLVED, that the recitals set forth above be incorporated herein and made a part of this resolution.

BE IT FURTHER RESOLVED, that the proposed amendment to the Agreement concluded by and between the City and County, the same pertaining to the provision of animal control services in the Town of Greenville, be, and the same hereby is approved subject to the concurrence therein by the Floyd County Council and the Mayor and Common Council of the City.

SO RESOLVED this 4th day of January, 2005.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John P. Darnell
MEMBER

Charles A. Lantieri
MEMBER

Mark A. Bell
MEMBER

ATTEST:

Jerome A. Plais
FLOYD COUNTY AUDITOR

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT, made and entered as of this 1st day of January, 2005, by and between **Floyd County, Indiana** (hereinafter "County"), and the **Civil City of New Albany, Indiana** (hereinafter "City"), pursuant to the provisions of IC 36-1-7, *et seq.*

WITNESSETH:

WHEREAS, on the 20th day of May, 1999, the County and City concluded an interlocal cooperation agreement (Agreement) pertaining to the provision of animal control services within said city and the unincorporated areas of said county; and

WHEREAS, the Town of Greenville, Indiana (hereinafter "Town"), has requested that the Agreement be modified and amended so as to permit the Floyd County Animal Control Authority, as created pursuant to the Agreement, to provide animal control services within the corporate limits of the Town.

NOW THEREFORE, it is agreed that the Agreement be, and the same hereby is, modified and amended by the addition to Article 5 of the following language:

Any provision of this agreement to the contrary, notwithstanding, the Authority will provide the following services within the corporate limits of the Town of Greenville:

- (a) Capture, containment, removal, and quarantine of dangerous and/or nuisance dogs and cats; dogs and cats running at large; and, injured dogs and cats for which necessary treatment will be provided; and
- (b) Assistance with any emergency involving dogs and cats; and
- (c) Pickup, removal, and disposal of dead dogs, cats, and deer.

REQUEST FOR ASSISTANCE: As evidenced by the execution hereof, the president of the town council of the Town of Greenville, being the executive of said town pursuant to IC 36-5-5-2, acknowledges and affirms that the town council (Council) of said town has adopted a resolution, which remains in full force and effect, (1) permitting the officers, agents, and employees of the Authority to enter the public streets, alleys, ways, parks, and other public lands owned by or under the authority of the Council for the purpose of performing and rendering those animal control services specified by this amendment, and (2) directing the town marshal to assist the Authority in the performance of its duties and responsibilities within the corporate limits of the Town.

ISSUING AND RECORDING: The Floyd County Auditor is directed to cause a copy of this Agreement to be duly recorded with the Floyd County Recorder immediately upon execution hereof by all parties, and to be filed with the state board of accounts within sixty (60) days thereof.

IN WITNESS WHEREOF, the executives of the County and City have executed this Amendment, respectively on the 11th day of January, 2005, and the 12th day of January, 2005.

CIVIL CITY OF NEW ALBANY,
INDIANA

James Garner, Mayor
James Garner, Mayor

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Rouse
Member

Charles A. Furbush
Member

Keith A. Burt
Member

ATTEST:

Marcy J. Wisman
New Albany City Clerk

FISCAL APPROVAL

The foregoing Interlocal Agreement was Approved by resolution duly adopted by the Floyd County Council on the 11th day of January, 2005, and by the Common Council of the Civil City of New Albany on the 2nd day of January, 2005.

FLOYD COUNTY COUNCIL

By: Jeff Heavin
President

ATTEST:

Jessica A. Plais
Floyd County Auditor

COMMON COUNCIL OF THE CIVIL
CITY OF NEW ALBANY, INDIANA

By: Jeff Heavin
President

ATTEST:

Marcy J. Wisman
New Albany City Clerk

EXECUTION BY THE TOWN OF GREENVILLE

The Town of Greenville joins in the execution of this agreement for the purposes hereinbefore set forth, on this 14 day of FEBRUARY, 2005.

David A. Miller
President, Greenville Town Council

ACKNOWLEDGMENTS

STATE OF INDIANA)
)ss
COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the Mayor and Clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 12th day of January, 2005.

My Commission Expires:

8-11-2011

County of Residence:

Floyd

Charlotte L. Hauwen
Notary Public
Charlotte L. Gaswein
Printed

STATE OF INDIANA)
)ss
COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Common Council and clerk of the City of New Albany, Indiana, who acknowledged the execution of the foregoing agreement, this 28 day of JAN, 2005.

My Commission Expires:

12-31-06

County of Residence:

Floyd

Eugene Freiburger
Notary Public
Eugene Freiburger
Printed

STATE OF INDIANA)
)ss
COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the members of the Board of Commissioners of the County of Floyd and Auditor of Floyd County, Indiana, who acknowledged the execution of the foregoing agreement, this 24 day of January, 2005.

My Commission Expires: 12/21/05

[Signature]
Notary Public

County of Residence: Floyd

Mark C. Mansan, Jr.
Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Floyd County Council and the Auditor of Floyd County, who acknowledged the execution of the foregoing agreement, this 12th day of January 2005.

My Commission Expires:

5/22/09

County of Residence:

Debbie A. Davis
Notary Public

Debbie A. Davis
Printed

STATE OF INDIANA)

)ss

COUNTY OF FLOYD)

Before me, the undersigned Notary Public, personally appeared the president of the Greenville Town Council, who acknowledged the execution of the foregoing agreement, this 14 day of Feb. 2005.

My Commission Expires: 12/07

Jack Travillian
Notary Public

County of Residence:

JACK TRAVILLIAN
Printed

PREPARED BY:

MAX C. MASON, JR.
FLOYD COUNTY ATTORNEY
411 West First Street
New Albany, In 47150

RESOLUTION R-05-01

**A RESOLUTION APPROVING AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN FLOYD COUNTY
AND THE CIVIL CITY OF NEW ALBANY PERTAINING
TO ANIMAL CONTROL SERVICES**

WHEREAS, by the provisions of IC 36-8-2-6, a unit of local government is expressly empowered to establish, maintain, and operate an animal shelter, and

WHEREAS, as of the 20th day of May, 1999, Floyd County, Indiana (County), and the Civil City of New Albany, Indiana (City), concluded an Interlocal Agreement pursuant to the provisions of 36-1-7, et seq., pertaining to the construction, maintenance, and operation of an animal shelter to be located at 215 West Market Street, New Albany, Indiana, and the provision of certain animal control services (the Agreement); and

WHEREAS, by the terms and provisions of said Interlocal Agreement, the operation of the animal shelter and the performance of animal control functions within certain areas of Floyd County, Indiana, were vested in the Floyd County Animal Control Authority (authority); and

WHEREAS, the Town of Greenville is desirous of causing the Authority to perform animal control services within the town; and

WHEREAS, the Floyd County Animal Control Authority has evidenced its willingness to perform animal control services in the Town of Greenville, and

WHEREAS, the Common Council of the Civil City of New Albany, Indiana, subject to the concurrence of the Board of Commissioners of the County of Floyd, the Floyd County Council and the Mayor of the City, is desirous by this resolution of approving an amendment to Article 5 of the Agreement permitting the Authority to provide certain animal control services within the corporation limits of the Town of Greenville.

