

**MINUTES
COUNTY COMMISSIONERS MEETING
AUGUST 31, 1992**

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 Public Works Director)

Meeting Adjourned @ 7:25 p.m. 26

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The Board of Commissioners of Vanderburgh County met in session at 5:30 p.m. on Monday, August 31, 1992 in the Commissioners Hearing room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the participants, introduced members of the County Staff and asked the group to stand for the Pledge of Allegiance.

RE: JR. LEAGUE OF EVANSCVILLE - VICKIE WARREN

Commissioner McClintock said members of the Jr. League of Evansville are present this evening. Spokesperson for the group is Vickie Warren, who was the Chairman for the Wesselman Park Handicapped Playground project.

Ms. Warren acknowledged the introduction and said she is here today, along with the President of the Jr. League and they would like to take this opportunity to bring the Board up to date concerning the handicapped playground and also express their deep gratitude and sincere thanks for the gift bestowed on the project by the Commissioners. The Over the Rainbow playground is the first such playground that integrates both able bodied and special needs children and it's the first of its kind in this regional area. It was a joint project of the Jr. League and several businesses and industry and totaled about \$140,000. This last \$5,000 was probably the toughest to raise. She thinks in any project when you get to those last few dollars -- it is to tough to get the resulting amount needed to pay for the special adapted equipment. The Commission has come through for them and they are very, very happy and very thankful that the County Commissioners have given them this gracious gift -- and the name Vanderburgh County Commissioners will be, of course, inscribed on a plaque and placed within the playground in and of itself. (Ms. Warren then requested permission to take a photo with the Commissioners.)

RE: OLD COURTHOUSE PRESERVATION SOCIETY - FAYE GIBSON

Ms. Faye Gibson, Executive Director of the Old Courthouse Preservation Society was recognized. Ms. Gibson said that first of all she would note today's meeting agenda reflects "Faye Gibson requesting \$50,000". She would hasten to point out that the request is on behalf of the Old Courthouse Preservation, which is not mentioned on the agenda --and she wants to make that perfectly clear.

In 1991, for the first time the Old Courthouse Preservation Society came before the Commissioners to request a \$50,000 County grant subsidy for their operating budget. This was a little different in that it wasn't specifically labeled for a cupola restoration project or whatever and a great deal of detail went into explaining the wheres and whys of that for last year. Tonight she is here to ask much the same thing for 1993. To give the Board an update on where the Society has come during 1992, and explain the rationale for a grant request for continued funding in 1993. Basically, in 1990, \$6,000 was lost by the Society in its operating budget. In 1991, \$11,000 -- and they projected \$16,000 for 1992. The majority of this deficit was directly related to tenants in the building, as discussed last year. They have attracted three (3) new tenants to the Old Courthouse at the beginning of 1992, so fortunately the deficit for the Old Courthouse for 1992 may be closer to \$10,000 as

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opposed to \$16,000. However, as can be seen, it is still in the red and not in the black insofar as operating as an office building. To give a direct comparison, in 1989, \$76,000 was raised in that given year from renters in the building and it will be closer to \$50,000 in 1992. Even though they have the three new tenants in the building, because they are small, new enterprises, they can anticipate only about an additional \$8,000 to be generated in 1993 from those three new tenants. Again, saying they are new enterprises, they hope they will succeed and that they will stay with the Old Courthouse. They are also hoping no other tenants move out of the Old Courthouse. The Society works very hard at offsetting this operational deficit through their own efforts -- such as fund raising through craft shows, the sale of Jerry Baum's Old Courthouse prints, renting of their Wedgewood Hall, their reception facilities, etc. But in the long run, what they end up doing is offsetting the operational deficit as an office building through thousands of dollars raised through these fund raising efforts so that by the end of the year they have maintained the building, but they haven't made great strides in repairing or restoring the building.

In 1992, what they've been able to accomplish with partial funding through the County, the Department of Metropolitan Development, they have undertaken repair of the windows in the building and, hopefully, by the end of the year yet they will have all the exterior of the windows painted. Those projects are out for bid right now. They've also been getting estimates for making the lower restrooms in the building handicapped-accessible. That may cost around \$12,000. These are projects they're looking at this time which they think are necessary for the building in order to enhance the building as attractive office space. Additionally, they have window air-conditioning units that are at least ten years old, if not older and they need to develop a maintenance and/or replacement schedule for those units. Again, there are lots of projects which still need to be accomplished. They are holding their own, but they have not yet gained enough ground to come up with \$12,000 for handicapped restrooms or whatever it might for a replacement schedule for the window air-conditioning units. Therefore, They have submitted a \$50,000 grant request for consideration in 1993. If there are specific questions, she will attempt to answer same. The Commissioners do have before them various documents from the organization that show the Operating Budget and a Three Year Financial Analysis of where the Society has been.

Commissioner McClintock said, "Faye, I think when we discussed this last year we had some concern about getting into an annual underwriting of the deficit of the Old Courthouse. We went ahead and made that grant and the majority of it did go to improvements of the Courthouse, but the deficit is not nearly what we granted last year. I don't know about the other Commissioners, but I continue to have that same concern. My preference would be to see the funding -- at whatever level it ends up being -- to be based upon what physical improvements are going to be made over there, as opposed to working on the operating deficit."

Ms. Gibson responded, "The crux of where we're at is that we're able to break even every year by offsetting the deficit from tenants. We're able to offset that through fund raising directly through craft shows or the various other aspects -- corporate gifts or individual memberships. But then by the end of the year we are at a break even point of maintaining the building, but we haven't taken that quantum leap to have a spare \$30,000 to \$50,000 for handicapped accessible bathrooms or new window air-conditioner units."

Ms. McClintock said, "I guess I'm a little confused. So you're asking us for money for the quantum leap?"

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Ms. Gibson said, "Yes."

Ms. McClintock asked, "Not to offset the deficit -- but to do the physical improvements..."

Ms. Gibson interjected, ..."That would enhance the Old Courthouse as a viable office building so that, hopefully, more and more tenants will be attracted. Specifically, on the grant request that we turned in, we highlighted 'The air-conditioning units are a major concern; electrical upgrading (we have several areas that need to be upgraded that can adapt to this day and age when people bring in lots of computers, etc. There are a lot of areas in the building where the electrical needs have not been researched for quite a while."

Ms. McClintock said, "In looking at next year's project proposal -- new window air-conditioning units, continuation of room restoration, electrical wire upgrading -- I don't have a problem with any of those things. It occurs to me, however, that the final item (restored Courtroom) would be one targeted room where restoration work is definitely needed. But that is not logically a space that would provide you with more rental income on an ongoing basis."

Ms. Gibson said, "That is probably a valid point. We, being the overseers of a historical landmark oftentimes have to look at things that also enhance it as a historical landmark, which is indeed the old courtroom -- and if I had to target a room in the building that was in the worst shape right now as far as electrical needs, window repair, etc., it is the restored courtroom. I agree with you, Carolyn, that it may not at this point generate revenue."

Ms. McClintock said, "Well, we're trying to get you to a point where you're going to have more ongoing tenants in the building so you'll have regular income. But then, hopefully, someday you won't have to come back to the County to get that kind of money. It seems to me that we ought to first do the rooms that would logically make the best office space to provide for tenants."

Ms. Gibson continued, "Well, I, as building manager, have to agree with you. But I also have to get my plug in for historic preservation."

Commissioner Borries commented, "I had some ongoing concerns last year, Faye, regarding what I felt were I'm sure as a wish list were some needed items -- but specifically I have a problem with lights when you have so many other needs -- particularly outside lights -- that I frankly didn't feel would enhance the use of the building. So I want to be very clear that we're not doing lights."

Ms. McClintock asked, "And the electrical work is not to help the light project?"

Ms. Gibson responded, "Right."

In continuing, Mr. Borries said, "I would want to share some of the concerns that Carol has mentioned. I'm not a property manager, but we have a couple in the audience. But it would seem like -- do you have to replace every air conditioner? All of them at once this year?"

Ms. Gibson responded, "No."

Mr. Borries asked, "Don't we phrase things in? I would prefer to see some kind of more specific type aspect. Since the ADA (American Disabilities Act) is now in effect, are we now meeting the code? I mean, that's the law -- we don't have any choice on that. If you haven't done those, those things have to be done."

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Ms. Gibson responded, "Correct. And, no, as of right now we do not meet that code."

Mr. Borries continued, "Well, that's Job #1 and I certainly would spring for that kind of funding first and foremost. I'm not opposed to a flat grant like that, but I would certainly want to see more information as to exactly where everything else is going. If we want to upgrade electrical things, maybe we could get creative and central air a portion of certain areas -- I don't know. But it would seem to me that if we could begin to look at air conditioning certain zones of that building to enhance your use for perhaps offices, I just have a problem with replacing every window unit all at once like that -- I just don't know how effective that is. But, again, my final point and then I'll shut up on this. But I strongly urge that we need then to address what we need to do to come into compliance with the ADA and do that right now."

Commissioner Hunter stated, "I am inclined - ADA is not even questionable. But I would prefer seeing the money going to enhance existing rooms that are potential income producers. I think that is critical. I think it is very critical that we get money coming in down there and then we can go from that point and begin to do the courtrooms and what have you. But I would lean in that direction."

Commissioner McClintock asked, "Could we do this, Faye -- could you come back to us with a specific line item budget? Or, not line item budget, but project budget? We need to spend \$12,000 to meet ADA codes; we want to spend \$5,000 on the air conditioners, etc.?"

Ms. Gibson responded, "Yes, because we are getting estimates on all the work now anyway."

Ms. McClintock continued, "And then you can come back and we can look at it and see what portions or all of it or...."

Mr. Borries asked, "Is your heating okay?"

Ms. Gibson responded, "Yes, it is -- it's fine. Luckily, a new boiler system was installed in 1986, so we're still in top-top shape there."

Mr. Borries said, "As we go into the winter season, it sounds to me as if we could watch our electrical usage there. But I would like to see an immediate needs itemization on the things that would bring us into compliance with the American Disabilities Act."

Ms. Gibson replied, "Okay -- we'll do that."

Commissioner Hunter asked, "Do you have rooms down there now that are not rented or have never been rented that you're looking at as potential income producers?"

Ms. Gibson replied, "We have what I call three varying stages. We have some that have been totally restored. Most of my restoration efforts in offices have been in offices on the first floor over the last four years. We're working on Room #100 right now, which will be the last office on the first floor and we will then have the entire first floor restored -- just beautiful office space. Currently the second floor houses two theaters and our restored court room, and it's really kind out of the picture in the immediate future insofar as additional renters on the second floor. That then leaves the lower level and the third floor. The third floor is in fair to good condition -- but not as totally restored yet as the first floor. I would say there are perhaps four rooms on the lower level that I consider right now unoccupiable. Not that they're dangerous or anything like that -- we'd just need a lot of work on those four rooms which, in the past, were used for

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storage, etc. But conceivably, they could be converted to office space. They are symmetrical for such and it could be done. It is just going to take more money in those rooms than in some of the rooms on the third floor."

Mr. Hunter asked, "So could we put the thrust of our money -- could we prioritize the ones that are in the best condition and require the least amount - so we can get the greatest amount of square footage available?"

Ms. Gibson responded affirmatively, saying that logically that is the third floor right now.

Commissioner McClintock asked Ms. Gibson to let B. J. Ferrell know as soon as she gets the list completed, so this matter can be placed back on the Commission agenda.

RE: GREEN RIVER RD. PROJECT - BARBARA CUNNINGHAM

President McClintock said that this matter (Item "b" on the Action agenda) has been deferred at the request of Mrs. Cunningham.

RE: COUNTY GARAGE - CONTAMINATION

Continuing, Ms. McClintock said this concerns a request from Norris Robinson, our Insurance Risk Manager, who has been working on the problem at the County Garage and, specifically, a large hole filled with petrochemicals and contaminated water on the garage site. Mr. Robinson is very concerned about this particular problem and he cites the reasons, those being land and stream pollution and extreme liability hazards, since the liquids are very toxic to humans. There are people living near the garage whose water source is well water. Thirdly, our liability policies haven't, don't, and won't provide any coverage for this problem. And, finally, the hole is deep enough and sides steep enough that if someone falls into it and no one else is around -- especially in cold weather -- they will probably die. Therefore, he would like us to take action immediately. He has discussed this with Donan Engineering, who is our consultant on the County Garage contamination problem -- and has received two cost estimates on fixing this problem at the garage: One from Roy Sampson, Inc. for \$2,560.00 and one for First Recovery, Inc. for \$3,240.00. Mr. Robinson is recommending upon the recommendation of Donan Engineering the bid from First Recovery, Inc. in the amount of \$3,240.00. He did have a discussion with Mr. Helms of Donan and their firm recommends First Recovery as being the most competent of the two firms that have bid on this particular project. It is not an item that has to be bid, but she did ask him to obtain the two different quotes for the work. Ms. McClintock then entertained questions.

