

Greenville Town Board

P. O. BOX 188
GREENVILLE, INDIANA 47124
812-923-5649

Town Hall
Dec. 18, 1980

The monthly meeting of the town board was opened by President of the Board Jack Sprigler with all board members present also Gary Estrost, Dave Eberenz, Bob Martin and other interested citizens.

Ordinance 30-05 was signed giving the Greenville Telephone Corporation the franchise to install, maintain and maintain Cable Television in the Greenville area.

Mr. Neale informed the board of low water pressure and asked for help. Gary Estrost and Dave Eberenz were to check the problem and report back to the board.

Mr. Bob Martin from Ramsey Water Co. stated that T. ... Made a strong suggestion that Ramsey no longer sell water to Greenville Water from the East side meter due to conflict between Ramsey and Floyd Knobs.

Dave Eberenz gave progress report on water ...

No more business brought before the board, Mr. ^{Speaker} Green motioned for adjournment Mr. Miller seconded. Meeting adjourned.

Respectfully submitted, *Bob Martin*
Bob Martin
Clerk-Treasurer

Jack Sprigler
Jack Sprigler
President of the Board

Greenville Town Board

P. O. BOX 188

GREENVILLE, INDIANA 47124

812-923-5649

Notice

CHANGE IN MEETINGS NIGHT

GREENVILLE TOWN BOARD WILL MEET

December 18, 1980 at 8:00 PM

Grace Martin
Clerk Treasurer
Dec. 3, 1980

OVERAGE TO DATE
(INCLUDING PLANNED BUT NOT PERFORMED ITEMS)

50yd ³ Rock on 6" @ 2000/yd ³	=	1000.00
20yd ³ Rock on 12" @ 17.50/yd ³	=	350.00
525 TONS SAND BACK FILL @ 6.75/TON	=	3,543.75
35' BORE UNDER BUTTOWN RD @ \$42/ft	=	1,470.00
POSSIBLE 400 ft 12" PVC OVERAGE @ 7.5/ft	=	3,000.00
RATE OF FLOW VALVE CHANGE OVER	=	500.00
FIRE HYDRANT 1 @ \$800/EA.	=	800.00
2 - 12" FITTINGS @ \$250.00/EA.	=	500.00
600 ft ASPHALT REPLACEMENT FOR 12" =	=	1,200.00
		<u>\$12,363.75</u>

POSSIBLE PROJECT ELIMINATIONS 7,675.00

TOTAL CONTINGENCY	=	11,268.00
CHANGE ORDERS NO. 142	=	-5,680.00
		<u>+5,588.00</u>

REMAINING CONTINGENCY	=	5,588.00
POSSIBLE PROJECT ELIMINATIONS	=	<u>7,675.00</u>

TOTAL MONEY AVAILABLE	=	+13,263.00
OVERAGE TO DATE INCLUDING PLANNED ITEMS	=	-12,363.75

REMAINING FUNDS	=	<u><u>899.25</u></u>
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ADDITIONAL PROJECT ELIMINATIONS
(IF 6" LINE BETWEEN NAVELTON RD AND STILLER RD IS ELIMINATED) \$15,652.20

TOTAL FUNDS REMAINING WITH 6" LINE ELIMINATION	→	<u><u>\$16,551.45</u></u>
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(NOT Documented)
(NO Paperwork)

POSSIBLE PROJECT ELIMINATIONS

TWO 6" VALVES & BOXES	480.00
TWO 3" VALVES & BOXES	350.00
CONCRETE ENCASMENT FOR 4"	175.00
2,300 ft. 6" PVC -	6,670.00
	<hr/>
	\$7,675.00

ADDITIONAL PROJECT ELIMINATIONS.

1- FLUSH HYDRANT	280.00
500' BORING FOR 3/4"	
SERVICE LINES.	1,000.00
4,718' 6" PVC	13,682.20
300' 3/4" SERVICE LINE	210.00
TWO 6" VALVES & BOXES	480.00
	<hr/>
	\$15,652.20

AN ORDINANCE GRANTING A FRANCHISE TO SKYLINE COMMUNICATIONS CORPORATION TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWN OF GREENVILLE, INDIANA

Be it ordained by the Town Board of Greenville of the Town of Greenville, Indiana, as follows, to wit:

Section 1. This Ordinance shall be known as the "Town of Greenville Cable Television Franchise."

Section 2. For the purposes of this Ordinance, the following terms, words, and their derivations shall have the meanings given herein. Where not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular, and vice versa.

- A. "Town" is the Town of Greenville, Indiana.
- B. "Company" is the grantee of the rights under this Ordinance.
- C. "Board" is the Town Board of Greenville of the Town of Greenville, Indiana.
- D. "Person" is any person, firm, partnership, association, corporation, or organization of any kind.
- E. "Cable Television System" means a system of distribution of information via audio, video, or other signals, to subscribing members of the public for a fee.