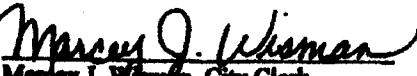
NOW THEREFORE:

BE IT RESOLVED, that the recitals set forth above be incorporated herein and made a part of this resolution.

BE IT THEREFORE RESOLVED, that the proposed amendment to the agreement concluded by and between the City and County, the same pertaining to the provision of animal control services in the Town of Greenville, be, and the hereby is approved subject to the concurrence therein by the Board of Commissioners of the County of Floyd, the Floyd County Council and the Mayor of the City.

SO RESOLVED this 20 day of January, 2005


Jeff Gahan, President
Common Council, City of New Albany

ATTEST: 
Marcey J. Whelan, City Clerk

FIFER LAW OFFICE

ATTORNEYS AT LAW

220 EAST MAIN STREET

P.O. BOX 95

NEW ALBANY, INDIANA 47151-0095

(317) 940-0222

FAX (317) 940-0227

JAMES E. "JEF" FIFER
JULIA A. FIFER
JONATHAN A. LEACHMAN
ERIC J. WEITZEL
TARA COFFEY HUNT

*ADMITTED IN KENTUCKY ALSO

JEFFERSONVILLE OFFICE
605 EAST 7TH STREET
JEFFERSONVILLE, INDIANA 47130
(317) 210-0410

March 25, 2011

Richard R. Fox
Attorney at Law
409 Bank Street
New Albany, IN 47150

SENT VIA FAX AND U.S. MAIL

Re: Animal Control for Greenville

Dear Rick:

I am writing to you in your capacity as the Town Attorney for the Town of Greenville, Indiana (hereinafter "Greenville"). Previously, the New Albany-Floyd County Animal Shelter (hereinafter "Shelter") had been providing limited animal control services to Greenville pursuant to a written memorandum of understanding. Then in October last year, the Shelter learned that the Greenville had adopted a new animal control ordinance which required the Shelter to provide services over and above those outlined in the prior memorandum of understanding.

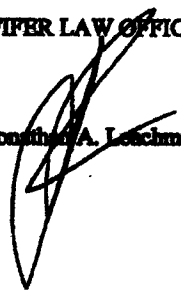
The New Albany-Floyd County Animal Control Authority has communicated to Greenville that if it desires the additional services enumerated in its new animal control ordinance it will have to pay for those services. Since that time, we have heard no response from Greenville.

At this point, since Greenville adopted the new animal control ordinance without coordination or consultation with the Shelter, and since the new animal control ordinance requires the Shelter to provide additional services not listed in the previous memorandum of understanding, and since the Shelter has heard no response from Greenville, Indiana, the Shelter will assume that Greenville no longer desires to receive animal control services. Please be advised that unless I hear from you that Greenville does want to continue receiving animal control services from the Shelter, that effective April 1, 2011, the Shelter will no longer provide any animal control services to Greenville, Indiana pursuant to the previous memorandum of understanding or otherwise.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely yours,

FIFER LAW OFFICE


Jonathan A. Leachman

cc: New Albany-Floyd County Animal Control



Invoice No. 032411-GVIL

INVOICE

Customer		Date
Name	Town of Greenville Attn: Talbotte Richardson	11/17/2010
Address	P.O. Box 188	Order No.
City	Greenville State IN ZIP 47124	Rep
Phone	812 623-6821	FOB

Qty	Description	Unit Price	TOTAL
	Animal Control Services to Greenville March 24, 2011 on Schuler Rd.		
2	Stray Dogs P/U one possible injury impound fee	\$10.00	\$20.00
2	Board to hold for stray \$5 per day x 5days	\$25.00	\$50.00
2	Health care	\$13.00	\$26.00
	Vet time for eval (Min. 1 hour)	\$40.00	\$40.00
	Vet tech time (2 hours over 5 days)	\$13.00	\$26.00
SubTotal			\$162.00
Shipping & Handling			
Taxes			
TOTAL			\$162.00

Payment Details



Office Use Only

Payable to City of New Albany for deposit in account# 02022.107.4318.0

Thank you in advance for your prompt attention to this matter

**TOWN OF GREENVILLE
ORDINANCE NO. 2010-T-056**

**ORDINANCE CONCERNING THE REGULATING OF ANIMALS AND
ANIMAL CONTROL WITHIN THE TOWN OF GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public health, safety and welfare, has deemed it necessary that the Town develop an Ordinance which regulates animals and animal control within the Corporate limits of the Town of Greenville;

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

ENFORCEMENT AUTHORITY:

DEPARTMENT OF ANIMAL CONTROL:

(A) The Greenville Town Marshal shall head the Department of Animal Control and be the Quarantining Authority for the Town of Greenville. The Town of Greenville's Marshal, Deputy Marshals and Reserve Officers shall be Animal Control Officers under the direction of the Greenville Town Marshal. The Department of Animal Control shall enforce the animal control ordinance and shall investigate any complaints regarding ordinance violations. The duties and powers of the Department of Animal Control are as follows:

- (1) To cause to be enforced all Town of Greenville ordinances and/or state laws regarding animal care and control.
- (2) To cause to be picked up by the New Albany and Floyd County Animal Control and Shelter all animals illegally at large, all sick, diseased, injured, lost, strayed, stolen or abandoned animals in accordance with Article 5 of Inter-local agreement and amendments entered into with the New Albany Floyd County Animal Control and Shelter dated May 21st, 1999, January 12th, 2005, January 20th, 2005 and services to be provided dated January 20th, 2005.
- (3) To proceed upon public and private property within the Town of Greenville in pursuit of animals believed to be in violation of this ordinance. However, this authority does not extend to a privately owned structure without the consent of the owner, lessee or other occupant in control of the premises or without other legal process or authority. Any animal pursued under this section may be confiscated and held by the New Albany and Floyd County Animal Control and Shelter according to its rules and regulations. If an animal is confiscated without the knowledge or consent of the owner or occupant of the premises, a notice shall promptly be affixed to said premises in an obvious location, directing the occupant to contact the New Albany and Floyd County Animal Control and Shelter providing the address and telephone number of same on said notice.