Commissioner Borries asked, "On what basis is he saying that they are the most competent? Is he saying -- the price difference is about \$800. Now, that may change. Sampson apparently puts in a trucking and labor charge. First Recovery does not -- says it is not applicable. Yet, their fees are still higher than Sampson's. I don't know anything about either of the two firms. Do you think we could perhaps obtain more information?"

Ms. McClintock responded, "You know, Rick, I don't either. But one thing I do know, since this has become a problem there have been a lot of companies start up in this kind of disposal business and some have much more experience and expertise than others. I know there have been a lot of complaints about some of these companies -- you know, this is going to be big business. If you'd like to wait a week I could ask Norris to have Mr. Helms attend our meeting and explain it."

Mr. Borries said, "I would. He indicates here that he -- Donan is more relaxed on this matter than I would be. The hole has been

there, of course, for quite some time and I would have some concerns on that, too. I just can't quite figure out here what he's trying to do in terms of his cost estimate - because, again, the other group seems to be rather specific in terms -- they even forwarded unit costs, number of hours, etc. -- and this group just says 'not applicable'. The rest of it seems to be kind of the same except that the unit cost is considerably higher under this First Recovery. I suppose Donan has done this work since (what was the name of the group that was out there before that gave us) -- Heritage Remediation? And Donan has been working on it since that time, is that correct?"

Ms. McClintock responded, "That's correct."

Mr. Borries stated, "Pumping the hole dry. Well, I'd like to have a little more information, if I could, next week on this."

Ms. McClintock said, "Okay. We'll have B. J. talk to Norris and have him come to the meeting."

RE: ENFORCEMENT OF DUMPING ORDINANCE

The meeting continued with President McClintock saying each Commissioner should have in his packet a copy of a letter from Ziemer, Stayman, Weitzel & Shoulders regarding the enforcement of the Dumping Ordinance. As mentioned at the last couple of Commission meetings, it has been increasingly difficult for us to get some of these dumping ordinances enforced. She had asked Gary Price to look into what we could do, if anything would have a greater effect upon these property owners than a \$10 fine. The result of that investigation is in front of the Commissioners. "However, we as a Commission and I can understand if you'd like to discuss this again next week -- we need to decide what our stance is going to be on these issues. We could still have the County Attorney bring them to us if you would so desire. But this would take a turn really to the much stricter enforcement of that and that generally has not previously been the policy of the Commission. We've just had the agencies (Health Department and Sheriff's Department) enforce these as they have seen them and we have not used all of our resources to enforce these ordinances. Specifically, we have not, to my knowledge, ever initiated any kind of legal action against the property owner. Or, the other thing that can be done is go ahead and do the clean-up and bill the property owner. On some cases, as with the pits, the property is not valuable enough that if we then place a lien on their property we would then become the proud owner of some of those. But I do think it is an issue we need to discuss. Gary Price will be here next week and he is the one who has done all the research and would probably be the appropriate person. Over the next week you can think about how you feel about enforcing some of these problem areas. I don't think we have to establish a policy that would apply to every piece of property -- we may want to say, 'Come to us if you have a problem and then we'll instruct the attorneys to file a suit or file some kind of action against these people'."

Mr. Borries said, "Well, it's a real difficult issue. I remember very clearly where this County did aggressively pursue one individual in a rural area who was clearly in violation. In fact, the Courts found him to be in violation -- of just about any kind of situation you'd want to think of in terms of dumping or having litter on his property. I remember appearing in Court. I remember charges of harassment that his attorney brought to us that we were harassing him. I think he was convicted by the Court. He has since been cited again, I think, for even instances of animal cruelty; neglect on his property; and, to the best of my knowledge, he still owns that property and is still doing the same thing. So this is a very difficult thing. I'm sure you're well intentioned. I would want to try to enforce the law here, but I think we have to be very careful. I know this individual has ended up in Court. I

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remember being involved in this matter. I, personally, feel that to the residents who live nearby that it is a disgrace. This individual has been in Court; he has been cited. I don't know whether or not he has been fined. If there is a way to produce like a lien on someone's property who is either, for whatever reason, in defiance or simply will not bring it into compliance, I certainly would support that. But I am just saying from my own experience that it is a very frustrating situation here -- because we have aggressively pursued these things. Again, I can recall this instance particularly. I remember the man in Court. Again, there have been further cites since that time about his condition of certain animals kept on his property -- at his residence. When you talk to them his neighbors get mad. So I would certainly want to consider this and I certainly would want the input of the attorneys as to what our grounds would be should we get into this. And you're right -- the pits are a very difficult situation that have come up since then. But, as I say, this individual -- it's really a very frustrating situation. "

Ms. McClintock said, "Well, Gary will be here next week and I'll give this to him so he can think about that. While we're on the subject of the pits, I did want to say that Mark has been working with IDEM and we all have been trying to keep the pits at the top of their agenda. As of August 25th, Mr. David was cited again by IDEM and does have 30 days to clean up his property. They are now saying that previously they had cited him but then they tried to go back and get the people who were dumping. Now they're saying, 'It's your responsibility; you own the property; you have not tried to prevent anybody from dumping. I'll have Mark make a copy of both of these letters for all the Commissioners and then we've got a couple of people -- I'm sure the same people contacted you all -- that I've asked him that whenever we get a copy of something like this to send a copy down to the residents down there so they're kept updated on what we're trying to do for them and what the State is trying to do for them. It looks like, hopefully, the State is pursuing that."

RE: EICKHOFF-KORESEL ROAD -- SUGGESTED NAME CHANGE

About a month ago our engineers had asked to try to come up with a name change for Eickhoff-Koressel Rd. To date we've received two pieces of correspondence; one from USI; they had names submitted by the USI Student Government Assn. The West Side Improvement Assn. also submitted five names. They did vote that they liked the name of USI Parkway. Their reasons for selecting this name was that people from the other areas needed to be identify rapidly the road to the university. Secondly, because WIA will be intent upon making the road beautiful so the environmental impact upon residents in this area will be lessened. Their number one choice was University Parkway. They also suggested Western Loop, David Rice Memorial Drive. David Rice has asked that this not be named after him. William Moutoux Thoroughfare, and USI Parkway. The students from USI have suggested the following:

- *USI Parkway
- USI Expressway
- *University Boulevard
- *University Parkway
- Eagle Run Road
- *David L. Rice Parkway
- Eagle Expressway
- Triple By-Pass
- *Southern Indiana Expressway
- Southern Indiana Riceway
- *Mid-America Parkway
- Westside Bestside Parkway
- Evansville Express

Commissioner Borries said the longer we let them work on that --

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the more interesting. We ought to let them keep working. They've got some real interesting ones there.

Ms. McClintock said the serious choices are starred (*) She said she would sort of agree that it would be good to have something in the name that relates to the University. She thinks that only makes good sense.

Auditor Humphrey asked if they still have the Mid-American singers out there, and Ms. McClintock responded affirmatively. She said both WIA and the Student Association both have University Parkway and USI Parkway on their list. So those are really the only two that are common names on both lists. She then asked the Board what their pleasure is.

Commissioner Borries asked if a decision has to be made today and Ms. McClintock answered that it does not.

Mr. Borries said he thinks USI Parkway is fine.

Ms. McClintock asked if he thinks University Parkway is okay -- but be signed USI Parkway? She could support that.

Commissioner Hunter said if we go with that, he'd like it to be University of Southern Indiana Parkway.

Mr. Savage said they don't like long names on signs.

Ms. McClintock said the sign could just have University Parkway on it.

Mr. Savage said that sometimes the name posted is the name that gets onto maps. That's just a thought.

Mr. Jim Morley was in the audience and said he's had to battle through all the change in his correspondence on Martin Luther King, Jr. Boulevard at his office. And you get so long -- why not keep it simple? USI -- and everyone knows what it means. Why not make it official -- and then you don't spell out the long legal name of the street. He'd suggest either University or USI. Also, if you name it Expressway or Parkway or something like that, people expect it to operate like an expressway.

Ms. McClintock said, "We're not going to say 'Expressway', because this is not an expressway. And, people expect a lot less on a Boulevard than they do a Parkway."

Ms. McClintock asked, "Isn't this road to the University called University Boulevard? 8600 University Boulevard?"

When responses indicated it was, Ms. McClintock remarked, "Then we can't use Boulevard". I'm not sure we can do that -- because we thought of naming the new bridge Tekoppel, because it was supposed to be an extension of Tekoppel we thought it made sense and somebody said we couldn't do that. Why don't we ask Dave Savage to double check and see if we could do University Boulevard -- if we could just extend that all the way out to the end of the project?"

Mr. Borries asked, "Then what happens to Eickhoff-Koressel? Are these roads still going to be a part of -- we receive some reimbursement from the State, I'm sure, in terms of gasoline tax allocations and that type of thing. Are these going to remain viable roads?"

Mr. Savage responded "The public roads will remain viable roads. The naming of the extension runs further north. There is still going to be an Eickhoff and a Koressel Rd. That is why they didn't want this road called Eickhoff-Koressel."

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Mr. Borries asked, "This is not going to replace it along any section of that? I can't remember the route."

Ms. McClintock stated, "We haven't decided on the route."

Mr. Savage noted there will still be a section of Eickhoff and a section of Koressel left.

Ms. McClintock said the majority of it will not affect those now freestanding roads -- at least that is what the engineer told her. She then instructed Mr. Savage to obtain information prior to next week.

RE: AGREEMENT WITH PIC FOR PROGRAMS UNDER JOB TRAINING PARTNERSHIP ACT

Ms. McClintock said the Commissioners need to sign this agreement. It is a multi-county agreement with Mt. Vernon, Posey County, Evansville, Vanderburgh County, Boonville, Warrick County, Tell City, Perry County, Rockport, and Spencer County.

Motion to approve the agreement was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: RESOLUTION ADOPTING THE 1991 OEPD

President McClintock stated that Norm Wagner is Chairman of the 1992 Overall Economic Development Program and several weeks ago they provided each of the Commissioners with a copy of the 1992 Annual Report. What they are asking for is a Resolution by the Board of Commissioners adopting the OEPD. (Copy of Resolution attached hereto.)

Motion to approve was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered. (Mr. Borries noted he will change his middle initial on the Resolution. They have an "L" rather than a "J".)

RE: DATA PROCESSING/ATEK-DEFAULT OF CONTRACT

Mr. Roger Elliott of SCT was recognized. He said he comes before the Commission tonight from the Data Processing Board with the recommendation that ATEK Information Services be considered in default of portions of a contractual arrangement between the City of Evansville and Vanderburgh County for the providing of hardware and software maintenance services. Also, that the County and the City will notify ATEK that if they do not resolve the cause of the default by September 25th that those portions of the contract between the City and the County and ATEK Information Services will be considered terminated.

Ms. McClintock said she believes both of the other Commissioners were provided with a note from Bettye Lou Jerrel on this issue. Basically, we need to serve this notice that if ATEK can't live up to their contract, then we're in a position to terminate the contract and start anew so we can protect our investment in very expensive equipment. She then entertained a motion to approve sending ATEK the notice.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Commissioner Borries asked Mr. Elliott where we are now with providing services and improving our ongoing kind of functions.

Mr. Elliott said that we are capable of continuing but, as an example, if he had to provide the newest version of a particular piece of software -- he may not be able to at this point. We're

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working toward a resolution of that by means other than normally utilized. We do have a problem. We called the Henderson office and asked for digital assistance. They have been very kind in offering us assistance to resolve issues.

Mr. Borries continued, "When we went through this huge thing, which is still probably not over -- this whole conversion -- and he remembers that these folks, along with the hardware, the digital were highly recommended at that time -- they had references and contract with a number of other counties in terms of software. Is that still the case? Are they still a presence in Indiana?"

Mr. Elliott responded, "They are still a presence in the State of Indiana."

Mr. Borries asked if Mr. Elliott is still in contact with them or could be, in case he does run into problems. He recalls that Monroe County was one

Mr. Elliott interrupted by stating that Monroe County has a different set of problems -- but they are having their problems also. However, he is in communication with them and can ask for information if he needs it.

RE: COUNTY ATTORNEY - JEFF WILHITE

Amended Lease re School Corporation: Mr. Wilhite indicated he has submitted his written report. The first item is a Lease modification with the Building Authority -- among the City, the County and the School Corporation. The Commissioners may recall that last year at the end of the lease the School Corporation realized that they would not own property right outside their door and parking area. We agreed that this was a problem for them and also agreed to negotiate and change the lease to allow that when the document expires they will get that ground. He is sending this for the Commissioners' signatures if this is still the Board's desire. The amended lease gives the School Corporation the area described in his letter. The Board has already passed a Resolution agreeing to do this --- all they have to do is execute the amended lease tonight.

