

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. Recevaur. 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 Recorders 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.

Committee Reports:

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.

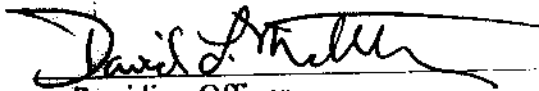
Financial: Review of checks and expenditures for the month

Law Enforcement:

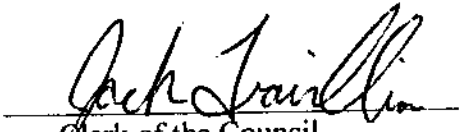
The council questioned if there was a need for a phone in the Marshal's downstairs office without having a Town Marshal. H. Barclay made a motion and R. Receveur seconded to have the service disconnect as soon as possible. Motion passed 3-0. Clerk Travillian will notify the phone company immediately.

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

Town of Greenville

P.O. Box 188
Greenville, IN 47124
812-923-9821

Date: February 14, 2005

Subject: Cancellation of Warrants -- Old Outstanding Checks:

Whereas, the Town Council of Greenville finds that all outstanding checks and unpaid for a period of two years as of December 31, 2004 shall be declared void. List as follows:

Meter Deposit Account 6040128:

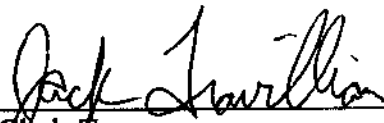
<u>Check #</u>	<u>Amount</u>
1023	\$ 11.16
1034	25.00
1058	25.00
1077	3.42
1104	11.16
1106	1.82
1128	25.00
1143	2.31
1147	25.00
1178	11.16
1197	25.00
1207	25.00
1235	24.37
1243	.60
1245	5.08
1275	<u>25.00</u>
Total	246..08

SECTIONS 3. Passed and adopted by the Greenville Town Council on the 14th day of February 2005 at the hour of 7:00 P.M.



Presiding Officer

ATTEST:



Clerk-Treasurer

1-25-05

ADJUSTMENT WORK SHEET

ACCOUNT # 24285 NAME: Jason Elkin

1. CURRENT USAGE	<u>79.3</u>	
2. AVERAGE USAGE = 6 MO. DIVIDED BY 6 =	<u>12.8</u>	
3. DIFFERENCE	<u>66.5</u>	
4. DIFFERENCE X 3.23 (5.73) <small>3.23 (over 100, 000) 6.2</small>	<u>214.80</u>	
5. AVERAGE USAGE # 2 PRICE OUT OF BOOK = <small>5.73</small>	<u>71.66</u>	
6. TOTAL OF # 4 & # 5 =	<u>286.46</u>	
7. 6% TAX =	<u>17.19</u>	
8. TOTAL BILL =	<u>303.65</u>	<u>234.57</u>
9. Original Bill =	<u>390.31</u>	<u>390.31</u>
10. TOTAL BILL (# 8) MINUS ORIGINAL BILL = TOTAL ADJUSTMENT	<u>86.66</u>	<u>155.74</u>

Notes:

Leak

subject

TOWN OF GREENVILLE - WATER

History Printout

02/09/2005 Time: 08:39:21

History for account number 7077 JASON ELKIN
 Billing Addr: 7077 OLD VINCENNES RD
 FLOYDS KNOBS, IN 47119-9529

