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

AGENDA FOR:

TOWN OF GREENVILLE, INDIANA

MONTHLY MEETING FOR MONDAY, AUGUST 8TH, 2011

- 1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT: Talbotte Richardson
- 2. OPENING MEETING WITH PRAYER, PLEDGE ALLEGIANCE TO THE FLAG:
- 3. READING, REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MONTHLY MEETING OF 07-11-2011 AND SPECIAL MEETING 07-18-2011.
- 4. REVIEW OF WATER STORAGE TOWER AND SEWER ACQUISITION PROJECT.
- 5. MARSHAL'S REPORT: David Moore.
- 6. FLOYD COUNTY OR STATE OF INDIANA REPRESENTATIVES:
- 7. WATER BUSINESS: WATER SUPERINTENDENT: Gary Getrost
 - {A} Report on water usage and leaks
 - **{B}** Superintendent's report
- 8. FINANCIAL: GREENVILLE TOWN CLERK: Jack Travillian
 - **{A}** Review and Approve Checks and Expenditures.
- 9. 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: Jim Pearce
 - {F} Special Projects: Randal Johnes
 - **{G}** Attorney: Rick Fox

10. OLD BUSINESS:

{A} - Ordinances Second or Third Reading:

11. NEW BUSINESS:

{A} - Ordinances First Reading:

2011-WR-050

2011-WR-052

2011-TR-053

2011-TR-054

{B} – Citizens requesting to speak and subject:

12. ADJOURNMENT:

Next Monthly Meeting September 12th, 2011 @ 7:00 PM

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Minutes of Greenville Town Council Meeting August 8th, 2011

Council President Talbotte Richardson called the regular monthly meeting to order. Other Councilpersons present were Bob Wright, James Pearce, Patti Hayes, and Randal Johnes, along with Clerk Jack Travillian. Also attending the meeting were Town Attorney Rick Fox, Water Utility Superintendent Getrost, and other concerned citizens. The meeting was opened with a prayer by Pastor Avery, followed by the Pledge of Allegiance.

Minutes: The amended minutes for July 11th regular meeting and the July 18th special meeting were discussed. Motion made by Councilman Johnes and seconded by President Richardson to accept the minutes as amended. Motion passed 5-0.

Marshal Report:

Marshal Moore noted that the marshal's department has received an additional appropriation from the Floyd County Council for \$4,000 to help with the higher than expected fuel cost this year.

Marshal Moore reported that all radar units would be serviced and certified on August 10. Marshal Moore requested to attend a trainer's class. Councilman Johnes made a motion and President Richardson seconded to spend up to \$400. Motion passed 5-0. The money will come from Cumulative Capital Improvement account.

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.

Councilman Johnes noted that there was not enough time to seek additional bids for the annual renewal of general liability insurance. Councilman Johnes noted that the council will need an annual loss record for the past 5 years to have competitive bidding.

New Business

Ordinance 2011-WR-050; RESOLUTION ESTABLISHING TRACKING ACCOUNTS ON THE MONTHLY BUDGET SHEETS SUBMITTED TO THE GREENVILLE WATER UTILITY COUNCIL BY THE GREENVILLE WATER UTILITY CLERK / TREASURER FOR THE GREENVILLE WATER UTILITY WATER TOWER AND SEWER PLANT ACQUISITION STUDY PROJECT FOR THE TOWN OF GREENVILLE, INDIANA WATER UTILITY Reading of the resolution was completed and motion was made Councilman Johnes and seconded by President Richardson. Motion passed (5-0).

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Ordinance 2011-WR-052; RESOLUTION THE PURCHASE OF A SALT SPREADER FOR THE TOWN OF GRENVILLE WATER UTILITY TRUCK: Reading of the resolution was completed and motion was made Councilman Johnes and seconded by Councilwoman Hayes. Motion passed (5-0).

Ordinance 2011-TR-053; RESOLUTION LEASE AGREEMENT BETWEEN THE GREENVILLE WATER UTILITY AND THE TOWN OF GREENVILLE, INDIANA CONCERNING THE 2011 CHEVROLET SILVERADO AND SNOW/ICE REMOVAL EQUIPMENT; Reading of the resolution was completed and motion was made by Councilman Johnes and seconded by Councilwoman Hayes. Motion passed 5-0.

Ordinance 2011-TR-054 RESOLUTION CONCERNING THE LABOR AND MATERIALS FOR THE SEASONAL ICE AND SNOW REMOVAL FOR THE TOWN OF GREENVILLE, INDIANA; Reading or the resolution was completed. A motion was made by Councilman Johnes and seconded by President Richardson to accept the resolution. Motion passed 5-0.

Ordinance 2011-TR-055; CONFIRMING RESOLUTION CONCERNING THE GATEWAY TRAINING COURSE FOR THE DEPUTY TOWN CLERK AMY STONE FOR THE TOWN OF GREENVILLE; Reading of the resolution was completed and motion was made by Councilman Johnes and seconded by President Richardson. Motion passed 5-0.

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

Next Monthly Meeting to be held at 7:00 P.M. on September 12th, 2011.

PRESIDING OFFICER
TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON

CLERK / TREASURER

Ge	eneral Fund]	Budgeted	Spent]	Remaining
101001111	Council Salary	\$	9,600.00	\$ 4,725.00	\$	4,875.00
101001112	Clerk Salary	\$	3,000.00	\$ 1,750.00	\$	1,250.00
101001113	Marshal's Payroll	\$	14,000.00	\$ 8,166.62	\$	5,833.38
101001116	Marshal Reserve Pay	\$	6,500.00	\$ 6,500.00	\$	-
101001117	Detective Payroll	\$	12,000.00	\$ 7,000.00	\$	5,000.00
101001131	Employee Benefits	\$	9,350.00	\$ 4,171.85	\$	5,178.15
101002231	Computer Software	\$	1,500.00		\$	1,500.00
101001210	Office Supplies	\$	1,050.00	\$ 588.22	\$	461.78
101001290	Marshal's Fuel	\$	3,000.00	\$ 2,310.36	\$	689.64
101001397	Election Expenses	\$	500.00		\$	500.00
101001315	Legal	\$	9,000.00	\$ 2,967.24	\$	6,032.76
101001323	Travel	\$	300.00		\$	300.00
101001332	Legal Notices	\$	2,400.00	\$ 2,166.13	\$	233.87
101001140	Insurance				\$	-
101001361	Equipment &	\$	1,500.00	\$ 1,335.93	\$	164.07
101001394	Offical Bonds				-	
101001591	Town Promotion	\$	1,000.00	\$ 241.00	\$	759.00
101001396	Trash Collection	\$	1,000.00		\$	1,000.00
101001398	Organizational Dues	\$	800.00	\$ 696.00	\$	104.00
101001511	Audit Expense					
101001343	Fire Protection	\$	9,736.00	\$ 4,868.00	\$	4,868.00
101002315	Contracted Services	\$	3,100.00	\$ 1,769.25	\$	1,330.75
	Total	\$	89,336.00	\$ 42,761.35	\$	40,080.40
	Balance in Accou	nt			, \$	42,797.87
L	ocal Roads and Sti	ree	<u>ts</u>	-	(.	
202001312	Legal & Engineering				\$	-
202001332	Legal Advertising	\$	50.00	\$ 50.00	\$	
202001361	Maintenance ROW	\$	2,250.00	\$ 2,250.00	\$	-
202001362	Streets & Alleys by Contract	\$	15,500.00	\$ 11,382.93	\$	4,117.07
202001363	Road Repairs	\$	863.82	\$ 863.82	\$	
	Total	\$	18,663.82		\$	4,117.07
	Balance in Accoun	nt			\$	1,430.78

Motor Vehicle High	hwa	ıy				
201001222 Streets Signs	\$	250.00	\$	171.74	\$	78.26
201001231 Materials	\$	677.06			\$	677.06
201001332 Legals Published						
201001312 Engineering	\$	500.00			\$	500.00
201001341 Insurance Streets	\$	2,000.00			\$	2,000.00
201001324 Telephone	\$	2,300.00	\$	973.81	\$	1,326.19
201001362 Equipment Repairs	\$	2,000.00	\$	1,083.29	\$	916.71
201001351 Street Lights	\$	6,000.00	\$	2,912.83	\$	3,087.17
201001361 Snow Removal &	\$	14,000.00	\$	4,996.07	\$	9,003.93
Salt/Contractor	\$	1,703.77	\$	3,292.30		
201001315 Streets & Alleys by	\$	9,500.00	\$	4,100.00	\$	5,400.00
201001365 Other Maintenance	\$	75.00			\$	75.00
Total	\$	37,302.06	\$	17,530.04	\$	23,064.32
Balance in Accoun	at				\$	29,338.96
Cumulative Capital Imp	rov	ement				
401001520 Inter Fund Operation	\$	6,000.00	\$	450.00	\$	5,550.00
401001430 Cumulative Expense	\$	1,116.23	\$	1,116.23	\$	-
Balance in Accoun	ıt				\$	3,187.58
<u>EDIT</u>						
444001520 Other Capital	\$	10,000.00		\$5,300.00	\$	4,700.00
Balance in Accour	ıt			· · · · · · · · · · · · · · · · · · ·	\$	1,900.87
Law Enforcemen	<u>nt</u>				1	**************************************
445001362 Donations						
233001399 Training	\$	1,024.00		\$997.57	\$	26.43
233001362 Gun Permits	\$	90.00		\$88.27	\$	1.73
Balance in Accoun	ıt					\$28.16
Riverboat	According to Assessment					
242001520 Inter Fund Transfer	\$	6,100.00	\$	13,679.06	\$	(7,579.06)
Balance in Accoun		,	·	,	\$	2,289.20
Rainy Day Fund	<u> </u>					
245001520 Inter Fund Transfer						
Balance in A		unt			\$	1,499.64