Board of Review: Mr. Wilhite said that a couple of weeks ago the Board asked him to look into the August 6th County Board of Review meeting to see if any individual taxpayers from those meetings would not have any remedies to appeal any adverse decisions to help them decide if we should pursue any litigation, ourselves, as a Board. Three things were voted on in that meeting. The first two dealt with schedules and exemptions filed by taxpayers -- that the Board approved. So taxpayers were coming to the Board of Review for approval of documents and the Board of Review approved same. So those taxpayers were not harmed; they got what they wanted from the Board of Review. The third and final area was the Form 130's, where the taxpayers were asking the Board of Review to change some assessments. The Board of Review grouped those, denied them all -- probably denying the taxpayers of what would truly be considered a hearing that they are entitled to by Statute. But those taxpayers do have a remedy. That remedy is to appeal to the State Board of Tax Commissioners. They can do that within thirty (30) days of receiving their notice of the Board of Review's decision. "So the answer to your question is, I could find no evidence of any taxpayer whose matter was voted upon in that meeting that does not have some remedy. I believe you have already instructed me, and we've notified the Board of Review of the Open Door Law and what it required. Since no individual taxpayers have been harmed, I'm not at this point recommending or seeing a need to pursue anything further, unless you instruct me otherwise. That's all I have."

RE: COUNTY ENGINEER - DAVE SAVAGE

Greenbriar Hills Subdivision/Bob Court: Mr. Savage said the first item he wishes to discuss is not on the agenda. The Board may recall that some time ago there was a drawing with some pictures (which he has if the Commissioners want to refer to same). There have been some flooding problems out there and there are some landscaping features which have been constructed in the drainage easement which fall outside the jurisdiction of this body. But it has become apparent that they are causing water to back up and flood the road out there and if it's okay with the Commissioners, he would like the legal people to pursue forcing these folks to clean out this drainage easement to try to help get rid of this problem. He is not sure that cleaning this drainage easement is going to take care of the whole situation. But if it's the proper thing to do, he feels like it's the only course of action we've got right now. There is also a piece of private property that is a natural drainageway that goes through a woods that is blocked up in several places. There's not a drainage easement -- it's just a natural drainageway and, as he understands it, there is no way we have to force a property owner to clean out a situation like that. But he believes (and correct him if he is wrong) that since it is causing a problem on the public right-of-way -- that if we got the property owner's permission that we could go in and clear some of the debris in that ravine. So, if he could, he'd like some direction from the County Commissioners.

Commissioner McClintock said this is that longstanding problem we've had prior to Bob Court and some more concrete being put in there basically. The County couldn't do anything because it was not affecting our easements. But now we've got water backing up on our easements and County roads -- is that not correct -- that is creating a safety hazard. So now it is the opinion of our attorney and our engineers that we should ask that these people remove those artificial (whatever you want to call those things they put in their backyard).

Mr. Savage said there are a couple of bridges built down in the right-of-way and there is some rip-rap that is stacked up.

Ms. McClintock said she guesses it was a disaster with the hurricane rains.

Mr. Savage acknowledged we did get a lot of phone calls. Mark fielded most of it.

Mr. Hunter asked, "What about the farmer who has the item crossing the creek that is obviously...."

Mr. Savage replied, "Well, besides -- there is the drainage easement --(displaying a map, he said)... 'This is Bob Court, this is Old Petersburg Place, and this is Greenbriar Hills. This is the new section of Bob Court put in this summer. This is the drainage easement back here, where there are various things constructed within it. And it outfalls to this ravine where there are some log jams and there is a pipe -- not a small pipe (but it's not nearly as big as it probably should be). But I don't know what we can do with that without declaring it a legal drain. I would propose to go ahead and move on the other stuff. Mr. Morley might have some comments on that small pipe that is in there.'

Mr. Jim Morley of Morley & Associates stated, "I received a telephone call at the office from Darryl Rice. He said that the problem will be taken care of. He was going to talk with the farmer. I never followed up on it to find out -- and he had no further explanation on the pipe culvert that is way too small. He could turn that person into the Indiana Department of Natural Resources for enforcement action, since that drainage basin is far more than one (1) square mile. And I am sure there is no permit for that pipe. So he could do some kind of - you know, turn him in on the pipe. But that still doesn't unplug the creek where it has

those big trees blocking it.

Mr. Borries asked, "That creek, though, is not a legal drain. Correct?"

Mr. Morley said that is correct. You can force the issue by making it a legal drain and that way you can collect some money from people out there to make the correction. Or, you can do it in the informal way that Dave is talking about -- securing an easement or provision to enter on the property and remove that creek blockage with highway forces -- because of what it is doing to the highway. None of the persons out there have received any water inside their homes. The problem is water in the street.

President McClintock asked, "So what you're suggesting today is that we go ahead and notify these people to take these structures out of the drainage easement? And that we continue to work with Darryl Rice to see if we can get the farmer to take it on his own to remove what needs to be removed from the creek bed so that the water will fall?"

Mr. Morley responded, "You know, the farmer might do that. Typically he is under no obligation to maintain that natural stream."

Ms. McClintock asked, "Why don't we try that first though?"

Mr. Morley replied, "That is fine -- but it just may be too much for him. They are big trees and I don't know what kind of equipment he's got -- but they're big trees that have fallen across the creek."

Mr. Borries asked "Have we determined that it is on this farmer's property? Is that correct?"

Mr. Morley responded affirmatively, saying the creek blockage is on this farmer's property. The thing is, it's probably an absentee landowner tenant farmer, I believe. It isn't a person who lives on the land and farms his own land -- it's a tenant situation and that sometimes makes it more difficult to get the tenant farmer to do the clean-up work. Portions of the property is industrial; in fact, portions have been zoned industrial - they were just never developed.

Ms. >McClintock said what she would like to do is to go ahead and serve notice to these people to take stuff out of the drainage easement. Turning to Mark Abell, she said, "Mark, we'll have you work with Darryl Rice to see how he is going with the farmer."

Mr. Abell said, "I did speak with the County Surveyor about that and he offered his services if we can get the farmer's permission to go in there. He offered his services to clean it up."

Commissioner Borries stated, "I'm sorry, I'm probably too conservative on that. But, unless we can declare this a legal drain, I do not like the precedent of setting up to put our County Highway folks into an area that I do not see as County right-of-way. It simply is not defined to me. Now, that's my personal opinion on this and I think we're getting into a situation. I can support the other things here in terms of notifying those people. I can support the aspect of citing previous Drainage Board codes and cites on milars and plots to say that these things should be kept clean as per Drainage Board rules and Drainage Board approval. But I cannot -- at this point -- support sending County forces just because someone says that it is okay -- until we have adequately thought this through."

Ms. McClintock interrupted, "All right - but that is not what we're asking today."

Mr. Borries continued, "We're setting a precedent here that would really cost us a lot of expense and headaches and possible legal action."

Ms. McClintock again said, "That is not what we're trying to do today. What we're trying to do today is a motion (which you just said you'd make)to request those people to clear those off the drainage easement -- that's all we're doing today."

Mr. Hunter said, "I will second the motion."

Ms. McClintock said, "I will so order...."

Mr. Hunter interrupted, "Now wait a minute. I've still got some problems with this. During the last seventeen or eighteen months I've spent more time in Old Petersburg Place than I'd like to. Jim, I guess the question I'm going to ask you is the comment I've got from the homeowners in Bob Court. They swear up and down that there was no problem until the completion of Bob Court this summer. If we go through and they still have water problems lower than Bob Court, what are we going to do?"

Mr. Morley responded, "First of all, they had problems before Bob Court was built. I've been out there. I drove out there when the stream was deeply under water -- so this was before Bob Court -- about three or four years ago. So the problem has been in existence before this. Anybody who says it was after this summer is wrong -- it's been there before. And great quantities have been there for quite a while. The first step -- and my point is that you have to attack it one step at a time -- you have to get those homeowners to unblock their drainage swale, because from what the landowners out there reported to us, they actually had water coming into the stream out of the inlets. They reported to me that water was coming up out of the inlets into the stream. The only way that can happen is because the drainage swale back there is blocked with all these bridges and rip-rap. You get that out of the way, then Darryl can induce the farmer to pull some of those logs out and get this culvert changes. These are things that have to be done, but I'm not sure that I can give you an absolute guarantee. But they need to be done first. I don't know that this is all of the problem and that this will address all the problems. But you've got to start and you've got to start with what is obvious. So you're not making a wrong move by doing this -- but I don't know all the other intricacies of that creek and what is going on out there. So you're not wrong to take this action. This action needs to be done no matter what. Then if we still have problems, then later there may be something else we need to look at."

President McClintock asked if we should Mark (Abell) or somebody contact the DNR about that culvert? Shall we see if we can get them?

Mr. Savage responded, "Let's try to work with the farmer initially. We might make an enemy."

Mr. Morley commented, "I think you're wise to do that. If the farmer has already said he will change it, then if you get cooperation then I wouldn't turn him in. If you're not going to get cooperation, then turn him in."

Ms. McClintock said, "All right."

Mr. Savage asked, "Are you done with that part of it?" Okay.

Greenbriar/Acceptance of Streets & Drainage System within the Streets: Mr. Savage said he would propose we hold onto this until we get some initial steps done -- not necessarily for years, but for some period of time -- because it does appear to be worse this

summer. Maybe because we had heavier rains or maybe the new street is contributing to it.

Schmitt Lane: Mr. Savage said he believes the Commissioners are probably familiar with this. This is a resurface project that was done on last year's resurface contract. It was done early this year. They are putting curbs on some of the street and as Schmitt Lane goes down a hill toward St. Wendel Rd., there used to be concrete gutters on the outside that caught all the water and took it down -- even past the intersecting street. It just carried it right on through the street. Those gutters were taken out and curb was put in some areas and we've had some situations where there's flooding. A basement has been flooded and a guy's driveway that was built in the drainageway -- not a drainage easement, but just in a drainageway -- it's been washed out. We've tried to look at what we can do to correct these situations and the situations keep growing each week. Every week we get another call about a different aspect of it. It's getting so involved that he really wanted some direction from the Commissioners. It appears that the cheapest way to not necessarily take away the problem, but to deal with it in a fashion that would satisfy the homeowners -- is going to be to do something off the right-of-way (which that is very controversial thing to do and he is not clear as to when we can and when we can't. So he needs some direction. In one situation we've got -- where the basement flooded -- he doesn't know if it's because we've gotten heavier rains than we've ever gotten before -- but they have a flat driveway area about 30 ft. off the road. It's really only about 100 ft. of pavement that is now draining over onto that area that it wasn't before -- but they are flooding now. The options are to put curb in on the right-of-way all out in front of the house to carry that water away and then curve down the hill on another street to keep it from dropping off in one place and washing out the road. We could do all of that within the right-of-way for probably \$1,000. For \$200 we could probably put in a trench drain in front of their driveway or pay them to do that and it could also take care of the problem.

Ms. McClintock asked Attorney Wilhite if we can do that?

Attorney Wilhite replied, "Frankly, the only thing I've researched in the past is what we can do in the right-of-way, but I can check that."

Ms. McClintock asked him to do so.

Attorney Wilhite asked, "You're saying as a practical matter -- not that it should influence the decision -- it is a lot cheaper."

Mr. Savage said, "It appears to be a lot cheaper to take care of it off the right-of-way in that particular instance."

Mr. Wilhite asked, We'd have the permission of the landowner presumably?"

Mr. Savage responded affirmatively.

Ms. McClintock asked, "Is it all right if he does that?"

Mr. Savage replied, "Yes, that's fine. I think that as long as these folks know that there is some motion being made and it is not dragging on forever."

Proceeding, Mr. Savage said the other situation is downstream from this. If we stay on the right-of-way, keep this water off and drop it all off in one place -- it increases the flow of water that is going to come through a culvert and over on him. And it has already washed out a driveway that he built up. He will be satisfied and it appears if we're not looking at private and public, the best thing to do would be to put in a culvert through

this driveway area that he built up that is off the right-of-way. And there is really nothing that can be done to help this guy other than putting in a culvert off the right-of-way. Now, if we don't and we put all curb in and increase the water to him, he will be less impacted. So if we could take the first one and get off the right-of-way and put in the trench drain, and save some money, the problem won't be as bad for him and we'll have less problems there in the future. So it's kind of a Catch 22.

Mr. Wilhite asked, "Will he still need the culvert though, with the trench drain on the first one?"

Mr. Savage said, "In his mind right now, yes -- probably so."

Ms. McClintock asked, "Why doesn't he put the culvert in?"

Mr. Borries remarked, "Yes, I just don'tDavid, I mean I'm sure you're well intentioned and I want to save money as badly as everybody else -- but we're going to get into a situation then -- it's this guy. And then the next guy comes in he says, 'No, you got those two guys and you didn't get me and now I've got a problem. Now you've got to come back and get that one. Now I've got a problem and you've got to come back and do that one. Maybe we ought to look at what you're talking about in terms of the curb all the way through."

Mr. Savage said, "But we've got to drop the water somewhere -- it's going to run through his yard."

Mr. Borries said, "Okay, explain to me, again. I guess I missed what you said to begin with. What has caused the drainage problems to change? That we did -- that the County did -- on the County right-of-way. There used to be a gutter at the side of the road (there is no curb -- but there was a gutter -- on each side. And instead of going on down the hill it carried it past that street -- there was a bump when you pulled across the gutter and dumped it out on St. Wendel Rd.