Section 3. There is hereby granted by the Board to the Company, Skyline Communications Corporation, pursuant to Indiana Code §§ 18-1-21-5 et seq. and §§ 18-5-4-1 et seq., the right to plan, design, construct, erect, operate, and maintain a Cable Television System in, upon, along, across, above, over, and under the streets, alleys, public ways, and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Town of Greenville. The term of this Franchise is for a period of fifteen (15) years from and after the effective date of this Ordinance. This grant is in recognition of, and includes the appurtenant right of

such usage of, in, upon, along, across, above, over, and under such streets, alleys, public ways, and public places. The right granted hereunder is not exclusive, and it may not be assigned without the consent of the Board.

Section 4. The Company shall, at all times during the life of this Ordinance, be subject to all lawful exercises of police power of the Town. The Company agrees to abide by all valid local, State, and Federal laws and regulations.

Section 5. The Company shall indemnify and hold harmless the Town and the Board from and against any and all losses, costs, or expenses resulting from damage to any property or bodily injury or death to any person, including payments made under any workmen's compensation law, which might arise out of or occur by reason of exercise by the Company of any rights hereunder. The Company shall carry insurance to protect itself and the Town and the Board for such purposes in amounts of not less than the following:

Workmen's Compensation	Statutory requirements
Comprehensive General Liability	
Bodily Injury	\$300,000.00 per person
Bodily Injury	500,000.00 per occurrence
Property Damage	100,000.00 per occurrence

Section 6. The Company shall have commenced construction of its Cable Television System within one (1) year after having received all necessary licenses, permits, and any other authorizations for its operations, and it shall thereafter proceed to equitably and reasonably extend its operations so as to enable it to render service to all feasible areas within the Town within five (5) years after commencement of construction as described above. The construction, maintenance, and operation of any Cable Television System hereunder shall be in compliance with the National Electrical Code. The Town and the Board shall have the right of inspection of all new construction work performed subject to the provisions of this Ordinance as may be found necessary to insure compliance with the terms hereof. All construction and maintenance shall be conducted according to the following terms:

A. All transmission and distribution structures erected and

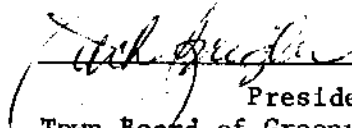
maintained by the Company within the Town shall be so located and used as to cause minimum interference with the proper use of all public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of said public ways and places.

B. In the case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Company shall cause such pavement, sidewalk, driveway, or other surfacing to be restored to as good as condition as before said erection or maintenance disturbance.

Section 7. Failure to enforce or insist upon compliance with any of the terms or conditions of this Ordinance shall not constitute a general waiver or relinquishment of such terms or conditions, but the same shall be and remain at all times in full force and effect. If any portion of this Ordinance is for any reason held invalid by any authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the remainder hereof.


Section 8. The Company shall, within fourteen (14) days after the adoption of this Ordinance, file in the office of the Board, or its Clerk, a written acceptance of this Ordinance and all benefits and duties hereunder. The effective date of this Ordinance shall be the date of passage hereof.

Passed by the Town of Greenville on the 18 day of December, 1980.



President
Town Board of Greenville of the
Town of Greenville, Indiana

Attest:



Town Clerk



SKYLINE COMMUNICATIONS CORPORATION

SUITE 304, 204 PEARL ST., NEW ALBANY, INDIANA 47150

812.944.7333

- Channel *2 Home Box Office (pay movie channel)
3
*4 24 Hour Movie Channel (pay movie channel)
5 Program Guide
6 WAVE-3 (NBC) Louisville
7 WHAS-11 (CBS) Louisville
8 WKPC-15 (PBS) Louisville
9 Weather
10 WDRB-41 (IND) Louisville
11
12 WLKY-32 (ABC) Louisville
13 WKMJ-68 (ETV) Louisville
A WTTV (IND) Bloomington-Indianapolis
B WXIX (IND) Cincinnati
*C WTBS (IND) Atlanta
*D WGN (IND) Chicago
*E WOR (IND) New York
*F CBN-Christian Broadcasting Network
*G ESPN-Sports
*H CSPN/USA NET/Calliope/BET
*I Nickelodeon-Children's movies
*J CNN-Cable News Network-24 hours
*K Metroversity and Appalachian Community Services Network
L New Albany-Floyd County School System
*M Home Theater Network

* Satellite Channels

11.95 per mo. - in County
20.00 installation charge
FM Radio (improved)
Converter 15.00

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	9-24-80
STATE	Indiana
COUNTY	Floyd