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AUGUST 2011

	In	come	Ex	penses	Pro	ofit/Loss
Water Operating	\$	92,745.53	\$	82,084.00	\$	10,661.53
Meter Deposits	\$	394.73	\$	200.00	\$	194.73
Special Projects	\$	266.89			\$	266.89
Bond and Interest	\$	24.70			\$	24.70

XZLEDG16 Page: 1 Date: 08/08/2011 Time: 16:22:06

History Transactions by Type All Adjustments

Date From 07/12/2011 through 08/08/2011

BOOK # 1			VIII reference	
ACA # 11468 HARMON MICHELLE	TITE		Operator American	
299327 Wa	\$93.46	Sanit Adjusted		
Adji	\$6.54		Hydra Penaity Adjusted	
Date 07/13/2011 Water Penalty Adjusted Desc POSTED TO WRONG ACC	\$0.00		Total \$100.00 Balance \$	\$0.00
BOOK# 1		Sanit Adiusted	\$0.00 Hydra Adjusted	10 a 10 10 10 10 10 10 10 10 10 10 10 10 10
Water Adjusted	\$93.46 \$6.64	•	Hydra Penalty Adjusted \$0.00	
Water Lax Adjusted Water Penalty Adjusted	\$0:00 \$0:00			
0.0000 0.00000			Total \$100.00	
BOOK # 2	,			
1 S SULL SACES MATTOX B 1			Operator A	
301584 W	\$-30.41	Sanit Adjusted	\$0.00 Hydra Adjusted	
Adjustment	\$-2.13			
Date 08/02/2011 Water Penalty Adjusted	\$0.00		ı	\$150.41
		Sanit Adjusted	Operator AMY \$0.00 Hydra Adjusted \$0.00	
Audit # 301795 Water Adjusted	\$30.41		Hydra Penalty Adjusted \$0.00	
Date 08/04/2011 Water Penalty Adjusted \$0.00	\$0.00 ANT ADJ 8/		Total \$32.54 Balance \$16	\$182.95
BOOK # 2				
Water Adjusted	\$0.00	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00 Hvdra Penalty Adjusted \$0.00	
Water Tax Adjusted	\$0.00			
Water Penalty Adjusted 0.00000 0.00000	00.00		Total \$0.00	and the second
BOOK # 3			Operator CRYSTAL	
	9 01	Sanit Adjusted	\$0.00 Hydra Adjusted	
Audit # 299401 Water Adjusted Type Adjusted Water Tax Adjusted	\$-1.91		Hydra Penalty Adjusted \$0.00	
Adjustinent 07/15/2011 LEAK	\$0.00		Total \$-29.12 Balance \$1	\$120.88
BOOK# 3				er e en e
Water Adjusted	\$-27.21	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00 Hydra Penalty Adjusted \$0.00	
Water Tax Adjusted	\$-1.91			
Water Penalty Adjusted 0.00000 0.00000	00.04		Total \$-29.12	
BOOK # 4			Operator AMY	
Acct # 40350 CORLEY, VIOLA Audit # 301437 Water Adjusted		Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00 Hodra Penalty Adjusted \$0.00	
Type Adjustment Water Tax Adjusted	\$			27.40
			lotal \$01.33 balance	\$24.4

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Date: 08/08/2011 Time: 16:22:06

History Transactions by Type All Adjustments

Acct # Audit # Type Date O Date Acct # Audit # Type Date C	Acct # 40352 DARST, ANTHONY Audit # 301436 Water Adjusted Type Adjustment Water Tax Adjusted Desc. posted to wrong account Acct # A1110 FINLEY, MELISSA Audit # 299328 Water Adjusted Type Adjustment Water Tax Adjusted Date 07/13/2011 Water Penalty Adjusted	SA \$-0.00 Solve From 07/12/2011 through 08/08/2011 \$-57.31 \$-4.02 \$-1.85 \$-9.075 \$-6.34 \$-0.00	Sanit Adjusted		1 "1
Desc	PAID IN CASH/POSTED TO WRONG ACC	20		Total \$-100.00 Balance	\$-0.23
	BOOK # 4				
	Water Adjusted	\$-90.75 \$-6.34	Sanit Adjusted	\$0.00 Hydra Adjusted \$-2.91 Hydra Penalty Adjusted \$0.00	<u>-</u>
	Water Penalty Adjusted	\$-1.85			
	0.0000 0.00000			Total \$-101.85	

SUMMARY

Water Adjusted \$-24.50
Water Tax Adjusted \$-1.71
Water Penalty Adjusted \$-1.85
0.00000 0.00000

\$-2.91 \$0.00

\$0.00 Hydra Adjusted Hydra Penalty Adjusted

Sanit Adjusted

\$-30.97

Total

Market Shaken

Attacked Gooding

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

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS 2011 August 8

TOWN OF GREENVILLE

WATER UTILITY AUGUST 08, 2011

pages and except for accounts payables not allowed We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts as shown on the Register such accounts payables are hereby allowed in the total amount Payable Vouchers consisting of 63,252.41 of \$

Dated this 8th day of August 2011

Signatures of Governing Board

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

ACCOUNTS PAYABLE REGISTER

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WATER UTILITY AUGUST 08, 2011

MEMORANDUM NOPAY 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/13/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/27/2011 07/13/2011 07/13/2011 07/13/2011 07/26/2011 07/26/2011 07/26/2011 07/26/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/13/2011 07/26/2011 07/12/2011 AMOUNT CK NUM CK DATE 32.00 999712 175.54 771311 19.72 771311 57.12 771311 589.49 771311 70.05 771311 202.91 771311 89.78 771311 383.85 771311 57.35 72711 13.44 72711 265.00 72711 32.69 72711 45.80 72711 95.86 72711 1302 1305 215.00 72711 38.85 72711 13.41 72711 45.82 72711 1307 50.00 1912 50.00 1913 1303 1304 25.84 71311 15.71 71311 45.50 71311 50.00 1910 50.00 1911 15.71 71311 67.17 71311 1299 1045.74 1300 1983.56 1298 686.70 1301 140.99 414.57 1068.64 157.61 114.57 389.57 418.37 492.95 DATE 0 CHECK # 7818 INVOICE 0 12640 PO NUM **EMPLOYER PART MEDICARE TOWN COUNCIL MEDICARE EMPLOYER MEDICARE W/H** REPLACEMENT CK FOR CK *TOWN COUNCIL FEDERAL* MARSHAL FEDERAL W/H **DUTSTANDING CK AT&T EMPLOYER PART FICA** TOWN COUNCIL FICA STOP PAYMENT ON **EMPLOYER FICA 7854 VOUCHER** RICHARDSON DESCRIPTION *IRAVILLIAN* MEDICARE MEDICARE MEDICARE **3URKHART IEDICARE** MEDICARE MEDICARE ACC 11550 ACC 31060 **ACC 41879** ACC 54949 FEDERAL PEARCE GETROST FEDERAL **EDERAL** JOHNES VRIGHT SCHMITT HAYES STONE <u>₹</u> FICA FICA 5752 INTERNEL REVENUE SERVICE 3752 INTERNEL REVENUE SERVICE 5752 INTERNEL REVENUE SERVICE 5745 INTERNEL REVENUE SERVICE INTERNEL REVENUE SERVICE 5745 INTERNEL REVENUE SERVICE 5745 INTERNEL REVENUE SERVICE 5745 INTERNEL REVENUE SERVICE 5747 Internal Revenue Service **BRIAN SCORSOLINI** 5749 CHARLES KNOTTS 5744 First Harrison Bank 5748 SCHULER BAUER 5750 CHRIS MEFFORD 5747 LINDA SPEARS 5753 PAYROLL 5753 PAYROLL PAYROLL PAYROLL 5753 PAYROLL 5753 PAYROLL 5746 PAYROLL 5746 PAYROLL 5746 PAYROLL 5746 PAYROLL VENDOR 5753 5751 5745 VOUCHER NUMBER APPROPRIATIONA/P 601001120.000 601001120.000 501001120.000 601001502.000 601001502.000 601001120.000 601001120.000 601001131.000 601001131.000 601001120.000 601001120.000 601001590.000 601001112.000 601001112.000 601001131.000 601001131.000 604001391.000 504001391.000 504001391.000 604001391.000 601001502.000 601001502.000 601001502.000 601001120.000 601001502.000 601001112.000 601001112.000 601001111.000 601001111.000 601001111.000 601001112.000 601001502.000 601001502.000 601001502.000 601001502.000 601001112.000 601001111.000 601001590.000

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

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WATER UTILITY AUGUST 08, 2011