Mr. Borries asked whose gutter it was? The County?

Mr. Savage said it was in the County right-of-way. It was part of the street.

Mr. Borries asked if it was a concrete gutter?

Mr. Savage said it was a concrete gutter that was poured at the side of the asphalt street -- and they should never have covered it up -- just widened the road slightly.

Mr. Borries asked if we have enough room to put another gutter in there?

Mr. Savage said that unless we want to cut part of that side street out and carry it cross the street -- that would be very costly and I don't think we could do it to make it look like it was supposed to have been done.

Ms. McClintock asked if this is a new side street?

Mr. Savage said, "No,, it has been there for years - Laura Lane."

Mr. Hunter asked what it would cost just to put the gutters back the way they were?

Mr. Savage said you wouldn't want to replace the curb all the way down the hill. It would probably cost \$5,000 to \$10,000.

Mr. Borries said he is sure that is more expensive, but rather than take a shot- by- shot approach, because he can guarantee that if

you start at one place you are going to have another one and another one and another one. He prefers to look at an overall situation there -- a curb or another gutter. There was something that Jeff researched, he thinks....

Ms. McClintock and Mr. Savage said that was within the right-of-way.

Mr. Borries said there was some question as to whether or not -- like on a culvert if the County forces could sometimes put the culvert in. Normally it kind of bridged that right-of-way situation and he thinks it was reaffirmed that could be done. For example, if this particular person purchased the culvert -- County forces could put it in.

Mr. Savage said, "His position is that he built that there years ago. This has never happened before you changed the road and now it is happening. It's truly a legal question as to whether we truly have any obligation to take care of that or not."

Attorney Wilhite asked, "Did we know the gutter was going to be asphalted over?"

Mr. Savage replied, "We took it out. It was planned. I don't think anybody envisioned that small change would create this much or a problem."

Ms. McClintock said, "I'm with Rick. My preference would be to come back to us with a price for either guttering it or putting it up and making it drain the way it used to drain. That's my preference."

Mr. Hunter asked, "Have you seen the house that has had the flooded basement? Is the basement finished?"

Mr. Savage said he hasn't been in the house, but he understands it was finished.

Mr. Hunter said that was his understanding from a phone call he had. What he is wondering is, if we're responsible for whatever happened out there and we may well end up with litigation, particularly with that basement being flooded out -- he's inclined to put the gutters back.

Mr. Savage said the cheapest way would probably be to do some combination of curb and a swale through...

Mr. Borries said he'd want to look at those alternatives. He would share Mr. Savage's thought -- he's not necessarily convinced that with as much rain as we've had and the frequency and the amounts of rain we've had during the last month or two - whether anyone could actually say it is the County's fault. I mean we've changed the drainage and that could be. But, again, if you've had a two inch rainfall in a given situation, this person's basement probably would have flooded anyway.

Mr. Savage said you can't answer that -- it's a crystal ball situation.

Mr. Hunter commented, "I guess I've had the feeling on this all summer that the first calls I got about the flood basement were really kind of legitimate. But as time has gone on, I've also started to have the feeling that the County has deep pockets and there is an attempt there to kind of cash in on that."

Mr. Savage asked, "Would you just like us to proceed then to make it drain the way it used to within the right-of-way?"

Ms. McClintock said that is correct -- come back with a cost

estimate.

Mr. Savage asked if we can do that with the money we've got allocated for the repaving for this contract that is upcoming? We took it off last year's to do it last year. We'll just have a separate little contract to do that. We'll go ahead and get going on it.

Lynch Rd. Right-of-Way/Parcel #9: Mr. Savage said this is an administrative increase of \$1,100.00. He recommends approval.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the increase was approved. So ordered.

Lynch Rd. Right-of-Way/Parcel #12: When the property was appraised last winter, Pigeon Creek was up and the appraiser couldn't get back to the depths of it. It now appears now that there is more marketable timber on it than there was and they are recommending that the appraisal be amended for an increase of \$9,000 and he would recommend we accept that increased appraisal.

Mr. Hunter asked if the marketable timber is the appraiser's assessment of it or is that someone else's?

Mr. Savage responded that is the appraiser's assessment of marketable timber.

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Lynch Rd. Right-of-way/Parcel #21: Mr. Savage said this is payment of a previously approved offer and acceptance of the Warranty Deed. He didn't realize it until he got here, but the account numbers have not been filled out on the claim; but they are filled out as to the invoice and parcel number. Can those be signed by the Commissioners and then his office can subsequently fill out the account number paperwork after the fact?

Ms. McClintock said, "Sure, if we approve it this evening."

Mr. Savage said he recommends approval.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Green River Rd. Phase A/Right-of-way Certification: Mr. Hunter said this is a right-of-way certification which certifies to the State that we have obtained right-of-entry for all the necessary parcels. This was something that normally would have been executed late last winter. It wasn't -- and needs to be at this time. He recommends approval.

Motion to so approve was made by Commissioner Hunter with a second from Commissioner Borries. So ordered.

Green River Rd. Phase A/Change Order #5: Mr. Savage said this deals with some changes in the sub-drainage system below the curbs that were necessary. It establishes an item for relocating some fence along Furrow (on the south end, just north of Morgan on the west side of the property.) There was some confusion as to whose responsibility the relocation of that fence was and it wasn't included in the contract, although it was project responsibility.

Mr. Borries asked, "Isn't that the City of Evansville though? Is that all part of this same project?"

Mr. Savage said it is all part of the same project and it will go into the pot and they will pay their percentage and we will pay our percentage -- just as they pay their percentage of things out in the County. He recommends approval. (It is in the amount of

\$40,732 instead of the \$40,000 noted on the agenda.)

Auditor Humphrey said David will have to fill out the Purchase Order Number, etc.).

Upon motion made by Commissioner Hunter and seconded by Commissioner McClintock the Change Order was approved. So ordered.

Green River Rd./Phase B/Utility Agreement/Indiana Bell: Mr. Savage said this is the standard utility agreement and it is non-reimbursable. The facilities are inside the right-of-way and he recommends approval.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

USI Overpass Right-of-Way Plans: Mr. Savage said these plans have been completed. He has reviewed same and recommends approval.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Claim/D. L. Savage Engineering: Mr. Savage said this is his last item -- and it's a claim in the amount of \$3,276.00.

Motion to approve the claim was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage said it is his intent to take about fifty percent of what has been approved tonight and move it over on the Consent Agenda. He's having a difficult time working with some of the Consultants and tends to get things in on Friday afternoon or Monday morning. He will work harder on that in the future.

RE: UNION TOWNSHIP OVERPASS/PURCHASE OF LAND FROM HAYMAKERS

Borries: David, I have one item that if you could ask someone in the Highway Department over there to do some research. I've had several calls on our newly unveiled Union Township Overpass here and there are some people who are very concerned about a related rezoning that is going to be -- well, I guess it's a spot shoot -- I don't even know if it's a rezoning. At any rate, I've had questions regarding how much the County -- what portion of a piece of property that Vanderburgh County purchased from the Haymakers. I don't know what the figure is and I've called. If someone could research that.

McClintock: Gary should know that.

Borries: Something like this -- I mean, It's got to be a matter of public record. It can't be that difficult an issue. But I've had, for whatever reason -- they want to know how much the County purchased this property. They had little pickets out there today, I think.

Savage: I saw them.

Borries: They're really concerned about the Haymakers having this spot shoot near the neighborhood, near the road and all this stuff. So if we can just get that information. I can't find it. I've talked to Gary. I've talked to who else over there -- a fellow named Jim. If somebody could just get me some information that says how much we paid for

what the County purchased from the Haymakers.

McClintock: The dollar amount?

Borries: The dollar amount, I guess.

Savage: If you find the dollar amount, you'll find the area. A drawing of it might be a little tougher

Borries: I'm not asking for a drawing. But there's got to be something like what you've just given us (a Warranty Deed) and that is what prompted me to ask for that.

(Note: After researching the Permanent Records, on 9/3/92, Copy of Warranty Deed, together with attached drawing, etc., was provided by J. Matthews to Commissioner Borries concerning the purchase of the parcel from the Haymakers in 1990. Upon request, a copy was also provided to the County Engineer's Office (Jim) on September 9, 1992.

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RE: VANDERBURGH AUDITORIUM

McClintock: Under Department Head reports -- I apologize, I meant to bring this up under the County Attorney. But a reporter called me last week regarding Pat Tuley's letter to the State Board of Accounts in reference to the accounting that was set up in the Auditor's office for the Auditorium. And I'd asked Doug Given and Danny Spindler to come this evening so that we could try to set up a meeting to get that clarified. When I spoke with Gary Price in the County Attorney's office on Friday afternoon he indicated that the original set-up had been approved -- they had worked with Sam -- and it had been approved by the State Board of Accounts. If they were changing their systems at this point that we probably needed to get with them and make sure that everything they're doing is what Sam wants done and what the State Board of Accounts wants done.

Humphrey: In regard to that I brought a series of letters -- a copy for everybody of all three letters, including a copy of a letter from Don Euratte, State Examiner to the State Board of Accounts and his request and a request to set up just such a meeting. I'd like to include though -- this letter says, and I will read it into the record.

"Ms. Carol McClintock
President, Vanderburgh County Commissioners
1 NW ML King Jr. Blvd.
Evansville, IN 47708-1882

Dear Ms. McClintock:

Attached is the letter I wrote the Indiana State Board of Accounts concerning the use of the operating fund' by Given and Spindler Management Company and the response from the Board of Accounts.

As you can see, the County has entered into an arrangement that is not in compliance with the Indiana Code. I am requesting a meeting of the Vanderburgh County Commissioners, Auditor, Treasurer, County Attorney, and a representative of Given and Spindler Management Company in order to amend the current contract to comply with the Indiana Code.' (Mr. Humphrey said he would like to include and add to that the State Board of Accounts.)

'I believe an arrangement can be reached that will not adversely affect the ability of the management company to perform their contractual obligation, but at the same time will provide the taxpayers the checks and balances the Indiana Code has provided for their protection.

I would further request the information provided to the Board tonight be placed into the official minutes.

Sincerely,

Pat Tuley

Auditor Humphrey continued, saying, "That meeting can be any time next week unless we'll all be gone."

McClintock: We won't all be gone -- some of us will be here. Uh---Sam, are you -- could your office set that meeting up?

Humphrey: Sure.

McClintock: If it's all the Vanderburgh Commissioners, then we have to notice that meeting. I don't see any reason for all three Commissioners to sit in. These are the kind of functions I believe should be worked out with your office and the State Board of Accounts and the Contractee and our County Attorney. I mean, I don't have any desire to sit in a meeting and work it out.

Humphrey: I'll add the State Board of Accounts.

McClintock: Would you want to sit through this?

Hunter: No, because we're going to do what's right -- no matter what. I mean, we're going to have to comply and I see no reason...

McClintock: I think -- let us say first of all, I think there is still some question as to whether or not -- I mean, Mr. Tuley is telling us that we don't comply with Indiana Code, but I don't remember seeing where he got his law degree. And our County Attorney, Gary Price, was very disturbed about this on Friday afternoon, because he indicated to me that he felt that the letter to the State Board was misleading and did not represent exactly the way that it was set up nor all the facts in the case. So before we report that we're in violation, let's remember who is telling us that we're in violation -- and we don't know that at this point. I think that should be the purpose of the meeting -- to see what is being done and if it is being done properly. And then,

if it is not, if there is something else we should be doing, then what we should be doing.

Humphrey: I think one of the concerns that I have on it -- in my review of the original contract that Gary sent me, the only thing was there were some obvious things that I didn't think the County ought to get involved. Not the legality of it -- and those were removed from it. One thing we've....

McClintock: But, Sam, you were involved in all of the -- when they sat down -- were you not -- with Danny and the Attorney?

Humphrey: No -- no I was not. And the only copy I saw was a copy of Ogden (as I recall it) which was originally or something similar to that. And there was some percentage of increments in there I didn't think was right. What we did find -- and the only thing I have found that I was concerned with -- is that the billing you submitted to us was just a printout of what you had spent. What we would like to have -- and I think this has been communicated to you -- is the receipts attached to that (or copies thereof) -- and we've talked about that.