CONTRACT FOR
Water Main Construction

OWNER
Town of Greenville

To **David Snyder's Backhoe and Trenching Service**

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. Delete 1,260 feet of 4 inch PVC Item #2 @ \$1.80/ft.	\$ 2,268.00	\$
2. Delete one (1) 4 inch valve and box Item #3 @ \$200/ea.	200.00	
3. 1,000 tons of sand backfill @ \$6.75/ton for pipe bedding in rock		6,750.00
TOTALS	\$ 2,468.00	6,750.00
NET CHANGE IN CONTRACT PRICE	\$	\$4,282.00

JUSTIFICATION: The 4 inch line extension is not possible as there is not an existing line to tie onto as shown on the system's "As built" plans. Sand backfill was not included in the Bid Schedule, and is required for pipe bedding in rock, and for backfill along road shoulders.

*This change order shall not be valid until approved by FHA.

The amount of the Contract will be ~~increased~~ (Increased) By The Sum Of: Four thousand two hundred eighty two and no/100ths dollars----- Dollars (\$ 4,282.00*****)

The Contract Total Including this and previous Change Orders Will Be: Two hundred twelve thousand three hundred seventy four and 30/100ths dollars----- Dollars (\$ 212,374.30****)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): -0- Day

* This document will become a supplement to the contract and all provisions will apply hereto.

Requested [Signature] (Owner) _____ (Date)

Recommended [Signature] (Owner/Architect/Engineer) _____ (Date)

Accepted [Signature] (Contractor) Sept. 25, 1980 (Date)

Approved _____ (Date)

CLERK TREASURERS' MONTHLY FINANCIAL REPORT

MONTH OF Dec 1990 YTD

FUND	Total Jan. 1 Balance & Receipts to Date	Total		Disbursed To Date	Disbursed for Month	Total Disbursed	Treasurers' Ending Balance
		Receipts for Monthly	Balance and Receipts				
GENERAL	6,519.71	2,650.18	19,169.89	-	-	11,753.36	7,416.53
MOTOR VEHICLE HIGHWAY (STREET)	14,175.64	7,603.09	21,778.73			15,305.82	6,472.91
" " (Spec.)		2,450.32	2,450.32			-	2,450.32
CAPITAL CUMULATIVE IMPROVEMENT (CCI)	9,524.32	4,672.33	14,196.65			6,000.00	8,196.65
LOCAL ROADS & STREETS	8,842.86	4,311.11	13,153.97			4,690.00	8,463.97
TOTALS	39,062.53	31,687.03	79,749.58			37,749.18	33,000.38
REVENUE SHARING	1,566.89	2,223.00	3,939.89			2,322.46	1,617.43

* INCLUDES \$6,000 C/D

** INCLUDES \$ C/D

GENERAL

Approp. 11 - Salaries of Town Trustees

12 - " " Clerk Treasurer

13 - " " Marshall & Deputies

14 - Compensation - Town Attorney

16 - Labor

21 - Postage

22 - Heat, Light, & Power

24 - Printing, Publication of Notices

32 - Gas, Oil, Tires, Garage Supplies

36 - Office Supplies, Stationery, Forms, ETC.

41 - Bldg. Maint / Rep. Parts

51 - Insurance; Workmens Comp, Auto

52 - Hydrant Rental *for other rents*

54 - Allowances (Marshalls' Uniforms)

55 - Subscriptions & Dues

56 - Premium on Bonds

57 - ~~Unempl. Ins.~~

52 - ~~Other Rental~~

72 - Office Equipment

- Petty Cash

Appropriated	Transfers From/To	Disbursements to Date	Month	Total Disbursements	Balance
\$1400 -				1400 -	-
700 -				700 -	-
1290 -				1200	90 -
500 -				500	
300 -				136 -	164 -
350 -	(150.00)			106.20	93.80
2900 -	150.00			997.73	52.27
800 -				411.14	388.86
2200 -				1762.09	437.91
575 -				174.75	400.25
200 -				28.15	171.85
1500 -				1496.50	3.50
2500 -	(200.00)			1600.00	700.00
300 -	200.00			404.00	96.00
400 -				346.50	53.50
200 -				160.00	40.00
75 -				4.80	70.20
800 -				325.50	474.50
100 -				100.00	
\$15,090 -				11,853.36	3,136.64