News and Tribune

June 22, 2011

Greenville: Calls to animal shelter being ignored

Director says employees need permission to enter town, attorney disagrees

By CHRIS MORRIS

Chris.Morris@newsandtribune.com

NEW ALBANY — Picking up a stray or injured animal is not as simple as it sounds.

Just ask the Floyd County Commissioners.

The commissioners heard plenty about the subject Tuesday night as officials from Greenville said the New Albany-Floyd County Animal Shelter personnel have been ignoring calls for service in and around the town of Greenville.

Greenville Town Council member Randall Johns told the commissioners the shelter is supposed to honor Article 5 services, agreed to in 2005, which states stray and injured animals are to be picked up, even though Greenville has its own animal ordinance. But Johns said that is not happening. He said when residents, even those who live in the township but have Greenville addresses, call the shelter to pick up a stray, they are told to call the town's marshal.

"All we want is for them to pick up strays. We probably only have four or five a year," said Greenville Town Council President Talbotte Richardson.

The problem is that since Greenville has its own ordinance, animal shelter personnel do not have the authority to investigate cruelty or other cases involving animals, said NA-FC Animal Shelter Director David Hall. Also, Greenville does not pay a yearly fee to the shelter. Johns said the town wants to pay on an individual case basis, since there are so few each year.

Hall said the problem was "very confusing." He said his employees need permission to enter the town and the ability to investigate calls concerning an animal's welfare.

Attorney Rick Fox, who represents both the commissioners and the town of Greenville, said that is not a problem.

"At our recent meeting I thought we had worked out your concerns," Fox said to Hall. "You agreed to provide Article 5 services to the town of Greenville. The problem is when people call the shelter, and they say they are from Greenville, they are told we don't go out there." Fox went on and told Hall he was responsible for properly training his employees.

Commissioner Mark Seabrook said since Greenville does not pay a yearly fee, the Article 5 ordinance is not truly an interlocal agreement. Georgetown, for example, pays the shelter \$9,000 a year for services, half of which is paid for by the county.

But Johns said Greenville does not want to pay a yearly fee when it only has a handful of animals to be picked up each year.

Hall agreed to send a new list of fees for services to Fox, and Johns said the Greenville council would have no problem paying those fees when the shelter is called upon.

“The ultimate end is to go help the people,” said Commissioner Steve Bush. “You have to go pick up a dog if called upon. But they [shelter investigators] have to be able to do their job once they get in there.”

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

06-29-2011

To: Mr. Mark Seabrook
President
Floyd County Commissioners
Floyd County, Indiana

From: Randal Johnes
Vice President
Greenville Town Council
Greenville, Indiana

Subject: Article Five Services to be provided by the New Albany / Floyd County Animal Control and Shelter.

Mr. Seabrook,

I am writing this letter to you as a formal complaint against David Hall of the New Albany / Floyd County Animal Shelter. When I appeared before the Commissioners on June 21st it was to request that David Hall honor the Article Five Services to be provided to the Town of Greenville per agreement between Floyd County, Indiana / The City of New Albany, Indiana and the Town of Greenville, Indiana passed in the year 2005.

I thank you and the other Commissioners again for allowing me to address this issue at your June 21st meeting. At that meeting it is my understanding that the New Albany / Floyd County Animal Shelter under the direction of the Commissioners instructed David Hall to provide the Article Five Services to the Town of Greenville. Upon leaving that meeting I believed the issues between the Town of Greenville and David Hall of the New Albany / Floyd County Animal Shelter had been resolved. I was to find out on June 28th this was not true due to a loop hole Mr. Hall invoked in the Article Five Service Agreement.

The following is what happened:

On June 28th around 3:30 to 4:00 pm I received a call from Greenville Town Attorney Rick Fox. He told me he had received a call from David Hall. David Hall told Mr. Fox the New Albany / Floyd County Animal Shelter had received a call from the residence located at 7009 Pekin Road {this is inside the town's corporate limits} concerning a dead raccoon in the roadway. David Hall told Mr. Fox that the Shelter would not pick up this dead raccoon because it was not covered in the Article Five Service Agreement. David Hall told Mr. Fox that the Shelter would only pick up stray or dead dogs / cats and / or deer. David Hall is exactly correct and that is what it states; however, I do not believe that was the intent when it comes to road kill. I believe the intent of Article Five was to pick up any stray, injured or dead animals that were on public property. I believe David Hall is doing all he can to be disruptive and make it as difficult as possible to deal with the New Albany / Floyd County Animal Shelter. I believe we need an addendum to Article Five stating all wild or domestic stray, injured or dead animals that were on public property.

**Town of Greenville
P.O. Box 188
Greenville, In. 47124**

The town has also been sent the invoice again for the pick-up of the two dogs that were in the county on Schuler Road. Commissioner Bush questioned why we were being billed for the pick-up of these two dogs. I stated I wondered that myself. The town received this invoice again on Monday June 27th. I sent it to Mr. Fox and stated I assume David Hall just had not gotten the word to his billing personnel to cancel this invoice. On June 28th Mr. Fox asked Mr. Hall about the invoice the town received on Monday June 27th. David Hall told Mr. Fox the town owed for these Article Five Services because the call came in while the animals were in Greenville even though they were picked up in the County. For the life of me I do not understand why David Hall cannot grasp that the New Albany / Floyd County Animal Shelter is to provide these Article Five Services under our agreement with the county. I am going to be a little sarcastic here by stating I wonder if he will eventually turn this invoice over to a collection agency because we are not going to pay it.

I and the Town of Greenville are asking for your and the other commissioners help in getting these issues resolved. I am extremely frustrated with David Hall. I recall the statement made by all of us and agreed to by all except David Hall that the New Albany / Floyd County Animal Shelter was there to provide a service to ALL of Floyd County. This includes Floyd County, New Albany, Georgetown and Greenville.

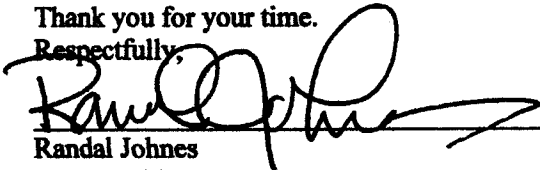
I believe, personally, that David Hall is making it difficult on the Town of Greenville to extort monies from the Town and County. This goes back to 2008 when he requested we pay for Article Five Services we were already paying for through tax dollars. David Hall wants the Town to pay them \$900.00 and the County to pay them \$900.00.