Spindler: Well, Sam, you mentioned that this evening. I would like to start off by making a couple of comments if I could by saying that Mr. Humphrey has been very, very cooperative all during the, I guess, the initial set-up stages to make sure everything was done properly. We found him and his office to be very, very cooperative in working with us at the Vanderburgh Auditorium. And I certainly would welcome a meeting if there was some question. What we are submitting every month (and it's under the contract) is not only a complete income and expense statement showing by line item detail, but, in fact, our line item detail on our income and expense statement is enhanced. In other words, our chart of accounts is expanded from what the County is doing - so there is more detail even. In addition to that, monthly we submit a check register showing the date the check was written and who the check was written to, the amount of the check, the account number that it is being charged to. In addition to that, from an income standpoint go through the same process from a receipts-quietus standpoint that I guess any other department head that would be generating income would do. In addition to that, the computerized system completely maintains a detail of the general ledger accounts, tracing all the receipts, all the income, and all the expenses. In fact, the contract itself requires us to maintain those records, submit those types of records -- we can't even throw a receipt or any record away without County approval first, which means, I guess, that I guess if the County would never approve us to throw an item away we could be stuck with having to maintain that perpetuity. However, if our Treasurer, Mr. Tuley, is having a difficult time in understanding how to read the financial statements or how to follow the financial information, I'd be more than happy to sit down with him or whoever and take a look at

that information. We do maintain the records. Everything is proper; everything is accounted for; and based upon at least a copy of the letter I had seen that Mr. Tuley had submitted to the State of Indiana, from reading that letter it only pointed out -- apparently the State was only furnished a copy of the income statement -- none of the rest of the records or detail we do maintain. We'd be more than happy to welcome the opportunity to do that. We want to comply with the contract. We certainly do maintain the records. I find it a little disheartening at this point in time. This building -- the Vanderburgh County Auditorium -- seems to be suffering tremendously. And that is the only thing that is really hurting -- and that is the Auditorium -- through this election process. We've been in there five months under this contract and he's certainly had the opportunity to question this for that period of time. I find that a little unusual in the fact that apparently there are, I guess, revolving accounts at Burdette Park or petty cash funds, and this account works very similar to that. The only difference is that I am sure our documentation is much more cumbersome on our part to be able to protect the taxpayer and to be able to maintain the records -- because they are spelled out in the contract if it is read in its full line item detail. So, again, I would welcome the comments and welcome the opportunity of meeting with everyone concerned, including the State Board of Accounts. We'd be happy to furnish copies of the invoices or anything that anyone would like to see.

Humphrey:

In Don Euratte's letter he cites IC-5-11-10-1 which states, "No warrant or check shall be drawn by a disbursing officer of the State or any of its political subdivisions in payment of any claim unless the same has been fully itemized and its correctness properly certified to by the claimant,...and filed and allowed as provided by law.

We agree that the notation on the claim which you enclosed with your letter that reads, "Ticketmaster, payroll, overhead, Other Supplies, Printing and Advertising. These expenses to be paid per management contract does not appear to be the full itemization of a claim."

Full itemization of the claim, as I understand it, as the State has explained to me is to be accompanied by an accompanying invoice. And that is what we are requesting. As a matter of fact, I have told my department not to pay anymore claims unless this exist.

Spindler:

That's fine, Sam, and we'd be more than happy to do that. However, in Mr. Tuley's letter -- as you pointed out in that particular section -- the document that he is furnishing Mr. Euratte to review for compliance with this is only the income statement. It says attached hereto is a document titled 'Income Statement' dated June 30th. And, certainly, that is only one piece of all the information that we are furnishing.

Humphrey:

You do submit a printout of those items you are

paying, but accompanying that should be the accompanying invoice or a copy of it. That, as far as I am concerned, will satisfy us.

McClintock: All right. Well, can you get that set up, Sam?

Humphrey: Yes, we'll set it up.

McClintock: While we're doing that, you might want to call Leslie Blenner with the City of Evansville -- because their Roberts Stadium contact is identical to the Auditorium. It is set up the same way. So I think if Vanderburgh County has a problem then the City of Evansville might have the same problem. The State Board could maybe save a trip to Evansville.

Humphrey: She can sit in -- but this is a County problem we're concerned about.

McClintock: Right. Well, but, you know, she might want to be aware of what's going on.

Spindler: And this type of account, as you well know I am sure, is very, very standard in any type of property management, anywhere in the country on any type of property. The part that makes it unique is that, by law, all the income that we generate at the Auditorium has to go into the General Fund. Typically when you manage property and it is a non-government owned property, all income is received by the management company, deposited into the operating account, and disbursements are made out of that same account. In this particular case, because of Indiana laws saying that the income must first go into the General Fund, we first have to deposit it through the quietus into the General Fund, then that money from a revolving account standpoint is put into your operating account to pay expenses. So this is nothing that is unusual or out of the ordinary for any type of management, whether it be in Evansville, Indiana; Denver, Colorado; or Miami, Florida. Thank you.

Hunter: Danny, before you sit down. After all this has been said -- I was coming out of the open house for the Signature School the other evening and a gentleman came up and introduced himself to me to tell me what a happy camper he was with the new management at the Vanderburgh County Auditorium (SWIRCA) -- and he said it was being done in a very professional manner and, in spite of what may have been in the paper, that he wanted me to know he was extremely happy with what was going on over there; it was being done in a business-like manner. So there are some folks out there - you know.

Spindler: Well, we certainly can't be doing everything wrong -- as it may appear at times. This is August 31st; I looked at the bookings for the month of September and we have every single day with the exception of six days something is happening at the Vanderburgh County Auditorium & Convention Center -- and we're not even into September yet. So we're certainly seeing increases in bookings; increases in response. And for five months into the program I think we're well on our way to doing what we said we

would be able to do. And the income figures after we've had a full year of managing the facility will certainly reflect that.

Given: I'd like to add something, too, if I could. Just from my knowledge I know that building used to be in some -- not disrepair -- but it had certain problems that had never been addressed and I believe they now are being addressed.

Spindler: If we had some more money in the budget we could address more.

McClintock: That's enough. You didn't bring your camera.

RE: CONSENT AGENDA

Commissioner McClintock entertained comments or questions concerning the Consent Agenda, commenting that the Employment Changes are attached.

Scheduled Meetings: With regard to Scheduled Meetings, Commissioner McClintock stated that since Monday is a holiday, the Commissioners will hold their meeting on Tuesday, September 8th at 5:30 p.m.

There being no questions or comments, a motion was entertained. Upon motion made by Commissioner Hunter and seconded by Commissioner Borries the Consent Agenda was approved.

RE: OLD BUSINESS

Commissioner McClintock entertained matters of Old Business to come before the Board.

Commissioner Borries said he does have one item that pertains to the Drainage Board -- but since no meeting is scheduled today he will mention it. He received a call from Mr. Bruce Hatfield regarding a subdivision discussed during last week's meeting. He told Mr. Hatfield he did not recall approving anything.

Commissioner Hunter interjected, "We did not. In fact, we delayed it. He called me."

Mr. Borries continued, "He is indicating that you want to sign something tomorrow. I told him I could not sign anything that was not done in an official meeting. He said this is going to cost him thousands of dollars. I said, 'I'm sorry, I don't want to cost you anything' -- but that it was clear to me that what he had to do -- he wasn't going to have a homeowner's association -- that he had to put on the milar and on the plot what he had to do in terms of who was going to be responsible for this thing. So I suppose he could go to Area Plan Commission and say it was incomplete. But, again, for the record, not having those minutes in front of me I told Mr. Hatfield that I could not recall any kind of instance where anything as done insofar as official approval subject to those particular things."

Mr. Hunter stated, "He indicated to me that he had worked out all the problems with the Surveyor's office. And, of course I know nothing of that and I'm sure you don't either."

Commissioner Borries said, "As a final suggestion, if he wishes to contact the Surveyor's office and set up a Special Drainage Board meeting, I'm sure this Board would probably be happy to respond and consider his request. But, again, I bring that up since there is

not going to be a Drainage Board Meeting this evening."

Mr. Hunter said he is glad he did.

Secretary Joanne Matthews stated, "Mr. Hatfield called me this morning and I did go back and transcribe that portion of the minutes from last week's Drainage Board meeting (August 24th) -- because my shorthand notes did indicate 'Deferred'. In any event, I did inform him that no official vote of approval was given. I subsequently gave a copy of the transcribed minutes to Linda Freeman in the Surveyor's office around 4:00 p.m. today so Dan Hartman would have it. I also called Mr. Hatfield to verify this, but he was not in and I had to leave a message."

Continuing, Mr. Hunter said, "And my understanding is the same thing -- there has to be a Drainage Board meeting called in order for us to give official approval. Dan Hartman's recommendation was that it be delayed."

President McClintock asked if there are further matters of Old Business to be brought before the Board. There were none.

RE: NEW BUSINESS

Ms. McClintock then entertained matters of New Business to come before the Board.

Agreement w/Division of Family & Children's Services: Ms. McClintock said this agreement previously had been signed by the staff in the Health Department and it now needs to be approved by the Commission.

Mr. Borries asked if there is money in the Health Department budget to cover said agreement and Ms. McClintock responded affirmatively.

Upon motion made by Commissioner Borries and seconded by Commissioner Hunter the agreement was approved. So ordered.

Request for Increase/Insurance Audit & Inspection Co.: Ms. McClintock said she has a request from Norris Robinson that we increase the amount paid to the Insurance Audit & Inspection Company to \$5,700 per year. The fee has remained the same over the past five years. She then told B. J. Farrell she needs to know how much we were paying them before.

Ms. Farrell said it was, she believes, \$5,250 -- she believes it was a \$400 or \$450 increase.

Ms. McClintock continued, "His reasons for recommending this is that people are quite competent. They provide comments on any deficiencies and needed improvements and keep us posted on suggested changes through personnel changes at the County level change from time to time. He recommends the retention of this firm at the quoted price."

Motion to approve was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Request for Radios for the Health Department: Mr. Mark Abell said he has information to pass out to the Commissioners for their review and consideration, which is self-explanatory, and they can vote on it next week.

Ms. McClintock asked B. J. Farrell to include this item on next week's agenda.

State Board of Accounts/Exit Conference: Joanne Matthews reported that Mr. Tom Simpson of the State Board of Accounts has requested an Exit Conference with the Commissioners anytime next week.

President McClintock asked if 4:00 p.m. or 4:30 p.m. prior to next week's Commission Meeting on Tuesday will be satisfactory. She said the conference should only take about twenty minutes. Following agreement on the part of all the Commissioners, the meeting was scheduled at 4:00 p.m. on Tuesday, September 8th. Commissioner McClintock commented, "Now they have to do us individually -- they can't do us as group."

Auditor Humphrey asked, "They do it as a group, don't they?"

Ms. McClintock responded, "They're not supposed to -- then you've got a Commission meeting."

Mr. Borries said, "I'm not sure the State Board of Accounts acts on the same wave length of everyone else. There could be some information on that."

Ms. McClintock asked, "Why don't you check that, Joanne? It doesn't take very long -- and I remember last year going in and taking turns."

Commissioner Borries said he doesn't recall that.

Attorney Wilhite asked, "What is the question, Carol? This is a meeting with the State Board?"

Commissioner Borries said, "I don't know if they're bound by that."

Attorney Wilhite said, "There is no exemption for them."

Mr. Borries said, "Well, it was not a matter of taking official action. I don't know."

Ms. McClintock again asked, "Why don't you check with them, Joanne, to see what they want us to do? If the meeting has to be noticed, then you can notice it."

Auditor Humphrey stated, "I don't think it has ever been noticed -- at least not as I recall."

Ms. McClintock said, "I know. Let's just check to make sure that is the way we're supposed to do it."

(Note: Subsequently, per the instructions of Attorney Gary Price, the 4:00 p.m. meeting on Tuesday, September 8, 1992 was advertised as an Executive Session. Per Commissioner McClintock, a Corrected Legal Ad was run, to include interview of candidate for position of Public Works Director.)

Ms. McClintock then entertained further matters of business to come before the Board.

There being none, a motion to adjourn was entertained. Motion to this effect was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered and the meeting adjourned at 7:25 p.m.

PRESENT:

Carolyn McClintock, President
Don Hunter, Vice President
Richard J. Borries, Member
Jeff Wilhite, County Attorney
Sam Humphrey, County Auditor
Dave Savage, County Engineer
Mark Abell, Supt./County Bldgs.

COUNTY COMMISSIONERS
August 31, 1992

27

Faye Gibson/Old Courthouse
Roger Elliott, SCT
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClelland
Carolyn McClelland, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

**MINUTES
COUNTY COMMISSIONERS MEETING
SEPTEMBER 8, 1992**

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MINUTES
COUNTY COMMISSION MEETING
SEPTEMBER 8, 1992

The Vanderburgh County Board of Commissioners met in session at 5:45 p.m. on Tuesday, September 8, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding. Ms. McClintock apologized for being late in convening the Commissioners Meeting, but explained that the Board had an Executive Session that lasted a little longer than anticipated.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Attorney Gary Price, Don Hunter, herself, Commissioner Borries, Sam Humphrey, Joanne Matthews, and Norris Robinson) and asked the group to stand for the Pledge of Allegiance.

Ms. McClintock then asked if there are any groups or individuals in the audience who wish to address the Commission but do not find their particular item of interest on today's agenda. There was no response from the audience.

