

August 16 2011

Commissioners met on this day with the following members present: John Richwine, Steffanie Owens and Jeff Hardin. Also present were County Attorney Jerry Shine, County Auditor Kathy Stoops-Wright, Deputy Auditor Jane Lyons and Commissioners Office Manager Linda Smith.

**IN THE MATTER OF APPROVAL OF MINUTES**

Commissioners tabled the minutes for July 19, 2011 and August 2, 2011 upon motions made by Steffanie Owens and seconded by Jeff Hardin. Motion carried unanimously.

**IN THE MATTER OF MEMORANDUM OF EXECUTIVE SESSION OF MADISON COUNTY COMMISSIONERS AND COUNTY COUNCIL**

County Attorney, Jerry Shine read the following Memorandum of Executive Session of Madison County Commissioners and County Council into the minutes:

**On Thursday, August 4, 2011 at 4 p.m., a joint executive session of the Madison County Commissioners and the County Council was held in room 108, first floor, Madison County Government Center, 16 E. 9<sup>th</sup> St., Anderson, Indiana, pursuant to notice previously issued.**

**The Commissioners present were Steffanie Owens and Jeff Hardin, John Richwine was absent. County Attorney, Gerald Shine was also present. Council members present were Larry Higgins, Rick Gardner, Larry Crenshaw, John Bostic, Mike Phipps and David McCartney, and Council Attorney James Wilson was also present. Buddy Patterson was absent.**

**Strategy with respect to pending litigation was discussed per IC 5-14-1.5-6.1(b)(2)(b). No other issues were discussed and the meeting adjourned at approximately 4:55 p.m.**

**Respectfully Submitted,  
S/Gerald P Shine, Jr.  
Attorney for Madison County**

**CERTIFICATE**

**No other issues were discussed in the executive session, except those stated in the above memorandum.**

**MADISON COUNTY BOARD OF  
COMMISSIONERS  
S/John Richwine**

August 16, 2011

**IN THE MATTER OF ORDINANCE AMENDING THE COUNTY OF MADISON INDIANA, CJC PERSONNEL POLICIES HANDBOOK.**

Tia Baker, CJC Assistant Director, came before the Commissioners with an Ordinance Amending the County of Madison, Indiana CJC Personnel Policy Handbook. The amendment has to do with the new law concerning employees bringing weapons to work that went into effect July 1, 2011. Commissioner Richwine made a motion to table said approval of Ordinance for further review. Motion seconded by Steffanie Owens. Motion carried unanimously.

**IN THE MATTER OF E911 SERVICE AGREEMENT WITH AT&T**

Craig Bennett, AT&T, E911 Division, presented a contract to the Commissioners for new software implementation for the E911. According to the County Attorney, Jerry Shine, there has to be a new addendum in every Agreement stating subject to immigration. Motion was made by John Richwine and seconded by Jeff Hardin to approve Agreement subject to the addendum being added. Motion carried unanimously.

**IN THE MATTER OF PROCLAMATION IN HONOR OF THE MADISON COUNTY COMMUNITY HEALTH CENTERS, INC. NATIONAL HEALTH CENTER WEEK, AUGUST 7<sup>TH</sup> THRU 13<sup>TH</sup>**

Commissioner Owens read the Proclamation in Honor of the Madison County Community Health Centers, Inc. for National Health Center Week of August 7<sup>th</sup> thru the 13<sup>th</sup>. Motion to approve Proclamation made by John Richwine and seconded by Steffanie Owens. Motion carried unanimously.

**IN THE MATTER OF LEASE AGREEMENT WITH PITNEY BOWES GLOBAL FINANCIAL SERVICES FOR THE COUNTY CLERKS OFFICE**

The County Clerk, Darlene Likens, came before the Commissioners with a Lease Agreement with Pitney Bowes Global Financial Services on their new copier. They will be saving around \$6,000.00/year on return services. Again the County Attorney reminded the Commissioners about the new addendum that will need to be added to all Agreements concerning immigration. Motion to approve Agreement contingent on addendum being added made by John Richwine and seconded by Steffanie Owens. Motion carried unanimously.