In my conversations with David Hall he has made it apparent to me that he is in charge. I tried to explain to him that he did answer to the Floyd County Commissioners and the New Albany City Council. Those two entities are the ones who set up the Shelter and provide the bulk of its funding through tax dollars. During this discussion back in November of last year is when he told Council President Richardson and me to leave the Animal Shelter {in other words we were kicked out}. This meeting was over the two dog issue; and, he told us, at that time, he would not provide Article Five Services unless we paid the Animal Shelter for those services.

Respectfully, I request that you and the other commissioners see what can be done to resolve these issues with David Hall. I have several pressing issues on my plate at this time with the new water storage tank and the research I am doing to try to purchase the sewage treatment plant in Greenville and expand it.

Thank you for your time.

Respectfully,



Randal Johnes
Vice President
Greenville Town Council
Greenville, Indiana

CC: Greenville Council President Richardson, Greenville Attorney Fox, Greenville Marshal Moore,
File



215 W. Market
New Albany, IN 47150
948-8886 David Hall-Director

The following is to clarify the services that shall be provided to the Town of Greenville by the New Albany Floyd County Animal Shelter (NAPC) so the town understands how their constituents will be served.

Article 3 Services

(a) Capture, containment, removal and quarantine of dangerous and/or nuisance dogs and cats;

NAPC Animal Shelter, (shelter) will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty Animal Control Officer (ACO) this ACO will determine if NAPC shelter, ACO is to respond.

dogs and cats running at large; and

NAPC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. This is not a run that will be made by NAPC shelter, ACO's after hours.

injured dogs and cats for which necessary treatment will be provided; and

NAPC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAPC shelter, ACO and he/she will determine if NAPC shelter is to respond.

(b) Assistance with any emergency involving dogs and/or cats and;

NAPC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAPC shelter, ACO and he/she will determine if NAPC shelter is to respond.

(c) Pickup, removal, and disposal of dead dogs, cats and/or deer.

Greenville residents can call NAPC Animal Shelter 24/7 to report (leave us a message on shelter voicemail for animal control) such a situation. NAPC Animal Shelter will respond on our normal priority basis Monday-Friday 9am to 4:30pm to these calls. Please note that dead animals must be on the public right of way or public areas, no dead animals will be picked up off of private property. Only dead dogs, cats, and/or deer will be addressed in this section, owned animals are to be disposed of by their owners and can be brought into NAPC Shelter 215 W. Market Monday-Friday 9am to 4:30pm.

johnesdrafting

From: "Amy Stone" <amy-greenville-water@insightbb.com>
To: "'Greenville Council President Richardson'" <C.Richardson2@insightbb.com>; "johnesdrafting" <johnesdrafting@insightbb.com>
Sent: Monday, July 18, 2011 9:22 AM
Attach: animal shelter (2).pdf
Subject: Emailing: animal shelter (2).pdf
Received this in the mail this morning.
Thought you might want to see it.

Thanks,
Amy

Your message is ready to be sent with the following file or link attachments:

animal shelter (2).pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



Invoice No. 071511-GVIL

INVOICE

Customer

Name Town of Greenville Attn: Talbotte Richardson
Address P.O. Box 188
City Greenville State IN ZIP 47124
Phone 812 923-9821

Date 7/15/2011
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	Animal Control Services to Greenville March 24, 2011 on Schuler Rd.		
2	Stray Dogs P/U one possible injury Impound fee	\$10.00	\$20.00
2	Board to hold for stray \$5 per day x 5days	\$25.00	\$50.00
2	Health care	\$13.00	\$26.00
	Vet time for eval (Min: 1 hour)	\$40.00	\$40.00
	Vet tech time (2 hours over 5 days)	\$13.00	\$26.00
	Animal Control Services to Greenville July 09, 2011		
1	Stray Dog P/U from Town Marshal (Impound fee)	\$10.00	\$10.00
1	Board to hold for stray \$5 per day x 7days	\$35.00	\$35.00
1	Euth Fee	\$50.00	\$50.00
1	Disposal Fee	\$10.00	\$10.00

SubTotal \$267.00

Payment Details

Shipping & Handling
Taxes

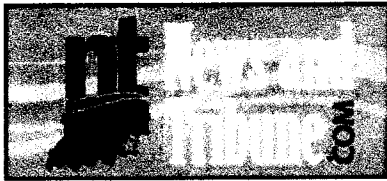
TOTAL \$267.00

PAST DUE \$162.00

Office Use Only

Payable to City of New Albany for deposit in account# 02022.107.4318.00

Thank you in advance for your prompt attention to this matter



October 5, 2011

Greenville, NA-FC Animal Shelter at odds again **(<http://newsandtribune.com/local/x1168420882/Greenville-NA-FC-Animal-Shelter-at-odds-again>)**

Town asked to pay up or have services cut Oct. 15

By CHRIS MORRIS

Chris.Morris@newsandtribune.com (<http://newsandtribune.com>)

NEW ALBANY — All it will take for the town of Greenville to continue receiving services from the New Albany-Floyd County Animal Shelter is \$900. But that might as well be \$900 million to Greenville Town Council members Talbotte Richardson and Randal Johnes.

The shelter wants to charge the town about \$1,800 a year for animal services, which includes picking up strays and deceased animals.

However, Greenville officials say according to the interlocal agreement agreed to in 1999, the animal shelter is required to pick up stray dogs, cats and deceased dogs, cats and deer in the county. Greenville has since adopted its own animal ordinance, which town officials say is more in-depth and includes farm animals.

Since the town has its own ordinance, and since Floyd County now has its own animal ordinance, there is confusion as to what powers the shelter has inside the town limits of Greenville. When the interlocal agreement was written, neither had animal ordinances on the books, which includes fines for strays and other procedures.

Unless an agreement is worked out by Oct. 15, the shelter will no longer provide services in Greenville, according to David Hall, animal shelter director.

As it stands now, that likely won't happen.

"Under article five [of the interlocal agreement], they are to pick up strays and dead animals. The people of Greenville pay taxes just like everyone else in the county. We're not going to agree to pay them extra," said Richardson, Greenville town council president, at Tuesday's commissioners meeting. "We shouldn't even be standing here today."

However, Hall said since Greenville has its own ordinance, he has no authority inside the town limits. He also said the town officials cannot pick or choose which services they want from the shelter.