RE: COUNTY HIGHWAY - DIESEL CONTAMINATED WATER RECOVERY

Mr. Norris Robinson, Risk Manager/Insurance, was recognized. He said he believes the Commissioners have a copy of a letter dated August 18th sent to Commissioner McClintock, which has to do with a pretty good sized hole out at the County Garage that is filled mostly with water -- with a few petrochemicals in it. He talked with the engineers in the Civic Center and was given the name of Donan Engineering, and two representatives from Donan are here this evening (Allen Frederick and Eric Welling). He will be calling on Mr. Frederick to respond to any questions the Board may have with regard to their recommendation as to who we use to do anything -- if we want to do that. He thinks everyone is familiar with pollution liability and some of the problems around the country. He will have to say that it is bad enough that the insurance companies now have used about a broad a word as anybody could to completely exclude coverage from anybody's policy on this. In other words, your liability policy does not cover you for any kind of gaseous liquid or solid pollution, however caused, from the beginning of the world to the end of the world. That is fairly broad -- wouldn't you say, Gary?

Attorney Price repeated, "Pretty Broad."

Continuing, Mr. Robinson said that because of the fact there is no coverage under the insurance contract -- because there are a lot of people living near the County Garage whose water source is well water and because it doesn't take very many parts per thousand of petrochemicals to be quite toxic to humans -- he feels that something needs to be done to clean this up. Further, this hole is deep enough and the sides of it steep enough that particularly in cold weather a person could even suffer from hypothermia if they fell in. If somebody is on the property all by themselves and falls into the hole, they will have an awful hard time getting out. Most likely they'd die. He's talked with Donan a couple of times and they have recommended the second proposal -- on the third page of the papers he's given the Commissioners -- and he will ask Mr. Frederick to come up and explain why this suggestion was made.

Commissioner Borries asked, "First of all, Norris, you make a statement here that you had conversed with a succession of engineers. With whom did you converse? Are these environmental

engineers ?"

Mr. Robinson responded, "The people in the building. No, they are not environmental engineers."

Mr. Borries said, "You say you were given the name of Donan Engineering -- were you unaware that they had already done some contractual work for us?"

Mr. Robinson replied, "Yes, I was."

Mr. Borries said, "You were aware..."

Mr. Robinson hastily remarked, "No, I was not aware. I was unaware."

Mr. Borries said, "I understand. Well, are you saying then that they are not concerned about this?"

Mr. Robinson said, "They seemed less concerned than I was -- I'll put it that way."

Mr. Borries continued, "No so concerned with the water hole."

Mr. Robinson said, "Right. I think they were concerned about the overall clean-up, and this is something I hadn't been aware of -- there was a lot of dumping on the ground out there -- other than in the hole."

Mr. Borries asked, "Are you aware why that hole was there?"

Mr. Robinson replied, "No."

Mr. Borries asked, "You didn't know it was there?"

Mr. Robinson said, "I knew it was there. It was one of the first places I happened to visit in this job -- the County Garage - and regarded it as a pretty severe hazard at the time."

Mr. Borries continued, "But you are not aware why it was there?"

Mr. Robinson replied, "No."

Mr. Borries said, "Hum. Okay. Well, maybe Donan can tell a little bit about why it was there. Would you guys want to inform Norris why that hole is there?"

Mr. Allen Frederick approached the podium and introduced himself. He said, "Of course, we were contacted by Mr. Robinson to provide some sources to pump this opening which was caused by the removal of some underground storage tanks that were no longer needed and they were abandoned by removal. We're doing other work out there and that was not originally part of our scope -- but we thought -- we took the time to put together, and we've researched two sources. It was Mr. Robinson's concern that the hole be filled and, of course, before that could happen, it has to be pumped. Then, with the use of County employees, they could use some suitable backfill material to fill that area. We weren't contacted about anything other than he was trying to source a way to successfully and in an environmentally sound means of removing the theoretically contaminated water that has a sheen floating on top of it -- a petroleum by-product and then have it backfilled until such time as the actual remediation starts at the site -- because that pit itself is part of the site. And we contacted two companies that work in this area to remove contaminated liquids -- Roy Sampson Coal Company and First Recovery, Inc. First Recovery is \$680 more expensive, but we feel they have much better record of an audit trail providing proper documentation of waste -- even special waste

types of materials, like this contaminated water. That would be our recommendation from an environmental standpoint -- that the additional \$680 would be worth the peace of mind to have them provide the services. They are a company owned by Valvoline Oil, which is owned by Ashland Oil, and they've got their act together with regard to compliance. The oil company out of Owensboro is a closer firm, although First Recovery operates a vehicle in this area on a milk run and takes it and has it processed in Troy, Indiana, I believe, where they do the processing -- where they separate the water from the petroleum. Roy Sampson is an Owensboro Coal Company. We're confident that when they say they will recycle it -- they are. But they also take some materials and spray them on coal roads to keep the dust down. So there is always a question about where your material went from an audit trail standpoint. Hence our recommendation to go with First Recovery."

Commissioner McClintock entertained questions of either Mr. Robinson or Mr. Frederick.

Commissioner Borries asked, "Allen, I guess I had asked for some explanation the last time on these estimates. First Recovery, which is the higher of the two, has put 'not applicable' on estimated quantity, unit cost, total cost, etc., whereas Roy Sampson indicated they did have some figures down. I know we can always do some very interesting things with figures -- but what is the reason that one was able to fill in some figures and the other was not?"

Mr. Frederick responded, "Okay, Rick. Item #1 is the liquid disposal cost. First Recovery charges 60 cents per gallon, whereas Roy Sampson charges 35 cents, which is less. But Sampson charges by the hour for his trucking. What First Recovery has done is they have built that into their gallon price -- so it is not applicable in that particular case. You could divide the \$320 by the 4,000 and add it to the unit price for the gallons on Sampson and come up with a more apples-to-apples comparison. Comparing the bottom lines, First Recovery ends up being \$680 more expensive. What we'll do, we factored in a small amount of time. We will witness the removal and have somebody there from our staff to witness that -- that and the backfilling process and make sure that the audit trail -- the paperwork from the recycling facility -- is properly documented and it's in the Commissioners' files. That is what we plan on doing."

Commissioner Hunter said, "You keep talking about properly documented and a better paper trail, are you saying that one of these companies might not dispose of it in a proper legal fashion??

Mr. Frederick responded, "There may be that opportunity, yes Sir. From doing our checking of these firms..."

Mr. Hunter interrupted, "And based on that, that is the reason you recommend that we go with the firm that is a little bit more expensive?"

Mr. Frederick responded, "Yes, Sir. \$680 more expensive -- but whenever Norris asked for our recommendation we went out to get two quotes. But when he asked which one we'd recommend, that's why we would recommend the second firm over the first -- because of the follow through that we know is there with First Recovery. The paperwork will be there in a timely manner and when we've tracked the Sampson firm we've not gotten the same kind of results when we've done our investigations in an effort to determine which would be the best firm for our clients."

Mr. Borries asked, "Allen, what other kinds of things do you think are not found within the scope of what your contract would be at this point -- that we might have to deal with there?"

Mr. Frederick replied, "To be honest with you, Rick, the water in that hole will be dealt with when the remediation actually starts. But apparently, from Mr. Robinson's standpoint and the risk associated with leaving an opening there, he is looking at it from an insurance risk to having a gaping hole versus waiting for the actual remediation to start. I was asked by Mr. Savage last week about my feelings on the thing and I said that, basically, when the remediation actually starts that opening is part of it - and it will be dug and manipulated and worked with at that time."

Mr. Borries asked, "And that is within the scope of your contract?"

Mr. Frederick said that is correct.

Mr. Borries asked, "And how soon do you think that would start?"

Mr. Frederick replied, "The next stage of our work is ready to turn a page -- and that is, the simulations have been completed; the results are in; we're viewing the results right now that we promised to take to IDEM for their approval and blessing. At that point, we will be writing the bid specifications to actually let the work at the garage for the remediation. But with that process we are talking several months."

Ms. McClintock said, "Okay. So as a follow-up question, if this was in the scope of your original contract, is this \$540 going to be deducted from the other money we are paying you for the initial contract?"

Mr. Frederick replied, "Actually, we'd be happy to either take it back off later -- or whatever you'd want to do. We were trying to be helpful to Mr. Robinson with trying to resolve his problem and when we explained that work on that hole would come, but not immediately, he wanted some immediate action is basically what it came down to."

Ms. McClintock asked, "So you're not going to charge us twice for this work?"

Mr. Frederick replied, "No, Ma'am. You know, if it were fenced off or some other arrangements from an insurance risk standpoint, then it could wait -- because it will be dealt with during the remediation process."

Mr. Borries said, "Well, that is a good question. Have there been any accidents reported to you, Norris, out there in relation to this hole?"

Mr. Robinson responded, "No."

Mr. Borries asked, "Would you be willing to explore some other alternatives that Allen might have pointed out?"

Ms. McClintock asked, "What other alternatives? Fencing it?"

Mr. Borries responded affirmatively.

Mr. Robinson stated, "We have a fence of sorts around it right now, Rick, but it's not much. We put something up around it -- I don't recall exactly what it was. But it's not something that is going to keep anybody who really wants to get in and check it out from getting in there."

Mr. Borries said, "I don't know who would. I guess, you know, the hole has been there for some time -- that's my point. In your opinion, is it worse now than it was? Has it gotten bigger?"

Mr. Robinson replied, "No. I will have to say I've had the

occasion to follow up the loosened liability fairly closely. The insurance company where I was president before I came over here got caught on a lot of pollution liability problems -- so I followed it pretty close -- and I'd have to say I'd get that water out of there as quickly as I could if it were my decision to make. That's it - it's that simple."

Mr. Borries said, "This is the first time we've really heard your opinion about it. I mean, are you aware how long that hole has been there?"

Mr. Robinson responded, "I think it has been there for some while -- probably a couple of years."

Mr. Borries continued, "Well, I'm just interested here in some way avoiding a situation...."

Mr. Robinson interrupted, "I can't tell you when the first ten year old is going to come in and jump in that hole -- because there is no way. But I will say this...."

Mr. Borries remarked, "I hope there are no ten year olds in the County Garage area, I'll tell you that. But you're right, it might happen. I guess my concern has continued to be here -- we've contracted with a firm to do this remediation. I'm concerned that it's not going to be a duplicated work if he is telling me that this is going to be a part of their remediation process. That's my concern. Is that your understanding on this, Allen? I mean, this is not going to be duplicated work?"

Mr. Frederick replied, "Well, you know any standing water would be dealt with before any of the process is started -- even the asphalt recycling or the bioremediation -- so Norris is concerned about the opening and the standing water there. We knew there would come a time where it would be dealt with during the remediation. We'll have to write into the specs -- we're actually on that site on a very limited basis. We did some additional samplings, surveying -- our work has been paperwork and developing the procedures and we always assume that property is being managed and that those types of -- there are a lot of dangerous things out there; the heavy equipment, backing trucks, etc., etc. So when it was written in that we weren't concerned about it -- we're always concerned about safety items, but we knew that when we defined the site that is definitely a part of the site because that is where a lot of the contamination originated -- in that pit area."

Commissioner McClintock asked, "Can I get a simple yes or no? Is it going to cost -- we're not going to do this work twice. Are we going to do this work twice? Yes, or no?"

Mr. Frederick responded, "No."

Ms. McClintock continued, "So we either pay the \$3,200 now or we pay it later when we remediate the rest?"

Mr. Wellman asked, "May I add something to that? If you pay to have it pumped now and you have material on site that was already contaminated theoretically, that would be fine. If you import clean material, then theoretically it will become contaminated and have to be dealt with like everything else and you may have to pay a slight bit more. When we talked to the people out there, there is enough material there to move around to fill it up with. If you do that, you will not be paying twice for the same thing. Because the water is going to have to be dealt with. You can't start a remediation process of asphalt recycling or bioremediation unless you deal with that water."

Commissioner Borries said, "But let's follow up on her question.

Let's say you've gotten everything -- you've gotten all your permits and you're ready to go through this remediation process. Let's say it is sitting exactly as it is right now. Would you take care of that as part of your contract in terms of moving the water and bringing in additional fill."

Mr. Frederick said, "Well, we'd be putting it out for bid. The asphalt recycling, everything is going to be put out for bid."

Mr. Borries said, "That's what I wanted to hear."

Mr. Frederick said, "The other thing is (and we've mentioned this before) the site is large enough and there is a lot of activity -- so it is going to be remediated in segments -- and that is the complicated part -- without asking the garage activities to cease operating for a period of time."

President McClintock said that first of all she thinks a motion is needed as to speak to whether or not the Board wants to do this now or wait four to five months and do it when we do the rest of the project.

Mr. Borries asked, "In effect then, we're going to be filling this in then with regular contaminated soil, right?"

Mr. Frederick said that is correct; he thinks there is enough on site that they will not have to take premium material. They can just move around enough on-site material to fill the hole so it will no longer be a hazard from a trip or fall standpoint.

Mr. Hunter asked, "And then you are saying this will have to be pulled out and replaced with clean material?"

Mr. Frederick said, "That is correct. Even below that, Don, is contaminated material; so somebody will be excavating contaminated material. Of course, right now we've got it to where actually the majority is going to be recycled into the asphalt process and a small quantity bioremediated on site and then again less than one thousand cubic yards of really gooey material to the landfill."

Mr. Hunter asked, "So our additional cost if we filled this in right now with contaminated material would be the cost of putting it in and pulling it back out later? Is that correct?"