APPROPRIATIONA/P VOL	A/P VENDOR VOUCHER NUMBER	DESCRIPTION	PO NUM INVOICE	DATE	AMOUNT CK NUM	CK DATE NOPAY	MEMORANDUM
601001112.000	5754 PAYROLL	GETROST	0	11	1983.56 1308	07/28/2011	
601001112.000	5754 PAYROLL	STONE	0	1.1	1068.64 1309	07/28/2011	
601001111.000	5754 PAYROLL	SCHMITT	0		1083.56 1310	07/28/2011	
601001112.000	5754 PAYROLL	BURKHART	0	1.1	686.70 1311	07/28/2011	
601001111.000	5755 Internal Revenue Service	FEDERAL	0	11	183.52 72811	07/28/2011	
601001111.000	5755 Internal Revenue Service	FICA	0	11	59.26 72811	07/28/2011	
601001111.000	5755 Internal Revenue Service	MEDICARE	0	1.1	20.46 72811	07/28/2011	
601001112.000	5755 Internal Revenue Service	FEDERAL	0	11	589.49 72811	07/28/2011	
601001112.000	5755 Internal Revenue Service	FICA	0	1.1	202.91 72811	07/28/2011	
601001112.000	5755 Internal Revenue Service	MEDICARE	0	11	70.05 72811	07/28/2011	
601001131.000	5755 Internal Revenue Service	FICA	0		387.01 72811	07/28/2011	
601001131.000	5755 Internal Revenue Service	MEDICARE	0	1.1	90.52 72811	07/28/2011	
601001211.000	5757 Postmaster	BILLINGS	0	11	200.00	08/03/2011	
601001211.000	5757 Postmaster	2 ROLLS OF STAMPS @ 44.00 EA	0		88.00 0	08/03/2011	
601001360.000	5758 DUPLICATOR SALES & SERVIC	C MAINT BASE RATE	0 IN0030	1.1	60.64 0	08/03/2011	
601001360.000	5758 DUPLICATOR SALES & SERVIC	C CHARGEABLE COPIES	0 IN0030	11	18.52 0	08/03/2011	
601001350.000	5759 AT&T CORPORATION	OFFICE PHONES	0 81292398217619	11	170.39 0	08/03/2011	
601001355.000	5760 Greenville Water Utility	OFFICE USAGE	0 10750	11	22.99 0	08/03/2011	
601001351.000	5761 DUKE ENERGY	PEKIN ROAD	0 65802890014	11	253.51 0	08/03/2011	
601001351.000	5761 DUKE ENERGY	CLARK STREET	0 91603002011	11	155.74 0	08/03/2011	
601001351.000	5761 DUKE ENERGY	CLARK ST	0 02603002019	1.1	33.97 0	08/03/2011	
601001351.000	5761 DUKE ENERGY	PUMP STATION	0 01903002014	1.1	9.40 0	08/03/2011	
601001360.000	5762 GREENER, LINDA	OFFICE CLEANING	0	1.1	220.00 0	08/03/2011	
601001111.000	5763 INDIANA DEPT OF REVENUE	STATE	0	1.1	94.21 0	08/03/2011	
601001111.000	5763 INDIANA DEPT OF REVENUE	COUNTY	0	1.1	31.87 0	08/03/2011	
601001112.000	5763 INDIANA DEPT OF REVENUE	STATE	0	11	348.52 0	08/03/2011	
601001112.000	5763 INDIANA DEPT OF REVENUE	COUNTY	0	11	111.12 0	08/03/2011	
601001120.000	5763 INDIANA DEPT OF REVENUE	STATE	0	1.1	144.59 0	08/03/2011	
601001120.000	5763 INDIANA DEPT OF REVENUE	COUNTY	0	11	35.38 0	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	TOWN COUNCIL STATE W/H	. 0	1.1	35.12 0	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	TOWN COUNCIL COUNTY		1.1	6.81	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	TREASURER STATE	0	1.1	33.50 0	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	TREASURER COUNTY		1.1	2.88 0	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	MARSHAL STATE	0	11	73.66 0	08/03/2011	
601001502.000	5763 INDIANA DEPT OF REVENUE	MARSHAL COUNTY	0	1.1	24.92 0	08/03/2011	
601001501.000	5764 INDIANA DEPARTMENT OF REV	EV METERED SALES OF \$76196.66 X 7%	0	1.1	5333.77 0	08/03/2011	
601001130.000	5765 HUMANA INC.	SEE ATTACHED	0 6198340001	1.1	2908.75 0	08/04/2011	
601001320.000	5766 Jacobi Oil Service	GASOLINE	0 GREENWI	11	619.33 0	08/04/2011	
601001354.000	5767 Floyds Knobs Water	8,000 GALLONS FK 1	0 100001	1.1	26.16 0	08/04/2011	

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

ACCOUNTS PAYABLE REGISTER

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MEMORANDUM																			
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CK DATE	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/04/2011	08/08/2011	
W N N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
AMOUNT CK NUM CK DATE	6899.70	221.10	19.84	1522.50	577.50	13744.98	7865.00	868.21	1474.62	75.98	280.00	123.95	48.00	32.00	140.40	434.32	18.65	189.35	63252.41
DATE	11	1.1	- 11	11	1.1	17	11		1.1	1.1	1.1	1.1	1.1		1.1		11	11	
JM INVOICE	0 100002	0	0	0 55566	0 69690	0 103533	0 103533	0 118610	0 0089496	0	0 110291	0 39929	0 20114653	0 20114424	0 31414	0 105723	0 105723	0 48077615400001	
DESCRIPTION PO NUM	FK 2 2110,000 GALLONS	SEE ATTACHED RECEIPTS	SEE ATTACHED RECEIPTS	FIX LEAK BRADFORD ROAD	SET METER OLD VINCENNES ROAD	USAGE 8,038,000 GALLONS	MONTHLY CHARGE	SEE ATTACHED	SEE ATTACHED INVOICE	SEE ATTACHED RECEIPT	ENGINEERING PROFESSIONAL FEES	INTERSTATE BATTERY	3 @ 16.00 EACH TOTAL COLIFORM	2 @ 16.00 EACH TOTAL COLIFORM	156 @ .90 EACH LOCATES PER QRT	100,000 GALLONS	METER USAGE CHARGE	CELL PHONES	
VENDOR	5767 Floyds Knobs Water	5768 Gary Getrost	5769 HOME DEPOT	5770 DAN CHRISIANI EXCAVATING	5770 DAN CHRISIANI EXCAVATING	5771 Edwardsville Water	5771 Edwardsville Water	5772 Waller's Meter	5773 FERGUSON WATERWORKS	5774 OFFICE DEPOT	5775 JACOBI, TOOMBS AND LANZ	5776 JACK'S AUTO CARE	5777 Enviromental Laboratories	5777 Enviromental Laboratories	Sdc	5779 Ramsey Water	5779 Ramsey Water	5780 VERIZON WIRELESS	
ICHER	5767 Floy	5768 Gar	5769 HO	5770 DA	5770 DA	5771 Edv	5771 Edv	5772 Wa	5773 FEI	5774 OF	5775 JA	5776 JA	5777 En	<i>5777</i> En	5778 IUPPS		5779 Ra		
APPROPRIATIONA/P VOL	601001354.000	601001590.000	601001230.000	601001360.000	601001360.000	601001354.000	601001354.000	601001230.000	601001230.000	601001210.000	601001360.000	601001320.000	601001360.000	601001360.000	601001360.000	601001354.000	601001354.000	601001350.000	*** Total ***

PAGE NO. 1 08/08/2011 15:43:3

2011 15:43:39 BBFDSUM.FRX **FUND SUMMARY OF A/P VOUCHERS**

FUND EXPENDED

601 63052.41
604 200.00
**** Total ****

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

2011 August 8

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE $\,^{\sim}$

TOWN OF GREENVILLE

pages and except for accounts payables not allowed We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts as shown on the Register such accounts payables are hereby allowed in the total amount Payable Vouchers consisting of _ 9,815.24 of \$