The shelter has a contract with Georgetown for animal services. The county pays half of

Georgetown's yearly fee and will likely do the same for Greenville, which would pay the town's bill at about \$900 a year.

But Richardson and Johnes said picking up strays is part of the shelter's responsibility under the original interlocal agreement.

"We are happy with article five [of original agreement] as it is; they can come in and pick up stray cats and dogs any time they want," Johnes said.

However, who will take financial responsibility for stray animals is undetermined unless the amendment to the interlocal agreement — which includes fees for infractions and boarding costs — is agreed to, Hall said.

"I don't know what I can bill and what I can't bill. It's a logistical nightmare," Hall said. "I can't enforce their ordinance. That is why I have included a fee schedule [in the amendment]."

Johnes defended the town's own animal ordinance, saying there was nothing on the books to protect the animals and residents of Greenville. He said it was not meant to keep animal shelter personnel from picking up strays in the town.

The town Council will meet Monday to discuss the situation, and Richardson said Jonathan Leachman, attorney for the animal shelter, is on the agenda to speak. But Hall said he may not attend since the animal control board has already made a decision and given Greenville an Oct. 15 deadline.

The ongoing dispute may be wearing thin with the commissioners.

"If you have a universal contract [amendment to interlocal agreement], it doesn't matter where you live. You will get the services," said Mark Seabrook, president of the commissioners. "It's not fair to the public to argue over it every third meeting. You have one more shot to work out an agreement. If not, maybe I can work out an agreement. I hope everyone goes into that meeting with an open mind."

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News and Tribune 221 Spring St. Jeffersonville, IN 47130

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between Floyd County, Indiana (hereinafter "County"), the Civil City of New Albany, Indiana (hereinafter "City"), and the Town of Greenville, Indiana (hereinafter "Town"), pursuant to the provisions of I.C. 36-1-7 *et seq.*

WITNESSETH:

WHEREAS, on the 20th day of May, 1999, the County and City concluded an interlocal cooperation agreement (hereinafter "Agreement") pertaining to the provision of animal control services within said city and the unincorporated areas of said county; and

WHEREAS, the Town requested that the Agreement be modified and amended so as to permit the Floyd County Animal Control Authority, as created pursuant to the Agreement, to provide animal control services within the corporate limits of the Town; and

WHEREAS, the City, County and Town entered into an Amendment to Interlocal Cooperation Agreement dated January 1, 2005 which provided for animal control services to the Town; and

WHEREAS, subsequent to the Amendment to Interlocal Cooperation Agreement, the Town adopted Ordinance No. 2010-T-056 which created the Greenville Department of Animal Control; and

WHEREAS, confusion has arisen with respect to the powers and duties of the New Albany-Floyd County Animal Control and Shelter (hereinafter "Shelter") within the corporate limits of the Town, the services desired by the Town, and the fees to be paid by the Town for said services; and

WHEREAS, the City, County and Town desire to clarify the powers and duties of the Shelter within the corporate limits of the Town in light of Ordinance No. 2010-T-056, the services to be provided by the Shelter, and the fees to be paid by the Town for said services.

NOW THEREFORE, it is agreed that the Agreement be, and the same hereby is, modified and amended by the addition to Article 5 of the following language:

- (a) Capture, containment, removal, and quarantine of dangerous and/or nuisance dogs and cats; dogs and cats running at large; and, injured dogs and cats for which necessary treatment will be provided; and
- (b) Assistance with any emergency involving dogs and cats; and
- (c) Pickup, removal, and disposal of dead dogs, cats and deer.

REQUEST FOR ASSISTANCE: As evidenced by the execution hereof, the president of the Town Council of Greenville, being the executive of said Town pursuant to I.C. 36-5-5-2, acknowledges and affirms that the Town Council of said Town has adopted a resolution, which

remains in full force and effect, (1) permitting the officers, agents, and employees of the Authority to enter the public streets, alleys, ways, parks, and other public lands owned by or under the authority of the Council for the purpose of performing and rendering those animal control services specified by this amendment, and (2) directing the Town Marshall to assist the Shelter in the performance of its duties and responsibilities within the corporate limits of the Town.

ENFORCEMENT: If an officer, employee and/or agent of the Shelter observes and/or is made aware of a situation inside the corporate limits of the Town that would constitute a violation of the Floyd County, Indiana Animal Control Ordinance outside the corporate limits of the Town, the officer, employee and/or agent of the Shelter may issue a citation to the offender under the Floyd County, Indiana Animal Control Ordinance. Such citations shall be written on the forms utilized for citations issued to residents of the unincorporated areas of Floyd County, Indiana. Enforcement proceedings for such citations shall be conducted in the same manner as enforcement proceedings within the County by the Shelter and the Shelter's attorney.

FEES: Town shall compensate and/or reimburse the Shelter for services requested by the Town, Town Marshall, and/or Town of Greenville Department of Animal Control according to the Shelter's current schedule of fees, as amended, a copy of which is attached hereto and incorporated herein by reference. Said fees shall be due and payable within thirty (30) days after the date on which services are rendered by the Shelter.

FINES: Any fines paid to and/or collected by the Shelter arising out of or related to any enforcement action by the Shelter against a resident of the Town shall be and remain property of the Shelter. Any fines collected by the Town, Town Marshall, and/or Greenville Department of Animal Control arising out of or related to any enforcement action by the Town against a resident of the Town shall be and remain property of the Town.

CONFLICT: With respect to any conflict that may arise between this Agreement and Town Ordinance No. 2010-T-056, this Agreement shall control.

FILING AND RECORDING: The Floyd County Auditor is directed to cause a copy of this amendment to be duly recorded with the Floyd County Recorder immediately upon execution hereof by all parties, and to be filed with the state board of accounts within sixty (60) days thereof.

IN WITNESS WHEREOF, the executives of the County and City have executed this Amendment, respectively on the ____ day of _____, 2011, the ____ day of _____, 2011, and the ____ day of _____, 2011.

CIVIL CITY OF NEW ALBANY
INDIANA

BOARD OF COMMISSIONERS
OF FLOYD COUNTY

Doug England, Mayor

Stephen A. Bush, Commissioner

ATTEST:

Charles A. Freiburger, Commissioner

Marcy J. Wisman, New Albany City Clerk

Mark A. Seabrook, President

FISCAL APPROVAL

The foregoing Interlocal Agreement was Approved by resolution duly adopted by the Floyd County Council on the ____ day of _____, 2011, and by the Common Council of the Civil City of New Albany on the ____ day of _____, 2011.