Service Addr: 7077 OLD VINCENNES RD

Date	Type	Description	Amount	Cons	Total	Balance
08/01/2004	Water Charge		\$49.85			
	Billing	Water Tax	\$2.99			
	Audit #	2030 hydr/sprk	\$0.00			
				87	\$52.84	\$92.40
08/05/2004	Water Paid		\$-92.40			
	Cash					
	Audit #	3209				
		Desc CHECK #2397	\$-92.40			\$0.00
08/31/2004	Water Charge		\$33.81			
	Billing	Water Tax	\$2.03			
	Audit #	5295 hydr/sprk	\$0.00			
				59	\$35.84	\$35.84
09/16/2004	Water Penalty		\$1.22			
	Penalty					
	Audit #	7667	\$0.00			
		Total	\$1.22			\$37.06
10/01/2004	Water Charge		\$35.53			
	Billing	Water Tax	\$2.13			
	Audit #	8821 hydr/sprk	\$0.00			
				62	\$37.66	\$74.72
10/18/2004	Water Penalty		\$1.28			
	Penalty					
	Audit #	11259	\$0.00			
		Total	\$1.28			\$76.00
10/26/2004	Water Paid		\$-76.00			
	Cash					
	Audit #	11846				
		Desc CHECK #2428	\$-76.00			\$0.00
11/01/2004	Water Charge		\$38.67			
	Billing	Water Tax	\$2.20			
	Audit #	12284 hydr/sprk	\$0.00			
				64	\$38.87	\$38.87
11/16/2004	Water Penalty		\$1.31			
	Penalty					
	Audit #	14718	\$0.00			
		Total	\$1.31			\$40.18
12/01/2004	Water Charge		\$81.41			
	Billing	Water Tax	\$4.88			
	Audit #	15738 hydr/sprk	\$0.00			
				147	\$86.29	\$126.47
12/02/2004	Water Paid		\$-38.87			
	Cash					
	Audit #	16776				
		Desc CHECK #1006	\$-38.87			\$87.60
12/16/2004	Water Penalty		\$2.65			
	Penalty					
	Audit #	18138	\$0.00			
		Total	\$2.65			\$90.25
01/01/2005	Water Charge		\$181.85			
	Billing	Water Tax	\$10.91			
	Audit #	19416 hydr/sprk	\$0.00			
				349	\$192.76	\$283.01
01/17/2005	Water Penalty		\$5.67			
	Penalty					
	Audit #	21678	\$0.00			
		Total	\$5.67			\$288.68
01/28/2005	Water Paid		\$-288.68			
	Cash					
	Audit #	22122				
		Desc CHECK #1508	\$-288.68			\$0.00
02/01/2005	Water Charge		\$368.22			
	Billing	Water Tax	\$22.09			
	Audit #	22768 hydr/sprk	\$0.00			
				793	\$390.31	\$390.31

Adj this Mo

Transaction History by Type
 Adjustments

Acc #	Audit #	Type	Date	Desc	Amount	Balance
11158 LAW, PATRICIA						
	23771	Water Adjusted			\$-12.60	
		Water Tax Adjusted			\$-0.78	
	02/01/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-13.38
						\$15.19
12940 WATTS, KAREN						
	24375	Water Adjusted			\$-28.22	
		Water Tax Adjusted			\$-1.80	
	02/09/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-30.02
						\$124.25
20650 WILSON, JAMES						
	21699	Water Adjusted			\$0.00	
		Water Tax Adjusted			\$0.00	
	01/19/2005	Water Penalty Adjusted			\$-0.64	
					.00	\$-0.64
						\$15.19
23280 ROGERS, RONNIE						
	21299	Water Adjusted			\$-324.02	
		Water Tax Adjusted			\$-20.68	
	01/17/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-344.70
						\$580.50
23280 ROGERS, RONNIE						
	22028	Water Adjusted			\$0.00	
		Water Tax Adjusted			\$0.00	
	01/21/2005	Water Penalty Adjusted			\$-13.94	
					.00	\$-13.94
						\$457.66
25870 REICHARDSON, MARVIN						
	22054	Water Adjusted			\$-25.30	
		Water Tax Adjusted			\$-1.61	
	01/24/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-26.91
						\$-26.91
23750 NELSON, CALVIN						
	21298	Water Adjusted			\$-18.53	
		Water Tax Adjusted			\$-1.18	
	01/17/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-19.71
						\$-19.71
24010 THRELKEL, ROYCE						
	24461	Water Adjusted			\$-29.96	
		Water Tax Adjusted			\$-1.89	
	02/09/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-31.45
						\$107.05
24285 ELKIN, JASON						
	24462	Water Adjusted			\$-31.46	
		Water Tax Adjusted			\$-5.20	
	02/09/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-86.66
						\$303.65
31220 JUDD, JANA						
	24037	Water Adjusted			\$-9.74	
		Water Tax Adjusted			\$-0.58	
	02/07/2005	Water Penalty Adjusted			\$0.00	
					.00	\$-10.32
						\$4.87