8th Dated this

day of

August 2011

Signatures of Governing Board

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

ACCOUNTS PAYABLE REGISTER TOWN OF GREENVILLE JULY/AUG 2011

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APPROPRIATIONA/P VOI	A/P VENDOR VOUCHER NUMBER	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT CK NUM	X NUM	CK DATE	NOPAY	MEMORANDUM
101001113.000	8535 PAYROLL	OFFICER MOORE	0		11	442.16	735	07/13/2011		
101001113.000	8535 PAYROLL	BURKHART	0		11	404.83	736	07/13/2011		
101001112.000	8536 PAYROLL	TRAVILLIAN	0		11	41.99	737	07/27/2011		
101001111.000	8536 PAYROLL	RICHARDSON	0		11	109.65	738	07/27/2011		
101001111.000	8536 PAYROLL	JOHNES	0		1.1	112.25	739	07/27/2011		
101001111.000	8536 PAYROLL	WRIGHT	0		11	87.25	740	07/27/2011		
101001111.000	8536 PAYROLL	HAYES	0		1.1	116.04	741	07/27/2011		
101001111.000	8536 PAYROLL	PEARCE	0		11	112.25	742	07/27/2011		
101001113.000	8537 PAYROLL	MOORE	0		11	442.16	743	07/29/2011		
101001113.000	8537 PAYROLL	BURKHART	0		1.1	404.83	744	07/29/2011		
101001113.000	8538 Greenville Water Utility	FEDERAL	0		11	125.84	0	08/05/2011		
101001113.000	8538 Greenville Water Utility	FICA	0		11	45.50	0	08/05/2011		
101001113.000	8538 Greenville Water Utility	MEDICARE	0		11	15.71	0	08/05/2011		
101001131.000	8538 Greenville Water Utility	FICA	0		11	67.17	0	08/05/2011		
101001131.000	8538 Greenville Water Utility	MEDICARE	0		11	15.71	0	08/05/2011		
101001113.000	8539 Greenville Water Utility	FEDERAL	0		11	125.84	0	08/05/2011		
101001113.000	8539 Greenville Water Utility	FICA	0		11	45.50	0	08/05/2011		
101001113.000	8539 Greenville Water Utility	MEDICARE	0		11	15.71	0	08/05/2011		
101001131.000	8539 Greenville Water Utility	FICA	0		111	67.17	0	08/05/2011		
101001131.000	8539 Greenville Water Utility	MEDICARE	0		11	15.71	0	08/05/2011		
101001111.000	8540 Greenville Water Utility	STATE	0		1.1	35.12	0	08/05/2011		
101001111.000	8540 Greenville Water Utility	COUNTY	0		11	6.81	0	08/05/2011		
101001112.000	8540 Greenville Water Utility	STATE	0		11	33.50	0	08/05/2011		
101001112.000	8540 Greenville Water Utility	COUNTY	0		11	2.88	0	08/05/2011		
101001113.000	8540 Greenville Water Utility	STATE	0		1.1	73.66	0	08/05/2011		
101001113.000	8540 Greenville Water Utility	COUNTY	0		11	24.92	0	08/05/2011		
101001111.000	8541 Greenville Water Utility	FEDERAL	0		1.1	57.50	0	08/05/2011		
101001111.000	8541 Greenville Water Utility	FICA	•		1.1	28.35	0	08/05/2011		
101001111.000	8541 Greenville Water Utility	MEDICARE	0		1.1	9.78	0	08/05/2011		
101001112.000	8541 Greenville Water Utility	FEDERAL			11	157.50	0	08/05/2011		
101001112.000	8541 Greenville Water Utility	FICA	0		1.1	10.50	0	08/05/2011		
101001112.000	8541 Greenville Water Utility	MEDICARE	0		11	3.63	0	08/05/2011		
101001131.000	8541 Greenville Water Utility	FICA	0		1.1	57.35	0	08/05/2011		
101001131.000	8541 Greenville Water Utility	MEDICARE	•		1.1	13.44	0	08/05/2011		
201001222.000	8542 SAF-TI-CO	ONE WAY ARROW	0	0170205-IN	07/22/2011	18.40	0	08/05/2011		
201001222.000	8542 SAF-TI-CO	2 DO NOT ENTER @ 18.40	0	0170205-IN	07/22/2011	36.80	0	08/05/2011		
201001222.000	8542 SAF-TI-CO	2 CHLIDREN AT PLAY @ 18.40	•	0170205-IN	07/22/2011	36.80	0	08/05/2011		
201001222.000	8542 SAF-TI-CO	SHIPPING	•	0170205-IN	07/22/2011	16.39	0	08/05/2011		
401001520.000	8543 KEYSTONE CONSULTING	WORKSHOP, 2011 GATEWAY	•	12647-IN	07/21/2011	20.00	•	08/05/2011		
101001290.000	8544 MARATHON PETROLEUM CO.	GAS FOR POLICE CARS	0	1003130141	07/29/2011	327.06	0	08/05/2011		

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ACCOUNTS PAYABLE REGISTER TOWN OF GREENVILLE JULY/AUG 2011 APPR

	AMOUNT CK NUM CK DATE NOPAY MEMORANDUM	116 64 0 08/05/2011	•	•	40.00 0 08/05/2011	22.16 0 08/05/2011	9.38 0 08/05/2011	2.00 0 08/05/2011	170.00 0 08/05/2011	17.00 0 08/05/2011	221.00 0 08/05/2011	•	•	0	•	•	•	0	0	0	0	0	0	614.25 0 08/08/2011	0	112.50 0 08/08/2011	736.00 0 08/08/2011		1000.00 0 0000.001	9815.24
KEEN VILLE-2004	DATE	0714512044	1076110	07/15/2011	07/15/2011	07/15/2011	07/15/2011	07/15/2011	08/01/2011	08/01/2011	08/01/2011		08/01/2011	08/01/2011	08/01/2011	08/01/2011	08/01/2011	08/01/2011	08/01/2011	07/14/2011	07/27/2011	07/27/2011		11	11	1.1	11		11	
NTS PAYABLE REGISTER OF GREENVILLE JULY/AUG 2011	PO NUM INVOICE		0 625808657-049	0	0	0	0	0	0 1740	0 1740	0 1740		0 1740	0 1740	0 1740	0 1740	0 44902890014	0 44902890014	0 03902890016	0 06527816	0 06527855	0 06527856	0 01/01/11 - 07/31/	0 01/01/11 - 07/31/	0 01/01/11 - 06/30/	0 AUGUST			0 2011-TO-048	
APPROVED BY THE STATE BOARD ACCOUNTS TOWN OF G	DESCRIPTION		CELL PHONES FOR POLICE DEPT	BREAK LINE LABOR	LABOR 4 WHEELS	8. BRFAK LINE	2 LINION FITTING	BREAK FLUID	7/11 REGIII AR MEETING	7/12-14 PHONE CALL: RANDY	7/18 SPECIAL MEETING:	REVIEW LETTER	7/20 PHONE CALLS: SEWER	7/26 PHONE CALL: RANDY	7/28 PHONE CALL: RANDY	7/31 REVIEW J&C CONTRACT	43 @ RATE SSLP	1 @ RATE SSLU	6 @ RATE SSLC	ORDINANCE 2011-MO-041	ORDINANCE 2011-TO-019	ORDINANCE 2011-MO-042	CRYSTAL		WILLIAM BIRKHART	WILLIAM BURKHART	TDANSER TO FIRE	PROTECTION	TRANSFER TO LEGAL	NOTICES
92	VENDOR		8545 NEXTEL / SPRINT	SEAS CEPENVILLE ALITO WORKS	SEAS CENTRALE MORKS	40 GREENVILLE ACCOUNTS				8547 LAW OFFICES OF NICHARD FO	854/ LAW OFFICES OF NICHARD FO		8647 I AW OFFICES OF RICHARD FO	8647 I AW OFFICES OF RICHARD FO								8549 THE TRIBONE					8553 Greenville water Julity	99808 TOWN OF GREENVILLE	99808 TOWN OF GREENVILLE	
PAGE NO. 2 08/08/2011 16:01:06 BCLDOCL.FRX	APPROPRIATION A/P VOUCHER	NUMBER	201001324.000 854	060								000.612100101	98		101001315.000													242001590.000 99	242001590.000 99	

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FUND SUMMARY OF A/P VOUCHERS

	FUND	EXPENDED	
*** Total ***	101 201 242 401	7313.70 715.54 1736.00 50.00 9815.24	

GREENVILLE SANITARY SEWER FEASIBILITY STUDY STEPS 2 THRU 5 GREENVILLE TOWN COUNCIL GREENVILLE, INDIANA

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an agreement made as of this 11th day of July, 2011, between the Town of Greenville, Indiana, acting thru its duly elected Town Council (CLIENT) and Jacobi, Toombs, and Lanz, Inc. (JTL), a firm of Professional Engineers, Surveyors and GIS Specialists.

CLIENT hereby retains JTL to perform services as described in Attachment A. JTL agrees to perform the services in consideration of the compensation described in Attachment B and in accordance with the Professional Engineering Services described in Attachment A and in accordance with the terms described in Attachment C.

This Agreement consists of this document together with Attachment A - Project Description and Proposed Engineering Services, Attachment B - Fee Schedule, Attachment C - Hourly Billing Rates, Attachment D - Terms and Conditions, and Attachment E- Provisions Regarding Employment of Unauthorized Aliens. This agreement between the **CLIENT** and **JTL** supercedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Greenville Town Council
Greenville, Indiana
P.O. Box 188
Greenville, Indiana 47124

By:

Talbotte Richardson, President

Rick Fox, Town Attorney

CONSULTANT:

Jacobi, Toombs and Lanz, Inc.
Consulting Engineers
120 Bell Avenue
Clarksville, Indiana 47129

By:

Jorge I. Panz, P.E., Iresident

Witness:

Sydney L. McKinney, Adm. Asst.

ATTACHMENT A PROJECT DESCRIPTION AND PROPOSED ENGINEERING SERVICES

1. Project Description

The scope of the project consists of continuing with Steps 2 thru 5 of the feasibility study to install a sanitary sewer collection and treatment system that would serve the Town of Greenville and other densely populated areas served by the Greenville Water Utility.

Step 1, which was completed in June 2011, concluded that the existing waste water treatment plant that serves the Heritage Springs subdivision could be expanded and permitted by IDEM to serve the future capacity needs of the Town. Steps 2 thru 5 will concentrate on how areas would be sewered, inventory what facilities exist within the envisioned service area, and provide planning level cost estimates.

2. Scope of Engineering Services

The Consultant shall provide the following:

Step 2: Identify potential areas to be served by sanitary sewer. Prepare preliminary flow calculations.

<u>Step 3:</u> Meet with Floyd County Health Department, complete research and inventory of existing facilities (sewers, septic systems, treatment facilities) within the intended service area.

<u>Step 4:</u> Prepare preliminary collection system plan, design, do sewer sizing. Prepare preliminary WWTP expansion plan.