August 16, 2011

**IN THE MATTER OF AGREEMENT BETWEEN THE ANIMAL PROTECTIVE LEAGUE, INC. AND MADISON COUNTY, INDIANA FOR THE CARE, CONFINEMENT AND DISPOSITION OF ANIMALS IN THE RURAL AREAS OUTSIDE THE BOUNDARIES OF TOWNS AND CITIES AND IN UNINCORPORATED AREAS**

Commissioners approved the Agreement between Madison County and the Animal Protective League, Inc for the care, confinement and disposition of small animals in the rural areas of Madison County.

AGREEMENT BETWEEN THE ANIMAL PROTECTION LEAGUE,  
INC AND MADISON COUNTY, INDIANA FOR THE CARE,  
CONFINEMENT AND DISPOSITION OF ANIMALS IN THE RURAL  
AREAS OUTSIDE THE BOUNDARIES OF TOWNS AND CITIES  
AND IN UNINCORPORATED AREAS

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THIS AGREEMENT is made and entered into between the ANIMAL PROTECTION LEAGUE, INC., a non profit 501 (c) Indiana corporation (hereinafter referred to as APL) and MADISON COUNTY, INDIANA, acting through its BOARD OF COMMISSIONERS (hereinafter referred to as MC) and

WHEREAS MC has, during the past, participated with the City of Anderson and its ANIMAL SHELTER, wherein MC had contracted with the City of Anderson to provide services within the rural areas of Madison County in the control and enforcement of the provisions of the Animal Control Ordinance for Madison County and,

WHEREAS the City of Anderson has entered into a care agreement with the APL for services to operate the Anderson Animal Care Center located at 613 Dewey Street, Anderson IN ("Center") after discontinuing the operation of the Animal Shelter (this service excluding the pick up and delivery of animals to the care facility) and,

WHEREAS MC and the APL desire to enter into an agreement concerning the care, confinement and disposition of small animals in the rural areas outside the boundaries of towns and cities in the unincorporated areas of Madison County, Indiana.

THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MC and APL agree as follows:

- (1) APL agrees to receive the following animals from a Madison County Animal Control Officer and to provide care, confinement and disposition services upon receipt of payment by MC to APL for same, according to the following payment schedule:
  - (a) Animal bite cases: \$150.00/animal;
  - (b) Healthy dog/puppy/ cat /kitten: \$120.00/animal;
  - (c) Extremely ill or injured dog/cat/puppy/kitten: \$50.00/animal; and
  - (d) Small dead animals: \$25.00/animal.

The fee in subsection (c) above would be for an animal requiring euthanasia before entering the facility due to the nature of the injuries or if in extreme condition of neglect where the most humane decision would be to end the animals suffering. This cost includes disposal fee of such animal. The fee in subsection (d) above would be for the disposal of any small dead animal received into the Center from a Madison County Animal Control Officer. By the 5<sup>th</sup> day of each month during the Term (as defined hereafter) of this Agreement, APL shall submit a written invoice to MC detailing the number and kind of animals received by APL from Madison County Animal Control Officers for the previous month. All invoices shall

be paid within thirty (30) days of receipt. APL reserves the right to suspend acceptance of any animals from MC for any period of time wherein any invoice is more than sixty days' past due.