FLOYD COUNTY COUNCIL

COMMON COUNCIL OF THE CIVIL
CITY OF NEW ALBANY, INDIANA

By: _____
President

By: _____
President

ATTEST:

ATTEST:

Floyd County Auditor

New Albany City Clerk

EXECUTION BY THE TOWN OF GREENVILLE

The Town of Greenville joins in the execution of this Agreement for purposes hereinbefore set forth on this ____ day of _____, 2011.

President, Greenville Town Council

ACKNOWLEDGMENTS

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Subscribed and sworn to before me, a Notary Public, by the Mayor and Clerk of the City of New Albany, Indiana, this ____ day of _____, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

PRINTED NAME
A resident of _____ County, In.

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Subscribed and sworn to before me, a Notary Public, by the president of the Common Council and Clerk of the City of New Albany, Indiana, this ____ day of _____, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

PRINTED NAME
A resident of _____ County, In.

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Subscribed and sworn to before me, a Notary Public, by the Board of Commissioners and Auditor for Floyd County, Indiana, this ____ day of _____, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

A resident of _____ County, In.

Subscribed and sworn to before me, a Notary Public, by the president of the Floyd County Council and Auditor for Floyd County, Indiana, this ____ day of _____, 2011.

MY COMMISSION EXPIRES:

A resident of _____ County, In.

Subscribed and sworn to before me, a Notary Public, by the president of the Town Council of the Town of Greenville, Indiana, this ____ day of _____, 2011.

MY COMMISSION EXPIRES:

A resident of _____ County, In.

Jonathan A. Leachman
Attorney No. 20979-10
FIFER LAW OFFICE
220 East Main Street
New Albany, IN 47150
(812) 949-2529
Attorney for New Albany-Floyd County
Animal Control Authority and Shelter

johnesdrafting

From: "johnesdrafting" <johnesdrafting@insightbb.com>
To: <admin@nafcanimalshelter.org>
Cc: "Greenville Council President Richardson" <C.Richardson2@insightbb.com>; "Greenville Council Atty. Mr. Fox" <rfox@aye.net>
Sent: Wednesday, October 05, 2011 8:46 AM
Subject: Fees
10-05-2011

Greenville Council President and I attended the Floyd County Commissioners Meeting held last night at 6:00 pm. A statement was made to the commissioners concerning an outstanding fees due of \$700.00 for a animal that was picked up at a residence in Greenville, Indiana. This is a situation we were totally unaware of. I am respectfully requesting that you respond to me via this e-mail providing the following information.

Who contacted the Animal Shelter concerning pick-up of this animal?

What type animal it is?

Name of person or persons who are the owner of this animal?

Address of person or persons who are the owner of this animal?

Why is animal being held?

Total fees due at this time?

Thank You,

Randal Johnes
Vice President
Greenville Town Council

johnesdrafting

From: "johnesdrafting" <johnesdrafting@insightbb.com>
To: "Sandy Duley" <commissioner@floydcounty.in.gov>
Cc: "Greenville Marshal Detective William Burkhardt Jr." <bilbecbur1@aol.com>; "Greenville Marshal David Moore" <Mooredm1946@aol.com>; "Greenville Councilman Pearce" <jlpearce61@hotmail.com>; "Greenville Councilman B. Wright" <Gmvillestation@aol.com>; "Greenville Council Woman Hayes" <Pattiahayes@aol.com>; "Greenville Council President Richardson" <C.Richardson2@insightbb.com>; "Greenville Council Atty. Mr. Fox" <rfox@aye.net>
Sent: Wednesday, October 05, 2011 10:22 AM
Attach: Invoice Greenville 032411_071511_063011sent email.xls; Invoice GreenvilleB 070011and 100311email.xls
Subject: Fw: fees
 10-05-2011

Mr. Commissioners,

A statement was made by Hall of the Animal Shelter at last nights meeting concerning \$700.00 owed on an animal that was being held at the shelter. I made the statement we knew nothing about it. I e-mailed Hall this morning requesting information on this animal he was holding on a request by a Greenville resident. Attached is what I received. Hall continues to be less than honest with you Commissioners, in his statement last night and previous meetings. Hall has been less than honest on other statements he has made also. I do not understand why or maybe you do realize this. As you will notice all the charges are for stray animals picked up under the Article 5 agreement with Greenville. If you remember this agreement was reaffirmed by a letter dated April 19, 2011 between Mr. Fox and Mr. Leachman. I know Mr. Seabrook stated last night he was tried of this issue being brought before the Commissioners, so am I. What are we suppose to do when Hall continues to misrepresent the facts to you. I believe the biggest problem we have here is Hall..

Respectfully,
 Randal Johnes
 Vice President
 Greenville Town Council

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

From: David Hall
To: johnesdrafting
Sent: Wednesday, October 05, 2011 9:34 AM
Subject: fees

Fees to date for Greenville
 Dates and persons are included in the billing
 David Hall
 Director

This message is from the director of the New Albany-Floyd County Animal Control and Shelter and may contain confidential or privileged information. If you are not the addressee of this e-mail or it was received by you in error or if it has been forwarded to you without my knowledge, you are not authorized to read, copy, or distribute this e-mail or its attachments. Any error in addressing or delivery of this e-mail does not waive confidentiality or privilege. If you received this e-mail in error, please notify the sender by return e-mail and delete it. This e-mail message may not be copied, distributed, or forwarded without this statement and the permission of the sender.



Invoice No. 071811-GVIL

INVOICE

Customer

Name Town of Greenville Attn: Talbotte Richardson
 Address P.O. Box 188
 City Greenville State IN ZIP 47124
 Phone 812 923-9821

Date 7/18/2011
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
	Previous Animal Control Services to Greenville .		\$363.00
	Animal Control Services to Greenville .	\$10.00	\$10.00
1	Stray cat P/U for Quarantine impound fee	\$10.00	\$10.00
1	Stray cat for Quarantine at shelter 10 days	\$20.00	\$200.00
1	Euth Fees	\$45.00	\$45.00
1	Disposal Fee	\$10.00	\$10.00
1	Stray Dog hold 10/3/11 9710 Clark St. Angela Hedgewald	\$30.00	\$30.00
1	Euth Fees	\$60.00	\$60.00
1	Disposal Fee	\$20.00	\$20.00

Payment Details



page 2 of 2

SubTotal	\$748.00
Shipping & Handling	
Taxes	
TOTAL	\$748.00

Office Use Only

Payable to City of New Albany for deposit in account# 02022.107.4318.0

Thank you in advance for your prompt attention to this matter



Invoice No. 071811-GVIL

INVOICE

Customer

Name Town of Greenville Attn: Talbotte Richardson
 Address P.O. Box 188
 City Greenville State IN ZIP 47124
 Phone 812 923-9821