Step 5: Prepare cost estimates, prioritize areas to be served (phasing plan).

3. Project Schedule

Engineering Services shall commence upon receipt of a signed contract and notice-to-proceed, and shall be completed within one hundred eighty (180) calendar days.

ATTACHMENT B PROFESSIONAL SERVICES AGREEMENT FEE SCHEDULE

The Consultant shall receive as payment for the work performed under this agreement the following fees:

JTL shall be compensated on a time and materials basis, in accordance with the Hourly Billing Rates included in Attachment 'C' of this agreement.

A total budget of Forty Three Thousand dollars (\$43,000.00) has been established. The CONSULTANT shall promptly notify the CLIENT if this amount becomes insufficient and needs to be increased in order to complete this project in a satisfactory manner. The estimated individual budgets for each step are as follows:

Step 2: Identify potential areas to be served by sanitary sewer. Prepare preliminary flow calculations.

BUDGET: \$10,000

<u>Step 3:</u> Meet with Floyd County Health Department, complete research and inventory of existing facilities (sewers, septic systems, treatment facilities) within the intended service area.

BUDGET: \$5,000

<u>Step 4:</u> Prepare preliminary collection system plan, design, do sewer sizing. Prepare preliminary WWTP expansion plan.

BUDGET: \$20,000

Step 5: Prepare cost estimates, prioritize areas to be served (phasing plan).

BUDGET: \$8,000

TOTAL ESTIMATED BUDGET: \$43,000

ATTACHMENT C

JACOBI, TOOMBS AND LANZ, INC. 2011 HOURLY BILLING RATES May 17, 2011

CODE	CLASSIFICATION	STANDARD HOURLY RATE*
PR	PRINCIPAL	140.00
PM3	PROJECT MANAGER III	120.00
PM2	PROJECT MANAGER II	115.00
PM1	PROJECT MANAGER I	100.00
E5	ENGINEER V (PE)	120.00
E4	ENGINEER IV (PE)	115.00
E3	ENGINEER III (PE)	100.00
E2	ENGINEER II (PE)	90.00
E1	ENGINEER I (PE)	80.00
ET4	ENGINEERING TECH IV (EIT)	75.00
ET3	ENGINEERING TECH III (EIT)	65.00
ET2	ENGINEERING TECH II	55.00
ET1	ENGINEERING TECH I	45.00
GM	GIS MANAGER	110.00
GT2	GIS TECHNICIAN II	72.50
GT1	GIS TECHNICIAN I	60.00
CT3	CAD TECH III (DESIGNER)	67.50
CT2	CAD TECH II	60.00
CT1	CAD TECH I	50.00
SM	SURVEY MANAGER	110.00
LS2	LAND SURVEYOR II (LS)	77.50
LS1	LAND SURVEYOR I (LS)	60.00
SC	SURVEY CHIEF	55.50
ST2	SURVEY TECHNICIAN II	50.50
ST1	SURVEY TECHNICIAN I	42.50
FC2	2-MAN SURVEY CREW	106.00
FC3	3-MAN SURVEY CREW	148.50
RCM	RESIDENT CONSTRUCTION MANAGER	75.00
RP	RESIDENT CONSTRUCTION REPRESENTATIVE	62.50
RI	RESIDENT INSPECTOR	60.00
ADM	ADMINISTRATIVE ASSISTANT	70.00
CL	CLERICAL	40.00
LAS	LAND ACQUISITION SPECIALIST	60.00
GPS	GPS	50.00
RTS	ROBOTIC TOTAL STATION EQUIPMENT	50.00
EXP	MILEAGE: PER MILE	0.40

^{*} Overtime will be charged at 1.25 times the regular billing rate.

These rates may be adjusted on an annual basis as required by economic factors at the discretion of Jacobi, Toombs and Lanz, Inc.

^{**} Serving as an expert witness in legal proceedings will be charged at 2 times the regular billing rate.

Professional Services Agreement Attachment D - Terms and Conditions

Services Jacobi, Toombs and Lanz, Inc. (JTL) will perform services for the Client with these Terms and Conditions. JTL has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by JTL in performing their services.

Authorized Representatives The officer assigned to the Project by JTL is the only authorized representative to make decisions or commitments on behalf of JTL. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to JTL at Project inception. JTL will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access The Client shall obtain all necessary approvals for JTL to access the Project site(s).

Period of Service JTL shall perform the services for the Project in a timely manner consistent with sound professional practice. JTL will strive to perform its services according to the Project schedule set forth in Attachment B. The services of each task shall be considered complete when deliverables for the task have been presented to and accepted by the Client.

Compensation In consideration of the services performed by JTL, the Client shall pay JTL in the manner set forth in Attachment C. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. If delays on the project take place, JTL shall notify the Client's designated agent of the nature and cause of the delay and any additional costs this may create both in the Project cost itself and the compensation due to JTL. The client shall then review the nature and cause of the delay and additional costs, and the parties shall separately agree to any extensions of time or additional compensation to JTL.

Payment Definitions The following definitions shall apply to methods of payment:

- Salary cost is defined as the individuals base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by JTL employment policy.
- Cost plus is defined as the individuals base salary plus actual overhead plus professional fees. Overhead shall include customary and statutory benefits, administrative expenses, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.

- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.
- Subcontracted services are defined as Project-related services provided by other parties to JTL.
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms JTL shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. JTL shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to JTL is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give JTL the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by JTL.

Additional Services The Client and JTL acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. Other than an emergency, JTL shall notify the Client through its designated agent, prior to incurring additional expenses or performing additional work, of the need for additional services or work that JTL reasonably believes may be necessary. The Client shall then review the nature of the additional services, and the payment for such additional services. The parties shall separately agree on the need for additional services and payment for such additional services.

Independent Consultant JTL shall serve as an independent consultant for services provided under this agreement. JTL shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by JTL.

Standard of Care Services provided by JTL will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. JTL will not be liable for the cost of any omission that adds value to the Project.

Compliance with Laws JTL shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or legal requirements change during the Project, JTL shall promptly notify the Client through its designated agent of such changes and any additional costs that this may create both in the Project cost itself and the compensation due to JTL. The Client shall then review the nature and cause of the changes and additional costs, and the parties shall separately agree to any changes in the Project or additional compensation to JTL.

Permits and Approvals JTL will assist the Client in preparing applications and supporting documents for the

Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Ownership of Documents Documents prepared by JTL for the Project are instruments of service and shall remain the property of JTL. Record documents of service shall be based on the printed copy. JTL will furnish documents electronically, however, the Client releases JTL from any liability that may result from documents used in this form. JTL shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Insurance JTL will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation \$500,000 per Accident and \$500,000 Policy Limit \$1,000,000 per occurrence Commercial General (bodily injury including death Liability & property damage) \$2,000,000 aggregate \$1,000,000 combined single Automobile Liability limit for bodily injury and property damage \$1,000,000 each claim and Professional Liability in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. JTL shall be a named insured on those policies where JTL may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Waiver of Subrogation JTL shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that JTL will not increase its exposure to risk and the Client will pay the cost associated with any premium increase or special fees.

Indemnification JTL shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of JTL in the performance of services under the Project. If such damage results in part by the negligence of another party, JTL shall be liable only to the extent of their proportional negligence.

Third Party Claims The Client will compensate JTL for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of JTL.

Legal Expense In the event legal action becomes necessary to enforce the provisions of this agreement, the prevailing party shall be entitled to recover the costs of legal action against the opposing party, including, but not limited to, court costs, attorney fees, and related legal expenses.

Lien Rights JTL may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by JTL are considered

property improvements and the Client waives the right to any legal defense to the contrary.

Consequential Damages Neither the Client nor JTL shall be liable to the other for any consequential damages regardless of the nature or fault.

Environmental Matters The Client warrants they have disclosed all potentially hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, JTL shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. JTL and the Client acknowledge that unforeseen environmental matters may arise during the course of the Project. The Client shall notify JTL of any potential environmental matters of which the Client may be aware, and JTL shall immediately notify the Client through its designated agent of any environmental matters of which JTL becomes aware. The parties shall mutually agree to a course of action, which shall include termination of the Project. In the case of an emergency. JTL will take appropriate action and immediately contact the Client's designated agent. In the event of an emergency, JTL will be compensated for actual costs and for its services based on the billing rates established in the agreement.

Cost Opinions JTL shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and JTL acknowledge that actual costs may vary from the cost opinions prepared and that JTL offers no guarantee related to the Project cost.

Independent Counsel The Client agrees to obtain independent legal and financial counsel for the Project considering JTL does not furnish these services.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. JTL may offer advice concerning the value of the contingency fund; however, JTL shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by JTL.

Contractor Selection JTL may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

Shop Drawing Review If included in the scope of service, JTL shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. JTL shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

Construction Review If included in the scope of service, JTL shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document,

and report information concerning the construction process. Observation of work at the Project site shall not make JTL responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work JTL may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety JTL shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and JTL acknowledge that JTL will rely on information furnished by other parties in performing its services under the Project. JTL shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Construction Record Drawings If included in the scope of service, JTL will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, JTL cannot and does not warrant their accuracy.