MONTH OF December - Year 1980

Disbursements

STREET	Appropriated	Transfers From/To	To Date	Month	Total	Balance
Approp. 13 - Wages (Labors, Dog Catcher)	\$ 1800.-				100.00	1700.00
25 - Repairs of Equipment & Cars	500.-	500.00			860.98	139.02
261 - Construction or Improv. Streets & Alleys	13000.-	(500.00)			11,600.00	900.00
262 - Repair of Streets & Alleys by Contract						
32 - Garage & Motor (Gas, Oil & Tires)	700.-				579.76	120.24
37 - OTHER SUPPLIES	300.-				265.64	134.36
42 - Street & Alley (Gravel, Sand, Etc.)	600.-				76.32	523.68
43 - REPAIR PARTS	400.-				-	400.00
44 - OTHER MATERIALS	300.-				257.96	42.04
51 - INSURANCE	800.-				609.00	191.00
72 - other EQUIPMENT	2000.-				1056.16	943.84
	\$ 20,400.-				\$ 15,305.82	\$ 5,094.18
REVENUE SHARING						
1 - Svcs. Personal	800.-					800.00
4 - Materials						
Approp. 22 - Heat, Light, & Power	2840.74				1995.20	845.54
24 - ADVERTISING	27.26				27.26	-
26 - Services Contractual						
51 - Insurance	300.00				300.00	-
	\$ 3968.00				\$ 2322.46	\$ 1645.54
Approp. 26 - Other Contractual Services	\$ 5000.-				\$ 4690.00	\$ 310.00

L.R. S.
AMT. REVISION

MONTH OF Dec. 31 to Jan 1

Kiesler Police Supply, Inc.

Greenville, Indiana 47124

812 - 923-8875

812 - 923-8876

Distributors of Smith & Wesson Police Gear and Sporting Goods



November 19, 1980

Greenville Town Board

Greenville, IN 47124

Dear Sirs:

Please consider this letter to be my letter of resignation. It has been my pleasure to have served the Town of Greenville for the last 5 months. It was my sole intent when I took the job to upgrade the department and give better service to the town's people. Several things have come up now that I did not foresee when I took this job. First of all I did not know how much time would be involved. It has grown from one or two phone calls a day to six to nine. This does not account for the calls from the sheriff's department, the probation department, insurance companies and other police agencies trying to track down lost people and felons. I also did not foresee our business increasing as rapidly as it has this fall.

Most of the calls that I receive are on dogs and neighbor complaints which I have tried to ignore as much as possible because of the time factor involved. Several people have not taken this in the right light and I have been scolded on at least three occasions. I don't think that people understand that my time is limited to serious cases.

In any case I am donating the red lights, speaker and siren to the town at no cost. I would like to get a receipt from the town for tax purposes. This may be a good time to consider the possibility of a full time marshal. I know there is no money in the budget now but I know as a business man where there's a will there's a way. Obstacles can be overcome if the community could pull together. Nobody realizes more than I how badly Greenville needs full time protection.

Lastly I would like to ask that if there is any sort of money available I would like to see Jim Gilbert and David Dale receive some sort of compensation for their services. It has cost all of us at least \$400.00 per person to be a volunteer. Any sort of financial aid will be appreciated for these fine people.

Once again it has been my pleasure to serve you and will help in any sort of way in organizing a full time police department. This resignation will be effective December 1, 1980.

Yours Very Truly,


Douglas M. Kiesler

CLASS III MACHINE-GUN DEALER

AMMUNITION, HANDGUNS, LEATHER, SHOTGUNS, MACE, TEAR GAS, VESTS, RADAR, RADAR GUNS, SIRENS, LIGHTS, SPEAKERS, HELMETS, HANDCUFFS, RELOADING COMPONENTS, CROWD CONTROL EQUIPMENT AND MARINE GEAR.



December 11, 1980

Greenville Town Board
Greenville, Indiana

Members of the Board:

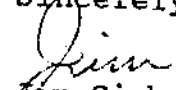
This letter is to formally express my official resignation as a deputy marshal with Greenville's Marshal Department.

I wish to emphasize there is not now, nor have there been, any disagreements or points of contention involved in this decision, but it is merely the result of a studied look toward my future plans.

It seems appropriate for me to free my personal schedule at the start of the new year to better enable me to return to graduate studies and pursue school related activities during the next few months.

Although it has been a learning experience to be in a law-enforcement position, I must and will resign my authority and position effective December 26, 1980. I am proud to have served in the department for the past six months.

Sincerely,


Jim Gilbert



SKYLINE COMMUNICATIONS CORPORATION

SUITE 304, 204 PEARL ST., NEW ALBANY, INDIANA 47150

812.944.7333

December 29, 1980

Town Board of Greenville
of the Town of Greenville, Indiana
Greenville, Indiana 47124

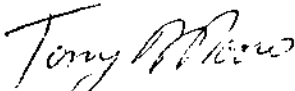
Re: Cable Television Franchise

Gentlemen:

Skyline Communications Corporation hereby submits this written acceptance of the Cable Television Franchise Resolution as resolved and ordered by the Town Board of Greenville of the Town of Greenville, Indiana on the eighteenth day of December, 1980.

Thank you for your consideration in this matter.

Sincerely,



Tony Moors
Vice President

TM:ejm