XZLEDG16 Page: 2
 Transaction History by Type
 Adjustments

Date: 02/14/2005 Time: 13:15:54

Desc: METER READ WRONG				Total	\$-26.72	Balance	\$-26.72
Acc #	32140 HENDERSON, NORMAN						
Audit #	22029 Water Adjusted		\$-1.51				
Type	Adjustment Water Tax Adjusted		\$-25.21				
Date	01/21/2005 Water Penalty Adjusted		90.00				
			.00				
Acc #	41805 WEBBER, RON						
Audit #	24006 Water Adjusted		\$-42.97				
Type	Adjustment Water Tax Adjusted		\$-2.58				
Date	02/04/2005 Water Penalty Adjusted		90.00				
			.00				
Total			\$-45.55	Balance	\$15.19		
Desc: METER READ WRONG				Total	\$-45.54	Balance	\$22.47
Acc #	42080 HINES, GERAL						
Audit #	23770 Water Adjusted		\$-42.77				
Type	Adjustment Water Tax Adjusted		\$-2.57				
Date	02/01/2005 Water Penalty Adjusted		90.00				
			.00				
Acc #	55570 GILMORE CONSTRUCTI,						
Audit #	23772 Water Adjusted		\$-61.28				
Type	Adjustment Water Tax Adjusted		\$-3.91				
Date	02/02/2005 Water Penalty Adjusted		90.00				
			.00				
Total			\$-65.19	Balance	\$149.89		
Desc: FINAL BILL WENT TO NEW				Total	\$-15.19	Balance	\$0.64
Acc #	806301 ELSBIE CONSTRUCTIO,						
Audit #	22075 Water Adjusted		\$-14.33				
Type	Adjustment Water Tax Adjusted		\$-0.86				
Date	01/25/2005 Water Penalty Adjusted		90.00				
			.00				
Acc #	806301 ELSBIE CONSTRUCTIO,						
Audit #	22076 Water Adjusted		90.00				
Type	Adjustment Water Tax Adjusted		90.00				
Date	01/26/2005 Water Penalty Adjusted		\$-0.64				
			.00				
Total			\$-0.64	Balance	90.00		

Total \$-776.34

SUMMARY

Water Adjusted \$-682.28
 Water Tax Adjusted \$-68.83
 Water Penalty Adjusted \$-15.22
 0 0

David L. [Signature]
Jack Swanklin



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.

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 11th day of January, 2005, and the 12th day of January, 2005.

CIVIL CITY OF NEW ALBANY,
INDIANA

James Garner
James Garner, Mayor

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Rousek
Member

ATTEST:
Marcy J. Wisman
New Albany City Clerk

Charles A. Freiburger
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

COMMON COUNCIL OF THE CIVIL
CITY OF NEW ALBANY, INDIANA

By: J. Heavin
President

By: [Signature]
President

ATTEST:
Teresa A. Plaiss
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. Mott
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 24th day of January, 2005.

My Commission Expires: 1/29/08
County of Residence: HARRISON

Max C. Mason, Jr.
Notary Public
MAX C. MASON, 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

County of Residence:

Jack Travillian
Notary Public

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 AHL day of January, 2005.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Stewart
MEMBER

Charles A. Francis
MEMBER

Keith A. Bell
MEMBER

ATTEST:

Teresa A. Plais
FLOYD COUNTY AUDITOR

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

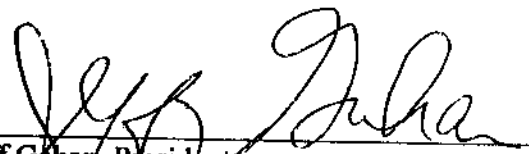
WHEREAS, the Common Council of the Civil City of New Albany, Indiana, subject to the concurrence of the Board of Commissioners of the County of Floyd, the Floyd County Council and the Mayor of the City, is desirous by this resolution of approving an amendment to Article 5 of the Agreement permitting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

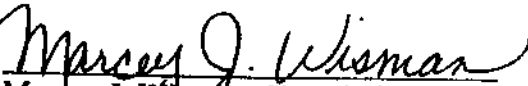
NOW THEREFORE:

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. 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. Schindler
MEMBER

John C. Yessick
MEMBER

Janet Miller
MEMBER

ATTEST:

Barbara Lillings
Floyd County Auditor

CIVIL CITY OF NEW ALBANY
INDIANA

By: Douglas B. England
Douglas B. England
Mayor

ATTEST:

Regina Owen
New Albany City Clerk

FISCAL APPROVAL

The foregoing Interlocal Agreement was Approved by resolution duly adopted by the Floyd County Council on the 14th 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.

COMMON COUNCIL OF THE CIVIL CITY OF NEW ALBANY, INDIANA

By: Charles A. Kuebler
President

By: Larry E. Kosch
President

ATTEST:
Deborah Sillips
Floyd County Auditor

ATTEST:
Deborah Sillips
New Albany City Clerk

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 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 MY COMMISSION EXP JUNE 27, 2001

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 31st 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 MY COMMISSION EXP JUNE 27, 2001

STATE OF INDIANA)

)ss

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: 1/29/08

County of Residence: HARDEN


Notary Public

MAX C. MASON, JR
Printed

STATE OF INDIANA)

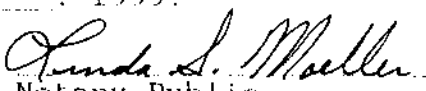
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COUNTY OF FLOYD)

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