Force Majeure Neither party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

Dispute Resolution The Client and JTL agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. JTL shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by JTL with cause upon fourteen (14) days written notice. JTL shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay JTL all outstanding invoices

within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, JTL shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or JTL may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. JTL shall submit an invoice for services performed up

to the effective date of termination and the Client shall pay JTL all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty JTL warrants that they will deliver products under the Project within the standard of care. JTL provides no other expressed or implied warranty.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and JTL will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and JTL shall survive the completion or termination of services for the Project.

ATTACHMENT E PROVISIONS REGARDING EMPLOYMENT OF UNAUTHORIZED ALIENS

As used herein, "contractor" means a person that has or is attempting to enter into a public contract for services with the Town of Greenville.

Contractor must enroll in and verify the work eligibility status of all employees newly hired by contractor through the E-Verify program. The E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

Contractor may not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that contractor subsequently learns is an unauthorized alien.

If contractor knowingly employs or contracts with an unauthorized alien or retain an employee or contracts with a person that contractor subsequently learns is an unauthorized alien, contractor shall be required to remedy the violation not later than thirty (30) days after the date contractor is notified by the Town of Greenville of the violation, and that there is a rebuttable presumption that contractor did not knowingly employ an unauthorized alien if contractor verified the work eligibility status of the employee through the E-Verify program.

If contractor fails to remedy the violation within the thirty (30) day period, the Town of Greenville shall terminate the public contract for services with contractor for breach of contract, unless the Town of Greenville, with whom contractor has a contract determines that terminating the contract would be detrimental to the public interest or public property, in which case Town of Greenville may allow this contract to remain in effect until the Town of Greenville procures a new contractor.

If the Town of Greenville terminates this contract pursuant to this section, contractor is liable to the Town of Greenville for actual damages.

If contractor use a subcontractor to provide services for work contractor is performing under a public contract for services, the subcontractor must certify to contractor in a manner consistent with federal law that the subcontractor, at the time of certification does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program and contractor must maintain on file a certification of a subcontractor throughout the duration of the term of contractor contracts with the subcontractor.

If contractor determine that a subcontractor is in violation of these provisions, contractor may terminate contractor's contract with the subcontractor for the violation.

On behalf of contractor, I affirm under the penal employ an unauthorized alien as that term is define 1324a(h)(3).	1 3 3
	SIGNATURE
	PRINTED NAME:
	TITLE

S general personal management	1	Greenville Municipal Sewage Works	Municip	oal Sewag		- Waste	ewater C	ollection	System		cquisitic			
Engineering: Preliminary Engineering	Aug - Sept	OCT - Dec	January	<u>February</u>	March	April	<u>May</u>	June	<u>viuly</u>	August Sept	September Oc	October No	November December	L January - June, 2013
Design & Bidding Services Construction Engineering & Inspection					Prepare Plans	& Specs - IDE	Prepare Plans & Specs - IDEM Permitting - Bid Ad's	id Ad's		Bids	Con	truction Engi	Construction Engineering / Inspection / Certificate of Completion	tificate of Completion
Financial: Financial Feasibility Assessment Pre-Bid Financial Planning Bidding / Financing Phase Post-Bond Sale Services		Prel. Analysis Coord. w/ Legal & Bond Attys	& Bond Attys	Finalic	Finalize Fin. Plan - Ord	an - Ordinances - IURC		blic Hearings /	Public Hearings / SRF or RD Due Diligence	Diligence		Follow-up		Compare Actual v. Projections
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	Pre-Bid Fina	Pre-Bid Financial Planning		Coordinate Rate Adoption & Bond Financing Timetable with Attorneys Prepare Final Rate Study & Prepare Preliminary Financing Exhibits Commence IURC Proceedings on Acquisition of treatment plant Mtgs with Town Officials, Engineers & Other Professionals Present Expert Witness Testimony at Public Meetings / Regulatory Hearings	Rate Study a RC Proceedi vn Officials, t Witness Te	& Bond Fi & Prepare I ings on Acq Engineers	nancing Tim Preliminary puisition of tr & Other Pro Public Meeti	tetable with Financing E catment pla fessionals ings / Reguli	Attorneys Xhibits Int atory Hearin	80				
	Bidding / Fin	Bidding / Financing Phase		Prepare SRF or USDA RD Financial Due Diligence Exhibits (Financial Fore Update Financials thru most current calendar / fiscal year end Coordinate any potential Ordinance amendments, if necessary Mtgs with Town Officials, Engineers & Other Professionals Present Expert Witness Testimony at Public Meetings / Regulatory Hearings Coordinate bond sale activities with other professionals	or USDA RD isls thru mo y potential C yn Officials, t Witness Te nd sale activ	Financial J st current of Ordinance a Engineers of Stimony at	DA RD Financial Due Diligence Exhibits (Financial Forecast) ru most current calendar / fiscal year end intial Ordinance amendments, if necessary ficials, Engineers & Other Professionals ress Testimony at Public Meetings / Regulatory Hearings te activities with other professionals	e Exhibits (cal year end if necessary fessionals ings / Reguls onals	Financial Fo I / atory Hearin	recast) 				
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Greenville Municipal Water Utility - Water Tower Project

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Town of Greenville, Indiana - Proposed Municipal Sewage Works

Outline for Meeting with Thieneman's Regarding Acquisition of Wastewater Utility

August 8, 2011

Secure Option to Purchase Thieneman Environmental (T.E.): (August / September, 2011)

- 1. Confidentiality Agreement
- 2. Town CPA meets with Thieneman's CPA
- 3. Review actual books & records
- 4. Verify Thieneman's fixed asset investments to date in Waste Water Treatment Plant (WWTP)
- 5. Compare actual results with original CTA projections
- 6. Establish business valuation techniques & parameters
 - a. Original Cost
 - b. Replacement Cost
 - c. Pro Forma Discounted Cash Flow (DCF) Valuation Growth Assumptions
 - d. Identify economies of scale under municipal ownership (customer costs, operating costs, avoided capital costs if Town were to build its own utility plant)

Town to Make Firm Offer to Purchase Thieneman Environmental: (November / December, 2011)

- 1. Negotiate valuation techniques & resulting business valuation to support Purchase Offer
- 2. Negotiate terms of Acquisition
 - a. Utility Fixed Assets & Business Valuation
 - b. Land for Future Treatment Plant Expansions (establish "footprint" now)
 - c. Determine Cash Payments vs. Credits for future connections from Thieneman's development
 - d. Timing considerations (Thieneman's tax considerations vs. Town's financing requirements)
- 3. Execute Memorandum of Understanding and work towards contract to purchase
- 4. Town begins to firm up final financing plan (USDA RD, SRF, Other sources of capital)
 - a. Firm up financing plan (RD, SRF & Grants, if any become available)
 - b. Consideration of interim rates, connection & system development charges or other contributed capital opportunities from existing homes and / or potential developers that might want to buy capacity in the system under today's costs in order to lock in their respective long-term capital investment costs

Initiate Indiana Utility Regulatory Commission (IURC) Proceedings: (January - May, 2012)

- 1. Preliminary meeting with Office of Utility Consumer Counselor (OUCC) technical staff (Good idea to try to get buy-in from OUCC before filing Petition)
- 2. Joint Petition for approval of acquisition by the Town filed with IURC by Town & T.E.
- 3. Pre-file legal, engineering & financial exhibits & testimony with IURC
- 4. Settlement negotiations with OUCC
- 5. OUCC files their exhibits and testimony (case in chief)
- 6. Town & T.E. prepare any necessary rebuttal exhibits & testimony
- 7. Formal Hearing before IURC
- 8. IURC approves Acquisition of T.E.'s assets, customers and service territory

Financing, Construction & Implementation of Municipal Sewage Works operations by the Town (August – September, 2012)

- 1. Town Issues Sewage Works Revenue Bonds (RD or SRF)
- 2. Town takes over operations of WWTP & commences construction of Town's collection system
- 3. Town completes construction of collection system within the new sewer service territory (i.e. includes the Town's corporate boundaries) (July, 2013)

Note: The time estimates noted above assume that Jorge Lanz gets the go ahead with design (whatever capital improvement / main extension plan the Town proposes initially) concurrently as we proceed through the IURC proceedings. If design services are postponed until after the IURC proceedings, the bond closing would likely be delayed by whatever time is needed to complete the design and to obtain the necessary IDEM permits & bidding procedures.



State Revolving Fund Loan Program

an Indiana Finance Authority Environmental Program

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

Emma Kottlowski

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

August 4, 2011

Mr. Talbotte Richardson, President Greenville Town Council 9706 Clark Street, P.O. Box 188 Greenville, IN 47124

Dear Mr. Richardson:

Re: Greenville Water Utility Improvements SRF Project DW 10 15 22 01

The State Revolving Fund (SRF) Loan Program is pleased to announce that the Preliminary Engineering Report (PER) for Greenville is approved. Our review was conducted in accordance with the provisions of Indiana Code 4-4-11. Our Finding of No Significant Impact that was issued on July 5, 2011 is final.

The water utility improvements project includes the following:

- New 400,000 gallon elevated storage tank in Greenville;
- Relocation of an existing booster pump station with new connection piping to the Greenville water distribution system; and
- Approximately 1,400 feet of new 12-inch water main for connection of the Greenville water distribution to an Indiana American Company water main.

The project will increase water storage capacity, provide slightly better water pressure and provide an alternate water supply. The town will replace the 100,000 gallon standpipe with a 400,000 gallon elevated storage tank. The booster pump and water main extension will allow the Greenville water system to be served by Indiana American Company as an alternate water supply.