Date 7/18/2011
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
	Animal Control Services to Greenville March 24, 2011 on Schuler Rd.		
2	Stray Dogs P/U one possible injury Impound fee	\$10.00	\$20.00
2	Board to hold for stray \$5 per day x 5days	\$25.00	\$50.00
2	Health care	\$13.00	\$26.00
	Vet time for eval (Min. 1 hour)	\$40.00	\$40.00
	Vet tech time (2 hours over 5 days)	\$13.00	\$26.00
	Animal Control Services to Greenville July 09, 2011		
1	Stray Dog P/U from Town Marshal (Impound fee)	\$10.00	\$10.00
1	Board to hold for stray \$5 per day x 7days	\$35.00	\$35.00
1	Euth Fee	\$50.00	\$50.00
1	Disposal Fee	\$10.00	\$10.00
	Animal Control Services to Greenville June 30, 2011		
	Resident 6006 Beechwood Rd. request P/U 2 strays		
2	Stray Dogs P/U Impound fee	\$10.00	\$20.00
2	Board to hold for stray \$5 per day x 5days	\$25.00	\$50.00
2	Health care	\$13.00	\$26.00

SubTotal \$363.00

Payment Details



Shipping & Handling
 Taxes

TOTAL

1 of 2 pages

Office Use Only

Payable to City of New Albany for deposit in account# 02022.107.4318.0

Thank you in advance for your prompt attention to this matter



NEW ALBANY/FLOYD COUNTY
ANIMAL CONTROL AUTHORITY MEETING

Thursday, October 20, 2011

**At the New Albany Floyd Co. Animal Control and Shelter
215 W. Market St. in the Maxwell Education Rm.**

**NEW ALBANY/FLOYD COUNTY ANIMAL CONTROL AUTHORITY will
hold an Executive Session
7:00 – 7:30 before the regular meeting.
To discuss service contract to Town Greenville
pursuant to IC 5-14-1.5-9**

Public input 7:30-7:45

Approval of Minutes:

Old Business;

Director's Reports;

Adoption Report
Animal Control Report
Budget

Shelter Liaison Report;

New Business;

News and Tribune

December 10, 2011

Greenville, animal shelter still at odds

Shelter director says he will service the town

By CHRIS MORRIS

Chris.Morris@newsandtribune.com

NEW ALBANY — Greenville Town Board President Talbotte Richardson said as far as he's concerned, the dispute with the New Albany-Floyd County Animal Shelter is over. It was settled in the 1990s when an interlocal agreement between the city and county was signed.

"The shelter is funded 100 percent by the city and county. All they are trying to do is extort money from Greenville and I'm telling you that is not going to happen," Richardson said. "We already pay county taxes."

Richardson said under Article 5 of the agreement, the shelter is to pick up stray and deceased dogs and cats in the city, county and incorporated towns — Greenville and Georgetown. He said that is all he is asking the shelter to do.

Animal Shelter Director David Hall said he will continue to pick up the strays because he doesn't want "the four-legged creatures of our county" to suffer. However, he said since Greenville passed its own animal ordinance, it made his job a little more confusing.

He said Georgetown pays the shelter \$1,700 a year — with the county picking up half of that tab — to take care of all animal enforcement in the town. He said that is all he is asking from Greenville. He said budget issues have forced the shelter to ask for the extra fee in order to cover the city and the county.

He said if there is an issue in Greenville, or if there are strays to pick up, his office will respond. However, he said the Floyd County animal ordinance will be enforced.

"We don't know what we can do since they have their own ordinance," he said. "We just want to provide them the same services as Georgetown. It's amazing to me what is happening here. We will take care of everything for what, \$1,700 a year, and the county has said they will pay half of that. That would clear up everything."

But Richardson said his residents already pay county taxes for services and they will not stand for "double taxation."

"We are already paying to have animals picked up," he said. "We are not paying that man any more money. All we want him to do is pick up strays and deceased animals. That is what he is suppose to do

according to Article 5 of the agreement.”

Richardson said Greenville’s animal ordinance deals more with farm animals, and doesn’t keep the shelter from enforcing the Floyd County ordinance. He said he can’t keep the shelter from enforcing the county’s ordinance.

“Nothing says they can’t do that,” he said. “Our ordinance does not stop them from doing that. It would be like us having to pay extra for police protection. We already pay for that through our county taxes.”

The subject has been brought to the Floyd County Commissioners at two previous meetings. The commissioners have asked that the two sides meet to work out the problems. Hall and Richardson both hope the issue does not wind up in court.

“I don’t think there is a court in this land that would side with them,” Richardson said.

Hall said there would be a “public outcry” if public dollars were used to solve the issue in court.

“That would be ridiculous,” Hall said. “All we care about is the animals. All we want to do is take care of them.”



215 W. Market
New Albany, IN 47150
948-5355 David Hall-Director

The following is to clarify the services that shall be provided to the Town of Greenville by the New Albany Floyd County Animal Shelter (NAFC) so the town understands how their constituents will be served.

Article 5 Services

(a) Capture, containment, removal and quarantine of dangerous and/or nuisance dogs and cats;

NAFC Animal Shelter, (shelter) will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty Animal Control Officer (ACO) this ACO will determine if NAFC shelter, ACO is to respond.

dogs and cats running at large; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. This is not a run that will be made by NAFC shelter, ACO's after hours.

Injured dogs and cats for which necessary treatment will be provided; and

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(b) Assistance with any emergency involving dogs and/or cats and;

NAFC Shelter, will respond on our normal priority basis Monday-Friday 9am to 4:30pm to complaints made by residences of Greenville about such animals. After these hours the residents of Greenville should call the Town Marshal or Floyd Co. Sheriff Office. They will page the on duty NAFC shelter, ACO and he/she will determine if NAFC shelter is to respond.

(c) Pickup, removal, and disposal of dead dogs, cats and/or deer.