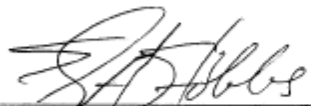
- (2) APL shall provide for care, detention and disposition of all animals collected within the aforementioned area (but specifically excluding any livestock). The APL shall provide equipment, personnel and other facilities to carry out the provisions of this Agreement.
- (3) Madison County Animal Control officers shall deliver any small animal at the shelter operated by APL during normal business hours and be provided access for delivery after hours. MC shall obtain the name, address and phone number of the owner of such animals if available for the APL. MC shall further advise if the animal is stray, aggressive, or injured.
- (4) Any such animal delivered by MC designated officers shall be under the protocol and procedures of the APL and the APL may impose kennel fees, spay and neutering fees and adoption fees as deemed necessary. Said fees shall be solely determined by the APL and will be the sole property of the APL.
- (5) APL reserves the right to refuse acceptance of any animal brought in by a Madison County Animal Control Officer unless it is accompanied by a written case report from that Officer. If an animal is brought in for neglect or abuse or as a bite case, a written case report and directive must be from that Officer must given as to the disposition of the animal and whether charges have been filed. APL will not release an animal back to its owner in bite cases or animal abuse or neglect cases without written instruction from the Madison County Animal Control Officer.
- (6) Should APL recover any fees from animals delivered into their care by MC, APL shall retain said fees and shall provide a credit against MC's next month's invoice for such fees collected in the previous month for such animals.

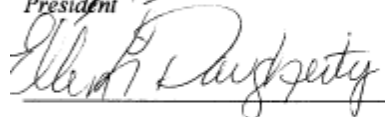
- (7) Madison County shall further be authorized to deliver dead small animals to the APL for disposal. A disposal fee will be paid to APL in the sum of \$25.00 per small animal.
- (8) No liability in tort or any kind shall attach to the Madison County, its officials, or employees rendering services under the provisions of this Agreement for care, detention or disposition of small animals, except as by law provided. No liability in tort or of any kind shall attach to APL, its officials or employees rendering services under the provisions of this Agreement for any act or omission of MC, its officials or employees, except as provided by law. The APL shall maintain its own liability insurance.
- (9) This Agreement shall commence on the date upon which APL began accepting animals from MC, and shall remain in full force and effect for a period of 1 year ("Term") and may revise or renewed including the pricing structure upon written consent of each party.


IN WITNESS WHEREOF, this Agreement is executed by the Board of Commissioners of Madison County, Indiana, on the 16 day of August, 2011.

IN WITNESS WHEREOF, this Agreement is executed by the Board of Directors of the Animal Protection League, Inc, on the \_\_\_\_\_ day of August, 2011.


**ANIMAL PROTECTION LEAGUE, INC**


  
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 President

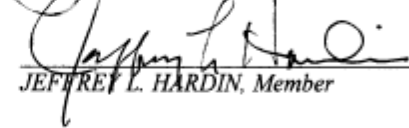
  
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 PAUL V. MOGAN, VP

**MADISON COUNTY, INDIANA BY  
 MADISON COUNTY BOARD OF  
 COMMISSIONERS**

  
 \_\_\_\_\_  
 JOHN M. RICHWINE, President

  
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 STEFFANIE L. OWENS, Member

  
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 JEFFREY L. HARDIN, Member

Prepared by:

Gerald P. Shine, Jr. (#297-48)  
 Madison County Attorney  
 16 East 9<sup>th</sup> Street  
 Anderson, Indiana 46016

**IN THE MATTER OF TRAM GRANT APPLICATION APPROVAL**

David Benefiel, COG, came before the Commissioners with the TRAM Grant Application for their approval. Mr. Benefiel stated that the new grant application is very similar to the current application. Motion to approve made by John Richwine and seconded by Steffanie Owens. Motion carried unanimously.

August 16, 2011

**IN THE MATTER OF SUPPLEMENTAL AGREEMENT NO. 1 FOR MADISON COUNTY BRIDGE 607**

Commissioners approved to submit the Supplemental Agreement No. 1 for Madison County Bridge 607, South A, over Duck Creek, Elwood to INDOT. Said Agreement is with Floyd Burroughs and Associates, Inc. in the amount of \$3,915.25 increase. Motion to approve made by Steffanie Owens and seconded by Jeff Hardin. Motion carried unanimously.

**IN THE MATTER OF APPROVAL OF DRIVEWAY PERMITS**

Commissioners approved the following Driveway Permit upon motions made by Steffanie Owens and seconded by Jeff Hardin. Motion carried unanimously.

D11-18          Gary A Tubbs          1100N, 429 ft E of 400E, S side          Monroe

The next regular meeting is set for September 6, 2011 at 10:00 a.m.

There being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS

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