Mr. Frederick confirmed that is correct.

Mr. Hunter asked if Mr. Frederick has any idea of what we're talking about in total cost?

Mr. Frederick responded, "Not for your employees, no. It's not going to take a lot to...."

Mr. Hunter asked, "Our employees can do both?"

Mr. Frederick said, "Well, they're going to move -- they're going to push that material into the opening once it is bumped out. That is what we had discussed with Mr. Robinson and the garage employees -- or the garage superintendent."

Mr. Borries asked, "So this contract is only for the pumping of it into some kind of truck container and removing from the premises? It doesn't have anything to do with dirt or....?"

Mr. Frederick responded, "No. In our original letter we stated that -- point out that the estimates were also prepared anticipating Vanderburgh County will use their highway department employees to fill the open pit after removal of the liquid. I contacted Fred Howard, County Highway Superintendent, about this

matter on August 12th and he confirmed he could arrange for the open pit to be filled with appropriate material and it was Darren Helms, one of our engineers, who spoke to him."

Mr. Hunter said, "I guess what I'm thinking about on this, based on Mr. Robinson's concerns, is that it would be cheaper to spend a little extra money now than to be paying legal fees later -- if the horrible event you described occurred."

Ms. McClintock interjected, "Plus you have people with well water out there, too."

Mr. Hunter continued, "And from what you are saying, we are not talking about a tremendous amount of money."

Mr. Frederick responded, "I don't believe so, no. But, again, we were asked to come up with two proposals for something that was not in the scope of our work, as defined."

Mr. Borries asked, "Have we been aware of any contamination in any ground water in that particular area at this time?"

Mr. Robinson responded, "No."

Ms. McClintock said, "Your point is that we're trying to prevent --"

Mr. Borries said, "I'm concerned about that, too."

Norris Robinson commented, "There have been so many dumps around the country where this sort of thing has gotten out of control and nobody expected it to."

Ms. McClintock asked, "Don, you were saying?"

Mr. Hunter said, "I wasn't saying anything -- I was just listening. You need a motion to get this out on the floor? Okay, I will so move that First Recovery, Inc., as per recommendation, be considered to remove water and dispose of it at a cost of \$3,240.00. Secondly, I want to go ahead and say, and then the hole be filled with contaminated materials, to be removed at a later date."

Mr. McClintock asked, "Rick, do you want to second?"

Commissioner Borries said, "I will second the motion."

Ms. McClintock asked, "Would you like a roll call vote?"

Mr. Borries responded, "Well, I am very concerned -- and always have been about this particular situation. I'm sure that both of you have been, too. I just find it interesting that all of a sudden we're doing it now within four months of remediation, rather than maybe waiting. The dilemma I find myself in is, of course, as Norris has pointed out -- an accident could happen any time. Allen, again, to get this -- are there other things out there at this point that we just don't know about now -- that are going to be outside the scope of what you envision your remediation is? Is there anything out there at this point that we haven't considered through this whole process?"

Mr. Frederick replied, "I can't really say, Rick, and I understand what your line of questioning is. Again, understand that we didn't come to Mr. Robinson asking for this. And the small fee that we put on there would have been the same basic fee had we had a construction monitor out there during remediation to insure that the work was being accomplished. That time would have been spent then, as now. It just happened that somebody in the County organization has witnessed what they think is a potential trip/fall

type hazard and they want it dealt with at this time and not wait until later. And that is basically what it comes down to."

Commissioner Borries said, "I understand all that perfectly. I mean, I understand exactly what he is saying. But we could have done this in January; we could have done it in February; we could have done it in March. I mean, it is not a new hole. This thing has not magically appeared out there. It is not something we are reacting to now or later."

Mr. Frederick said, "Right. I don't want to put words into anybody's mouth. I was asked to come tonight to really define our recommendations. But, again, there has been some temporary construction fencing. The whole yard is fenced and maintained under supervision, you know. But, again, if OSHA came in, you just never know from an inspection or risk standpoint (and I think that his concern is from that particular standpoint) -- I don't believe that other than the amount of time it is going to take if you look at filling it quickly and then the eventual removal -- the water would have to be dealt with at some time as it is -- so it is not a repeated cost. Once it is filled in you won't have that standing water problem there."

Commissioner McClintock asked, "Are we ready to vote? Commissioner Borries?"

Mr. Borries stated, "I am going to vote no on this."

Commissioner Hunter?

Commissioner Hunter, "I'll vote yes."

Ms. McClintock said, "And I'll vote yes. Thank you gentlemen."

RE: PROPOSED ADDRESS CHANGE FOR RESIDENTS ON N. HAPPE RD.

President McClintock stated that each of the Commissioners should have a copy of a letter from Roger and Marla Seaton. They are concerned. Someone wants to re-name their road (Happe Rd.) Laubscher Rd.

Mrs. Seaton said, "Let me clarify that a bit. This map may be helpful. What you see as Happe Rd. would remain Happe Rd. But the little section called Laubscher Rd. was essentially a field when we bought the land and we put a lane in. In attempting to sell a second lot we had to wind the lane and make an improvement. We just found out by accident that by that process or address was proposed to be changed to Laubscher Rd. Our mail box sits on Happe Rd. The other family that bought Lot #2 -- their mail box would be on Happe Rd. And neither they nor we wish to see the address changed to Laubscher Rd."

Ms. McClintock said that when this request came in she asked Mark Abell to look into it and it is our decision as to whether these two addresses remain on Happe Rd. or Laubscher Rd. The Commission then sends their recommendation to the Area Plan Commission, who subsequently sends same to the United States Post Office. So this should be a relatively easy one.

Mr. Borries said the Seatons probably think he's the problem. But he certainly is not going to pose any problems. He supports their request and moves that Roger and Marla Seaton's address be currently maintained at the same address at 6707 N. Happe Rd. and that the Kemper's address also be Happe Rd.

Mr. Hunter seconded the motion. So ordered.

RE: ENFORCEMENT OF DUMPING ORDINANCE

President McClintock noted this matter had been deferred until such time as Attorney Price could be present, since he had sent the Commission a letter on August 12th and they wanted him to be at the meeting to field any questions from the Commissioners. Basically, the Board had asked Gary to review alternatives for the enforcement of the Vanderburgh County Dumping Ordinance. He has reviewed the Statute to determine what action the County may take to bring property into compliance and thereafter charge the property owner for such cost. (I.C. 36-1-6-2) We have one right now where the Health Department has given the property owners fourteen (14) days to comply with the dumping ordinance. We did not say what we were going to do to them after 14 days, but at the end of the 14 days there are a variety of options of things we can do. Gary felt, and she agreed, that the Commission should develop some general policy or feeling as to how they feel about this issue. Do we want to be stringent with the polluters? Do we want to try to continue to try to get IDEM to do it? And in some cases take a little more lax attitude? Or do we really want to try to go out and get some of these areas cleaned up that have been continuing problems to the community? I still believe that the Commission should review on a case-by-case basis -- before we go out -- any action that could in the long run end up costing the County money. Because if we went in to clean something up and we say we can charge the property owners back -- the reality is that maybe the cost is more than the property is worth and we're going to end up selling another piece of property for \$1.00. So that is kind of what we want to discuss tonight -- your general feelings about how aggressive the various department (Building Commission, Health Department and Law Department) should be with these people violating and then, if you feel we should be aggressive in pursuing these problems, do you agree or disagree that if we're going to go in and clean up or take some kind of action that could cost the County money that those should come back to the Commission on a case-by-case basis?

Commissioner Hunter said he wants to ask Commissioners McClintock and Borries a question. Both have lived through some of this before and he knows Rick had some concerns last week about how effective this would be. What are their feelings on this? They've been through this before and he hasn't.

Commissioner McClintock responded, "Well, I know that there are an awful lot of citizens out there -- an increasing number of citizens -- who are becoming increasingly irate over their perception of their inability to get anybody to take care of some of these problems. Now, some of these people are very reasonable people and they have reasonable concerns. In the places she's gone out to look, she wouldn't want them next door to her home either. There are some that are concerned for other reasons and we're never going to be able to deal with their real problem. But, as long we leave -- and she thinks the farm on the north side is a perfect example -- this farm is in an agricultural area, so clearly these people can farm. There are some neighbors very upset because they are pig farming, but because there are also several areas on this site where a lot of dumping has gone on, the neighbors have a legitimate complaint to the Commission about doing something to get it cleaned up. Now, once the whole site is cleaned up -- and we've told them we can't do anything about the pigs; it's perfectly legal to have pigs in an agricultural area -- but at least we've done what we can do to resolve the problem."

Commissioner Borries said, "Well, I have a question for Gary. I think I made my thoughts known -- I would hope, rather clearly -- at our last meeting in the sense that it is very difficult unless you station an employee or some agent of the County every ten feet to really enforce a dumping ordinance as some citizens (as Carol pointed out) would like us to do. And sometimes then they would

probably prefer that we throw them in jail forever -- if you could catch them. And, again, you'd have to literally have to station somebody every 10 ft. apart maybe 24 hours per day in order to catch them. When we passed an Ordinance one of the big concerns on the part of some property owners was that they were going to get penalized -- not the dumper or the litterer. That somebody comes who doesn't care, who is not a good citizen, trashes up their yard -- **they** get penalized. That's unfortunate, certainly, because they would be, in my opinion, the victim of an Ordinance -- and I don't want that to happen. So I guess my question is, is there anything in this Ordinance that is not contained in the State statute? Are we doing something **more** in our Ordinance than the State requires?"

Attorney Price responded, "No, not all. In fact, I should think that this Indiana Code that Carol is talking about -- that's the ultimate right there -- you can't do much more than that. As far as our Ordinance is concerned, we give them notice, we give them citation, and then at that point -- if we choose -- which we've not had to choose at this point -- we can bring legal action against them. The discussion was we can bring legal action to force them to bring the property into compliance -- but it make take 12 or 14 months before we can see a Judge. So the question was, on those situations where the property owner is intentionally avoiding and continuing to violate the Ordinance, can we do something that is quicker and that is what brought this opinion letter about. So, no. The Ordinance is polite."

Mr. Borries asked, "How much quicker -- and what would be the area insofar as penalties? I mean, I'm not familiar with that. I gave an example the last time where I've been in Court on a particular situation involving property -- clearly in violation -- declared guilty by a Court -- and it's still there. Now, how stringent do you give it and what do you do? What does the law provide for? We set up our own Court and then go above or supersede maybe what a Court would do if we set up some kind of Environmental Court or find a person guilty?"

Attorney Price stated, "Even if we went through a Court the ultimate would be this -- to clean it up and place a lien on the property."

Mr. Borries said, "I just can't understand why something doesn't happen then, because...."

Ms. McClintock interrupted, "That is what we're trying to do -- make something happen. The reason nothing happens now is because it goes to Court. For one, I don't think anybody has ever concentrated on really trying to get some of these areas cleaned up. I mean, I think there has been some talk about it and I think something's happened -- but there's never been the kind of follow-through we needed. When we went and talked to the people who worked for us in Vanderburgh County government (the Health Department and the Building Commission) who are trying to go out and take care of these violators, Rick, what they said to us is, 'Here's what we need; we need to be able to look at those people (like they did today with the farmer) and say, 'You've got 14 days to clean it up. If you don't clean it up in 14 days we'll come out and clean it up for you.' And that's when you file the lien -- put the lien on the property and recoup the County money. What is happening now is that they are going to Court and spending 12 to 14 months in Court. These people know they are going to be in Court forever. They might get fined \$10.00 and nothing has happened -- and the people get frustrated -- just like you got frustrated in that Court case -- and you can't blame them."

Attorney Price stated, "I'm not familiar with that particular Court case. There may have been a fine of \$10.00, but I believe there would also be an order to comply - to clean the area up. I would

be surprised if that was not the relief granted."

Ms. McClintock said that was some three or four years ago.

Commissioner Borries commented, "Some day next week I'll be happy to show it to you.:

Attorney Price continued, "If that is the case and there was a Judgment, then that Judgment is good for at least ten years anyway, so we can still attempt to enforce it."

Mr. Borries said, "Okay."

Commissioner Hunter said, "I can sympathize with Rick, because I contacted the Sheriff's Department this summer on, I think, the borrow pit that is out in your district -- off I-164. Sort of the answer I got from the Sheriff's Department was that many times these things just wander around for months, end up in Court, and then virtually nothing happens. And it becomes very frustrating to the Sheriff's Department, as well, to issue citations that have nothing come of them. But I don't think that absolves us of trying to do something. I think the only way I would support anything is, as Carol suggested, on a case-by-case basis. In the case of the borrow pit, I have been told the gentleman pays the fines and says it is cheaper than fooling with changing anything."

Ms. McClintock said, "Well, he may change his tune after his latest IDEM \$25,000...."

Mr. Hunter continued, "Those people out there are very, very upset. They are irate and they pay taxes and I think it behooves us to try to do something to solve their problem. I am willing to go along with anything that we think is reasonable and proper."