This approval is for administrative purposes only and does not relieve Greenville of its responsibility to properly design, build and effectively operate and maintain the proposed facilities covered by this approval.

Plans and specifications should be completed as soon as possible and submitted with the front-end documentation. Information pertaining to the bid and contract reviews is enclosed for your convenience.

Recycled Paper

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Phone: (888) 290-0016 Fax: (317) 234-1338

Page 2 of 2 Mr. Richardson August 4, 2011

As a reminder, your project must be completed within 24 months of loan closing, with a copy of the Certificate of Substantial Completion on file with the SRF Loan Program to avoid the 1% non-use fee on undrawn funds.

Greenville's next step is to contact its financial advisor and its nationally recognized bond counsel to assist in preparing the appropriate financial and legal documents needed to close the Town's SRF loan. All SRF Loan Program requirements, including bidding the entire SRF financed project, must be completed prior to Greenville receiving SRF financing.

The SRF Loan Program looks forward to financing the proposed Water Utility Improvements for Greenville.

Sincerely,

Emma Kottlowski

SRF Technical Review Manager

EK/JMC Enclosure

cc: Jorge Lanz, Jacobi, Toombs & Lanz w/enclosure (electronic)
 Otto Krohn, O.W. Krohn & Assoc., LLP (electronic)
 Jim Gutting, Barnes & Thornburg (electronic)
 Jill Saegesser (electronic)
 Bryan Collins, Bingham McHale (electronic)



State Revolving Fund Loan Program

an Indiana Finance Authority Environmental Program

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

William HarkinsTechnical Review Coordinator

Technical Review Coordinator (317) 234-4862 wharkins@ifa.in.gov

MEMORANDUM

TO:

State Revolving Loan Fund (SRF) Program Applicants

FROM:

Bill Harkins

Technical Review Manager

RE:

Bid and Contract Reviews

RECEIVING YOUR AUTHORIZATION TO ADVERTISE FOR BIDS

All State Revolving Loan Fund (SRF) funded projects *must* receive prior authorization from SRF to advertise for bids. This process is necessary because your project will be funded with federal dollars and is therefore subject to federal requirements. Your consultant will receive a copy of the "Front End Document Certification Form" to fill out and return to SRF, which certifies compliance with all SRF requirements.

Drinking Water SRF Projects and Wastewater SRF Projects

All plans and specifications required for a wastewater construction permits should be sent to IDEM's Office of Water Quality, 100 North Senate Ave., Rm 1275, Indianapolis IN 46204. All plans and specifications required for a drinking water construction permits should be sent to the Drinking Water Branch of IDEM's Office of Water Quality at 2525 North Shadeland Ave., Indianapolis, IN 46219.

Please mail a signed copy of the Front End Document Certification (for wastewater and drinking water) to the attention of Doris Roberson at 100 North Senate Ave., Room 1275, Indianapolis, IN 46204. Once received, a bid authorization letter will be sent to you to advertise the project.

Please note that if any land acquisition is involved, such as sites, easements and/or rights-of way, (a) a site title opinion by the governing body's attorney stating that vested rights have been acquired to all sites, easements and/or rights-of way for the life of the project, and (b) a certification signed by the authorized signatory that applicable requirements of 49 CFR Part 24 were met before the issuance of a construction permit.

In summary, the following must occur before you can receive authorization to bid:

- 1. Issuance of the PER approval letter (conducted by the SRF staff).
- 2. Receipt of a signed Front End Document Certification form from your engineer.
- 3. Proper acquisition of land, if applicable, or a mutual agreed upon date for the acquisition of all land and/or easement acquisition (conducted by SRF staff).

POST BID DOCUMENT REVIEW PROCESS

After bids are opened and received, SRF requires the submission of "post-bid documentation." This documentation is required in order for you to receive approval to award the contract. A list of the required documents needed for approval to award the contract will be included as an attachment to your bid authorization letter.

In summary, the following must occur before you receive permission to award the contract:

- 1. All necessary property rights have been successfully completed.
- 2. Issuance of a construction, if required, by the Construction Permitting staff of the IDEM. If not required, the design summary and site plan will be used to conduct a consistency review of the approved PER by SRF staff.
- 3. The apparent low, responsible responsive contractor has complied with all SRF requirements.

<u>Do not award</u> the contract before receiving your contract award approval letter from SRF.

CONTRACT INFORMATION SUBMITTAL

Once the contract is awarded and the Notice to Proceed has been issued, you are required to submit copies of the contract to SRF. A list of all required documents will be included as an attachment to the contract award approval letter.

AS-BUILT PLANS SUBMITTAL

Upon completion of the project, SRF requires the submission of a set of as-built drawings. These should be submitted to SRF as soon as possible, preferably on a CD. If there are no asbuilt drawings, you must provide a Certificate of Completion so we have a record of the project being completed.

****Please understand that you have the responsibility of making sure that all SRF requirements are followed as a condition of your loan. Any questions related to the review process should be directed to Doris Roberson at 317/234-1266.

Thank you for your interest in our Program and we look forward to working with you.

August 8, 2011

On August 5, 2011, I attended a training class for the Gateway System, in Salem Indiana. The class started at 1:30 and ended at approximately 3:00.

This class was in conjunction with the Keystone Class, I attended in July, 2011.

Both classes were in reference to the Government Gateway System that will be mandatory for getting the Town's Budget approved.

The gateway System works with the Keystone Budget Software System that is currently being used for our budgetary needs.

I have some concerns about setting this system up within the Keystone/Gateway systems. Due to the fact, I am not familiar with the reports that are required to set up the system(s) or the actual Budget Process. Also, the fact that the Town Budget could be denied if certain information is not provided on time and in the fashion the Gateway System demands.

On the above date, I discussed my concerns with Clerk Treasurer Travillian.

Mr. Travillian advised me not to be concerned with the process he would take care of everything.

I copied all my notes and handouts from the classes and provided Mr. Travillian with a copy and my assistance if he should need any.

I apologize that I could not be more helpful in this process.

Sincerely, Amy Stone

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-050

RESOLUTION ESTABLISHING TRACKING ACCOUNTS ON THE MONTHLY BUDGET SHEETS SUBMITTED TO THE GREENVILLE WATER UTILITY COUNCIL BY THE GREENVILLE WATER UTILITY CLERK / TREASURER FOR THE GREENVILLE WATER UTILITY WATER TOWER AND SEWER PLANT ACQUISITION STUDY PROJECT FOR THE TOWN OF GREENVILLE, INDIANA WATER UTILITY

WHEREAS, the Water Utility Council for the Town of Greenville, Indiana, in accordance with Town of Greenville Water Utility Ordinances 2011-WO-033, 2011-WO-044 and an E-Mail attached from Jorge Lanz of Jacobi, Toombs and Lanz dated July 14th, 2011 has determined it is in the best interest of the Water Utility Council to develop a Resolution to track expenditures for the Water Storage Tower and Sewer Plant Acquisition Projects;

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

- 1. As of June 30th, 2011 the Bank Statement from First Harrison Bank Greenville Branch indicated a balance of \$314,235.58 in the Greenville Water Utility Special Project Account.
- 2. The Special Project Account was established to move funds above normal operating funds to the account once a year to better determine the financial ability of the Greenville Water Utility to accomplish projects above and beyond the normal operating expenses as mentioned in this Resolution.
- 3. Additionally as of June 30th, 2011 the Bank Statement from First Harrison Bank Greenville Branch indicated a balance of \$849,734.77 in the Greenville Water Utility Water Operating Account. This indicates a surplus of \$99,734.77 as of June 30th, 2011 in Water Operating Account.
- 4. These two figures indicate that the Greenville Water Utility actually has a total of \$413,970.35 for Special Projects.
- 5. Currently two Ordinances have been issued for use of funds from the Special Project Account.
 - {a} 2011-WO-033 for Sewer Plant Acquisition Study awarded to Jacobi, Toombs and Lanz for phases two through five for the sum of \$43,000.00
 - {b} 2011-WO-044 for Sewer Plant Acquisition Study Fees awarded to O.W. Krohn and Associates for the sum of \$30,000.00
- 6. In addition to the two Ordinances listed in Item 5 above we have also receive the Following E-Mail from Jorge Lanz of Jacobi, Toombs and Lanz Inc. concerning the SR loan for the Water Utility Storage Tank Project.

I spoke with Rich Zembia of SRF. They will approve the PER August 5 after the public comment period closes. Once this is approved, we can proceed with all of the non- construction tasks which include Plans and Specs, Financial consultant, and Bond Counsel.

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-050

The budget for all this shown in the PER is \$156,000, and I estimate that it will take six months to complete. This means two things: 1, the Utility would front most of the \$156,000 prior to loan closing, which would occur say, March 2012. 2, we have to open Bids prior to closing of the loan. I will attend next Monday's meeting to discuss all this with the Board. In the meantime, I will calculate the engineering and inspection fees, and we need to get numbers from Krohn (financial) and from Barnes and Thornburg (Bond Counsel) to confirm and/or adjust the amount of money that the water company would have to front. Whatever the amount, it gets reimbursed by the SRF loan at the closing.

Jorge I. Lanz, P.E., President Jacobi, Toombs and Lanz, Inc.