Greenville residents can call NAFC Animal Shelter 24/7 to report (leave us a message on shelter voicemail for animal control) such a situation. NAFC Animal Shelter will respond on our normal priority basis Monday-Friday 9am to 4:30pm to these calls. Please note that dead animals must be on the public right of way or public areas, no dead animals will be picked up off of private property. Only feral dogs, cats, and/or deer will be addressed in this section, owned animals are to be disposed of by their owners and can be brought into NAFC Shelter 215 W. Market Monday-Friday 9am to 4:30pm.

johnesdrafting

From: "Buzz Krohn" <buzz@owkcpa.com>
To: "johnesdrafting" <johnesdrafting@insightbb.com>
Cc: "Greenville Attorney Chris Lane" <lanelawoffice@gmail.com>; "Greenville Clerk Travillian" <greenville-clerk@insightbb.com>; "Gutting, Jim" <jim.gutting@btlaw.com>; <j.lanz@jtleng.com>; "Greenville Council President Richardson" <C.Richardson2@insightbb.com>; "Greenville Water Utility Superintendent Getrost" <super-gre-water@insightbb.com>
Sent: Monday, April 09, 2012 4:47 PM
Attach: SPR 12-31-2011 - Draft.pdf
Subject: FW: Greenville Water Tower Project / Bond Issue – Draft Accounting Report for SRF Financial Due Diligence Submittal

Randal

I have attached a draft copy of our proposed accounting report for the water tower project. Please note that this is still a draft, subject to change after bids are received and for any potential changes that might come from within our working group. You certainly can share this report draft with the Council. However, the primary purpose in my sending this to you in draft form is to provide you with the updated financial statements (thru 12/31/2011) and to demonstrate that our pro forma bond coverage ratios are sufficient to qualify for our proposed SRF bond financing requirements.

Between now and our bid date, we will be completing the other SRF financial reporting requirements for their Due Diligence Review of our proposed financing plan. In the meantime, please do not hesitate to call me or Jarrod Hall with any questions or feedback on the attached preliminary report draft.

From our perspective, the financing phase of this project is progressing in a timely and efficient manner. Thanks for all of your efforts in coordinating the activities for the various professional disciplines necessary in getting this project to the construction phase. We still have a ways to go, but we're on track and everything appears to be falling into place.

Please let me know if you have any questions before your next Council meeting.

Buzz

Otto W. "Buzz" Krohn, CPA, CMC
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O.W. Krohn & Associates, LLP
 CPA's and Consultants

231 East Main St. Westfield, IN 46074

From: Jarrod Hall [mailto:jhall@owkcpa.com]
Sent: Monday, April 09, 2012 4:26 PM
To: 'Buzz Krohn'
Subject:

4/9/2012

INVOICE FOR SNOW REMOVAL 2011-2012

DATE: APRIL 4, 2012

INVOICE NO. 040412

THIS IS A INVOICE FOR SALTING AND SNOW REMOVAL FOR THE TOWN
OF GREENVILLE FOR THE WINTER OF 2011-2012.

STEVEN SCHMITT

MARCH 04, 2012

1.0 HOUR

INSTALLING AND
LOADING SALT

AUTHORIZED FOR
PAYMENT BY ORDINANCE
2012-TO-001

1.0 HOUR TOTAL @ \$25.00 PER HOUR

4/9/12

TOTALING \$25.00

Ry

ISSUE CHECK TO STEVEN SCHMITT
FOR \$25.00. \$25.00 TO BE
CHARGED AS A CREDIT AGAINST
MVH ACT # 201001361
SNOW AND ICE REMOVAL.



**GREENVILLE TOWN & WATER UTILITY COUNCIL
PROJECT STATUS REPORT
JACOBI, TOOMBS AND LANZ, INC.
April 9, 2012**

**A. JOB NO. 10090-GREENVILLE WATER UTILITY
PRELIMINARY ENGINEERING REPORT (PER)**

- Environmental Assessment and FONSI published for Public Comment on July 5, 2011. Approval expected by August 4, 2011. Once PER is approved, need to coordinate with SRF about availability of funds, and proceed with Plans and Specifications to obtain construction bids.
- The PER was approved on August 4, 2011.

**JOB NO. 11090-GREENVILLE WATER TANK & BOOSTER STATION
DESIGN**

- Field work has been completed for the tank site and the booster station/water main site.
- Engineering Design is underway. The Project Schedule is as follows:
 1. Survey, Design, plans and specifications, permits, completed no later than December 31, 2011.
 2. Advertising for bids to be completed in January 2012.
 3. Bid opening to be held in March 2012.
 4. Construction Administration and Inspection is expected to take place April through September 2012.
 5. SRF loan close-out is expected to take place October and November 2012.
- Preliminary Plans were submitted to Town for review. A field check was held with Mr. Getrost and Mr. Schmitt.
- All comments have been incorporated in the Plans. The Plans are being finalized and, along with the Contract Documents and Specifications, being submitted to the Town for final approval and submittal to SRF.
- Plans and CD's were submitted to SRF for review and approval on January 25, 2012. SRF has indicated that they are satisfactory and to submit Front End Documents Engineer's Certification and Water System Construction Permit. *Bid Authorization was granted on March 19, 2012.*
- SRF funds will not become available until FY2013 (July 1, 2012 to June 30, 2012). We should open bids in April or May of this year to be "shovel ready" for construction July 1. *Bids will be opened at the June 9, 2012 regular meeting. The project will be advertised in the New Albany Tribune on May 11 and May 18, 2012.*

**B. JOB NO. 11003-GREENVILLE SANITARY SEWER REPORT
PHASE 1-HERITAGE SPRINGS TREATMENT PLANT EVALUATION**

- Request for increased effluent limits submitted to IDEM on March 9, 2011
No response received yet. The response from IDEM was received on April 19, 2011 approving the proposed increase in the effluent limit.
- Step 1 Report completed and submitted to Town Council. Preliminary meeting held with Financial Consultant. To move forward, need authorization to proceed with Steps 2 thru 5 with a total budget of \$43,000.00. Authorization to proceed with Steps 2 through 5 was approved on July 11, 2011.
- The Financial Consultant is determining what the existing plant is worth. A meeting is being scheduled with the owner. Status Same.
- A meeting was held with the financial consultant to discuss feasible funding alternatives. A purchase offer is being prepared to obtain the Heritage Springs Treatment Plant. *The purchase offer for the plant was approved on March 12, 2012.*

PHASES 2-5 -PRELIMINARY SANITARY SEWER COLLECTION SYSTEM DESIGN

- Service watersheds have been identified and preliminary flow calculations have begun.
- The preliminary collection system is being designed and sized for the Town of Greenville. The preliminary plan has been compiled and is to be presented to the Town Council at tonight's meeting. Preliminary project cost estimates are underway. Status Same.
- The work for these phases is to be completed within 180 calendar days from July 11, 2011, or by January 15, 2012.
- Preliminary Project Cost Estimates for areas to be sewered have been determined. *The design is in the planning and response to the purchase of the plant from the owner.*