- 7. This is a total of \$229,000.00 that needs to be set aside and earmarked for the Water Storage Tower and Sewer acquisition projects. Additional funds may be required as project progresses. This will leave \$85,235.58 and \$99,734.77 {located in the water operating account} for a total of \$184,970.35 available for other infrastructure projects as indicated on First Harrison Bank Statement of June 30th, 2011.
- 8. The Water Utility Clerk / Treasurer shall add the following information to the Budget Sheets submitted to the Greenville Water Utility Council at its regular scheduled monthly meetings starting in September 2011 to help keep track of funding commitments.

PROJECT FUNDING WATER STORAGE TOWER AND SEWER PLANT ACQUISITION PROJECTS

WATER TOWER PROJECT	SEWER ACQUISITION PROJECT	FUNDS IN BANK BUT ON HOLD	FUNDS ACTUALLY SPENT BY INVOICE	ADDITIONAL FUNDS DEPOSITED TO SPECIAL PROJECT	SPECIAL PROJECT ACCOUNT AVAILABLE \$314,235.58
Resolution 2011-WR- 050 \$156,000.00		\$156,000.00		ACCOUNT Note: to be reimbursed at loan closing	\$158,235.58
	Ordinance 2011-W0-033 Engineering Jacobi, Toombs, Lanz \$43,000.00	\$43,000.00			\$115,235.58
	Ordinance 2011-WO-044 O.W. Krohn \$30,000.00	\$30,000.00			\$85,235.58

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-050

ADOPTED BY THE WATER UTILITY COUNCIL FOR THE TOWN OF GREENVILLE, INDIANA, ON THE 8th DAY OF AUGUST, 2011.

> PRESIDENT OF THE WATER UTILITY COUNCIL FOR THE TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON,

CLERK/TREASURER PREPARED BY: RANDAL JOHNES

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-052

RESOLUTION AUTHORIZING THE PURCHASE OF A SALT SPREADER FOR TOWN OF GREENVILLE WATER UTILITY TRUCK

WHEREAS, the Water Council for the Town of Greenville, Indiana, purchased a 2011 Chevrolet Silverado 3500HD 4WD Reg. Cab 133.7" SR Work Truck with optional equipment to be used by the Water Utility for normal operations and for snow and ice removal and to be leased to the Town of Greenville for snow and ice removal and:

WHEREAS, in addition to equipment already purchased the purchase of a salt spreader to be bumper mounted to spread salt and sand is also required

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

- After passage of the Resolution the Water Utility Superintendent shall be authorized to purchase a Boss TGS800 Tailgate Spreader, 8 Cubic Ft, Capacity {780 lbs.}, Poly Hopper, Slide in Attachment to Fit Class 4 Hitch, High Torque 12 Volt DC Motor, Feed Mechanism Feed Paddle, Independent Controls for Material Feed and Spinner Feed, Designed to Spread Sand, Salt or combination from J. Edinger & Son, Inc. 1010 Story Avenue, Louisville, Kentucky at a installed price not to exceed \$3000.00 as per quote of August 2nd, 2011 attached.
- 2. Cost of Tailgate Spreader shall be paid from the Greenville Water Utility Special Project Checking Account.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 8th DAY OF AUGUST, 2011.

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

PALBOTTE RICHARDSON,

LERK/TREASURER

PREPARED BY: RANDAL JOHNES

J. EDINGER & SON, INC. 1010 STORY AVENUE LOUISVILLE, KY 40206 EST. 1867

August 2, 2011

Gary Getrost
Town of Greenville

Boss TGS800 Tailgate Spreader
8 Cubic ft – 780 lb Capacity
Poly Hopper
Slide in Attachment to fit Class 4 Hitch
High Torque 12 volt DC Motor
Feed Mcchanism – Feed Paddle
Independent Controls for Material Feed and Spinner Speed
Designed to spread Sand, Salt or combination

Not Installed FOB Louisville..Net \$2,658.00

Installation: \$300.00

NOTE:

Must have minimum 85 amp service on Vehicle in good working order.

Thank you for the opportunity to quote and we hope that we may be favored by your order.

Respectfully,

Charlie Edinger

TOWN OF GREENVILLE ORDINANCE NO. 2011-TR-053

RESOLUTION LEASE AGREEMENT BETWEEN THE GREENVILLE WATER UTILITY AND THE TOWN OF GREENVILLE, INDIANA CONCERNING THE 2011 CHEVROLET SILVERADO AND SNOW AND ICE REMOVAL EQUIPMENT

WHEREAS, the Water Council for the Town of Greenville, Indiana, purchased a 2011 Chevrolet Silverado 3500HD 4WD Reg. Cab 133.7" SR Work Truck with optional equipment to be used by the Water Utility for normal operations and for snow and ice removal and to be leased to the Town of Greenville for snow and ice removal and:

WHEREAS, it was agreed that the Town of Greenville would have the option to lease the 2011 Chevrolet Silverado and snow and ice removal equipment for clearing the Town of Greenville Public Streets annually.

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

- 1. After signing of this Resolution the Town of Greenville shall compensate the Greenville Water Utility the sum of \$500.00 US Dollars per season beginning with the 2011-2012 Snow and Ice Season.
- 2. The Greenville Water Utility Clerk / Treasurer shall create an invoice annually { first invoice shall be for the 2011-2012 season} from the Greenville Water Utility to the Town of Greenville, Indiana
- 3. The Greenville Town / Clerk Treasurer shall charge as a credit against Motor Vehicle Highway Account # 201001361 Snow Removal & Salt Contractor the charges for this lease agreement.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 8th DAY OF AUGUST, 2011.

CERK/TREASURER

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

TÁLBOTTE RICHARDSON,

PREPARED BY: RANDAL JOHNES

TOWN OF GREENVILLE ORDINANCE NO. 2011-TR-054

RESOLUTION CONCERNING THE LABOR AND MATERIALS FOR THE SEASONAL ICE AND SNOW REMOVAL FOR THE TOWN OF GREENVILLE, INDIANA

WHEREAS, the Town Council for the Town of Greenville, Indiana, is desirous to compensate the Town of Greenville Water Utility for the use of Water Utility Employees for Seasonal Ice and Snow removal within the Corporate limits of the Town of Greenville and;

WHEREAS, the Town of Greenville has entered into a lease agreement for the use of a 2011 Chevrolet Silverado 3500HD 4WD Reg. Cab 133.7" SR Work Truck with optional equipment owned by the Greenville Water Utility, see Resolution 2011-TR-053;

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

- 1. The Greenville Water Utility shall submit to the Greenville Water Utility Superintendent all hours accumulated regular or overtime required for Ice and Snow removal upon the streets, alleyways and roadways of the Town of Greenville weekly. Employee shall be compensated for these hours on the next scheduled pay period by the Water Utility.
- 2. The Water Utility Superintendent shall give a copy of these payments to the Greenville Water Utility Clerk/Treasurer to produce an invoice to the Greenville Town Council at their next scheduled Monthly Meeting for approval for payment.
- 3. After approval of payment of the invoice the Town of Greenville Clerk/Treasurer shall issue a check to the Greenville Water Utility and charge amount of check as a credit against Motor Vehicle Highway Account #201001361 Snow Removal and Salt / Contractor.
- 4. The Town of Greenville Clerk/Treasurer shall have copy of the invoice marked paid along with the Town of Greenville Check Number and Date; and shall be inserted into a file marked Water Utility Employees Ice and Snow Removal reimbursement.
- 5. This Resolution authorizes the purchase of bagged salt for use in the salt spreader Boss TGS800 Tailgate Spreader, 8 Cubic Ft, Capacity {780 lbs.}, Poly Hopper, Slide in Attachment to Fit Class 4 Hitch, High Torque 12 Volt DC Motor, Feed Mechanism Feed Paddle, Independent Controls for Material Feed and Spinner Feed, Designed to Spread Sand, Salt or combination from J. Edinger & Son, Inc. authorized by Resolution 2011-WR-052.
- 6. The Greenville Water Utility Superintendent is authorized to purchase two pallets of the bagged salt from Earth First of Kentuckiana located in Greenville for storage in the Greenville Water Utility Garage. Pallets shall be charged against the Town of Greenville Account with Earth First of Kentuckiana. Pallets consist of forty nine, fifty pound bags {2,450 lbs.}. When the first pallet is close to being used a replacement pallet shall be ordered. One pallet shall be held as a back-up supply in case of a shortage. All materials purchased shall be charged as a credit against Motor Vehicle Highway Account #201001361 Snow Removal and Salt / Contractor.

TOWN OF GREENVILLE ORDINANCE NO. 2011-TR-054

7. The Greenville Water Utility Superintendent is authorized to purchase two pallets of the bagged sand from Home Depot located in New Albany, Indiana for storage in the Greenville Water Utility Garage. Pallets shall be charged against the Town of Greenville Account with Home Depot. Pallets consist of fifty six, fifty pound bags {2,800 lbs.}. When the first pallet is close to being used a replacement pallet shall be ordered. One pallet shall be held as a back-up supply in case of a shortage. All materials purchased shall be charged as a credit against Motor Vehicle Highway Account #201001361 Snow Removal and Salt / Contractor.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 8th DAY OF AUGUST, 2011.

> PRESIDENT OF THE TOWN COUNCIL OF GREENVILLE, **INDIANA**

TALBOTTE RICHARDSON.

CLERK/TREASURER

PREPARED BY: RANDAL JOHNES