Ms. McClintock asked, "Would you like to make a motion to pursue these polluters in an aggressive manner, with the understanding that prior to sending Notice of Intent to clean up the property or whatever that those are brought before the Commission on a case-by-case basis?"

Commissioner Hunter responded, "Yes, I'd support that and I make that in the form of a motion."

Ms. McClintock asked Commissioner Borries, "Can you live with that?"

Mr. Borries replied, "I will second that. What will be accomplished by bringing these on a case-by-case basis, Don?"

Commissioner McClintock interjected, "I'm the one who suggested that - so can I explain that?"

Commissioner Hunter said, "Go ahead."

Commissioner McClintock continued, "Well, my thinking is that there were people who were concerned that we would go a little nuts here and, you know, and go out and start fining property owners when people dumped on their property and not give them reasonable time. And there are still those people we still want to work with -- and we want the Health Department to maybe give a little bit more time to get that clean up done. Although, unfortunately, that owner is eventually going to have to clean that up. (You would if it were dumped on your property.) But this way it brings to the attention for the Commission when that type of action is going to be taken. I mean it could be placed somewhere on the Consent Agenda when somebody has a question -- and they can ask it. It doesn't have to be placed on the Action agenda. But it will give us an opportunity to kind of monitor what those department are doing and what kind of

success rates they are having. At the same time, she would think this would take away the fear that the trash police are out terrorizing Evansville and that there weren't some kind of reasonable procedures that were being followed and that we didn't just have people operating as County employees going out and representing us as Commissioners and kind of throwing their weight around."

Mr. Hunter said, "I guess, Rick, to give you an example of a case-by-case basis, I don't want to penalize the farmers in Union Township who may have something dumped on their property and who are in the middle of planning or in the middle of harvesting and really don't have time to take time out to clean that up -- but will eventually do it when they have within their schedule. At the same time, we've got people in this community who have owned property on the West Side and the East Side or Southeast Side and have literally thumbed their noses at the community in being good neighbors. Those are the ones, I think, if we can that we need to get tough with. And that is the reason I'd like to do it on a case-by-case basis."

Mr. Borries said, "I see some real distinctions between the litterers and the litterees, I guess, if there is such a way of describing it. What you said is, there are a number of good farmers, well intentioned people here, who get their property trashed through no fault of their own. They didn't do it -- somebody did it to them. They've become a victim. I understand that. Then there are others who trash their own property. They are not littering their neighbor's property. They are not a good neighbor -- but they trash their own property. And in terms of the pits, frankly, it was an environmental disaster that was not caused by the County -- but it certainly was caused by someone obviously -- either some firm or some decision made when the I-164 project was being built. So these poor people out there have inherited something. They didn't trash their property and no one else has trashed their property. What I am saying is that if your case-by-case is going to distinguish between those people who are probably victims who get their property trashed -- I can support that kind of thing."

Commissioner McClintock remarked, "I think that is exactly what I just said."

Mr. Hunter said, "Their property has been trashed out there and that is what they are so irate about. Some of the owners out there have had stuff dumped on them and their property has been trashed. And when one person even asked the guy who was dumping to quit, he threatened him and followed him home and they had to call the Sheriff. They've got to live with that horrible hole in the ground out there and if we can help I'd sure like to try."

Commissioner Borries said, "I hear that."

Ms. McClintock again stated, "Well, I think that is what we're trying to do here. Did you make a motion?"

Mr. Hunter responded, "I did."

Ms. McClintock asked, "Rick, did you second?"

Mr. Borries replied, "Yes, I seconded it."

Ms. McClintock said, "I will so order. So, Mark, you know to talk to the Health Department and the others we've been working with. If they have a problem -- they've worked with them and worked with them and worked with them and that's not working any more -- and they want to give them some kind of 14 or 30 day notice or whatever, I think the simplest thing to do I think would be to type

like a one page report or whatever and put it somewhere on the Consent agenda the same place all the time. There will be some, I'm sure, because we've gotten a hundred thousand calls. You'll recognize them -- and there won't be a big flurry of them, because we still have some we're trying to work with."

Mr. Abell asked, "But do you want me to have that department (Area Plan or the Health Department or whoever) submit that individually to you?"

Ms. McClintock confirmed, "To the Commissioners."

Commissioner Hunter stated, "We'll know it anyway -- because ultimately, the appropriation has to come through us."

RE: USI INTERCHANGE

President McClintock said the way that the Board left this question last week was that Mr. Savage was going to check to see if we wanted to if we could name it **University Boulevard**. The answer to that question is?

Mr. Savage responded, "The answer is a qualified yes. If University Boulevard is the street that runs down into the University and the address of the University is 8600 -- it's an east/west number, although it is a north/south street. If the University would be willing to change their street number, then yes, that could be done. We've not been able to touch base with the University to find out if they would be willing to do that."

Commissioner McClintock said she doubts that the University is going to want to change their address. She does have a late breaking idea. She then cited the following:

As a westsider, Chamber Chairman and Evansville booster, I'd like to suggest University Beltway for the new highway from USI to Highway 64. When completed this will provide a beltway around Evansville like other major cities that will enhance our economic development potential, both actual and perceived.

Thanks,

(Bob) R. C. Miller

Mr. Savage said there is no conflict with University Beltway. University Drive is the only other University street. There was a question raised about USI on signing -- of possible confusion with U. S. road number.

President McClintock said all the Commissioners liked University last week. How do they feel about University Beltway?

Commissioner Hunter said he likes University Parkway better -- since the West Side Improvement Association wants to beautify it and make it beautiful and green.

Ms. McClintock said she doesn't have any problem with Parkway or Beltway -- she could support either one.

Commissioner Borries asked, "What is going to happen to 8600 University Boulevard when we do this?"

Ms. McClintock responded, "Nothing, if we don't name it University Boulevard. If we name it University Boulevard, then the University has to change their number."

Mr. Borries said, "As David pointed out, that may not be a bad idea. It's a north/south road; there isn't anything east-west to

it, is there? How did they get 8600?

Mr. Savage said he believes there was some small east-west street originally that caused the 8600 number to be on that.

Ms. McClintock asked, "Are you still interested in Boulevard? Is that what I'm hearing? Dave said he couldn't get in touch with the University people; do you want Mark to try to contact them to see if they are willing to change their number from 86500?"

Mr. Borries asked, "Is the plank calling for a divided highway at that point? Will there be a boulevard there or just four continuous lanes there?"

Mr. Savage said he doesn't recall -- but he does believe it will align directly with University Boulevard -- so if you don't turn off this road we're naming, you'll end up on a private street or University Boulevard.

County Auditor Sam Humphrey said it was originally designed to be a beltway.

It was the consensus of the Board that Mr. Abell should contact the University to see if they would be willing to change their number and report back to the Board.

R: COUNTY ATTORNEY - GARY PRICE

Written Report: Attorney Gary Price submitted his written report and directed the Commissioners' attention to Item #8 regarding the sound system for the deaf at Vanderburgh Auditorium.

President McClintock said she has in her hands a check in the amount of \$3,643.75 from EMAC, Inc. We need a motion to accept that check and place it in Account #353, Auditorium Donations.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Borries said he would also request that a Thank-You note be sent to EMAC -- that's a very generous donation and very timely.

RE: COUNTY ENGINEER - DAVE SAVAGE

Notice to Bidders/Bridge #55 Red Bank Rd.: Mr. Savage said that a few weeks ago he asked to set an advertising date for bids on these two bridges. The contract documents weren't prepared and we weren't able to meet those dates. He now has a Notice to Bidders for Bridge #55 over Bayou Creek which we'd like to advertise on September 10 and September 17 and open same on September 21st.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage said he also needs the Title Sheet for the bridge plans to be approved.

Bridge #75/Old Petersburg Rd. Over Schlensker Ditch: Mr. Savage said the second item is not to set a bid date -- there are still some final details being worked out in the contract document -- but he would like to get the plans approved for Bridge #75 on Old Petersburg Rd. over Schlensker Ditch. He recommends approval.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: KORFF RD. - WIDENING & RESURFACING

Mr. Savage said this is the first of probably three (3) resurfacing contracts for this year. This one deals only with widening and resurfacing of Korff Rd. He has prepared a Notice on this project similar to the previous one -- advertise on September 10 and September 17, with bid opening scheduled September 21st.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: CLAIM - UNION TOWNSHIP ACCESS PROJECT

Mr. Savage said his last item concerns a claim on the Union Township Access Project in the amount of \$66.99 to Expressway Dodge. This is for repairs to the truck used on the project.

Motion to approve the claim was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Claims/Bond Money Projects: Mr. Savage asked if these claims need to be placed on the Action Agenda or can they also go on the Consent Agenda? There's been some dispute re this in the past -- so they will make that change for the future..

Ms. McClintock said those claims can go on the Consent Agenda.

Street Names/Union Township Access Project: Mr. Savage said it had been said that the new road could not be named Tekoppel because there is presently an alley that is named Tekoppel. After talking to the residents out there, everybody favors abandoning the name of Tekoppel on the alley and just leaving it as an alley and naming the new road Tekoppel. Apparently there was supposed to be a Tekoppel there and the house numbers are already even -- so this will correct that situation. Most of the houses front to the west. He doesn't think this requires any action on the part of the Board -- this is just for informational purposes.

RE: SUPT. COUNTY BUILDINGS/RADIO COMMUNICATIONS EQUIPMENT FOR THE HEALTH DEPARTMENT

Mr. Mark Abell, Superintendent of County Buildings, was recognized and said that last week he spoke about getting some quotes for Radio Communications Equipment for the Health Department. We were not able to come up with more than one quote. Apparently the first quote was so cheap that the second person asked didn't even bother to give a quote. Apparently it is pretty much at cost. These radios for the Health Department, along with the information given to the Commissioners last week would, he thinks, go a long way towards actually catching people dumping - because we will have our field operatives from the Health Department out in the field on another site and they can call them directly, speak to them and say 'hurry up and go catch so and so doing illegal dumping at the borrow pits,' for example.

Ms. McClintock asked, "Once we approve this, you have to go on Council call to request funding? And Central Dispatch also has to approve the use of the system."

Mr. Abell said that is correct -- and, he believes, the Commissioners would then own the radios. During an emergency (such as an earthquake, for example) we would be able to use that equipment ourselves if we needed it.

Ms. McClintock entertained questions of Mr. Abell.

RE: POTENTIAL RELOCATION OF OFFICE SPACE FOR COUNTY EXTENSION AGENT

Commissioner Borries said there was some discussion and he noticed that Mr. Abell had met with the County Extension Agent regarding possible relocation of office space. Does Mr. Abell have any report at all on that?

Mr. Abell said he has not officially met with the Extension Agent yet, so he does not have a report at that time.

Mr. Borries said he would just go on record that he would be opposed to that. He thinks County Extension Agents have long been a tradition not only in this County, but in all 92 counties and unless the Extension Agent would so request in writing to give up that space, he would not want to support that. The other two members of the Commission may want to authorize Mr. Abell to do that, but he did want to express his concern.

RE: CONSENT AGENDA

Voting Equipment: Commissioner Borries said he does have a question concerning the letter from Betty Knight Smith and Suzie Kirk, which states that it has come to their attention there are two vote tabulators and several ballot boxes being stored at the Old Courthouse and that Mark Acker has advised Benny that this equipment must be moved within the next couple of weeks. How is Mark Acker involved with this? I don't understand.

Ms. McClintock said Mr. Acker is the manager of the Coliseum.

Commissioner Borries said, "But this is the Old Courthouse."

President McClintock said the letter should say Coliseum.

Mr. Borries commented, "End of my question. Now I understand."

Ms. McClintock entertained further questions. There being none a motion was entertained for approval of the Consent Agenda.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: OLD BUSINESS

President McClintock entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Commissioner McClintock then entertained matters of New Business to come before the Board. There were none.

RE: ANNOUNCEMENTS

Special Drainage Board Meeting: President McClintock asked if there are any announcements. There was no response, and she said she'd like to announce that there will be a Special Drainage Board Meeting immediately following the Commissioners Meeting on September 14th -- the Laubscher Meadows Hearing.

Commissioner Hunter said that actually two (2) matters will be discussed: Laubscher Meadows and Willow Creek Subdivision. The latter is a subdivision which was turned down at the last Drainage Board meeting and the gentleman has asked the Board to reconsider it.

Ms. McClintock said that in order to give ample opportunity for testimony at the Drainage Board Meeting, they will try to keep the Commission agenda as short as possible.

Tax Adjustment Board: County Auditor Sam Humphrey said there is an organizational meeting of the Tax Adjustment Board at 9:00 a.m. on September 14th in Room 301. He believes we're one of four counties in the State that still have a Tax Adjustment Board. He's been trying to get them to eliminate this Board.

Ms. McClintock said, "Let's do that then. Would you like for us to put that on the agenda for week after next? "

Mr. Hunter said, "Please do."

Ms. McClintock asked Attorney Price to check to see if there is some funny ordinance that says Vanderburgh County has to have a Tax Adjustment Board. If not, we'll put that on the agenda and get rid of that.

There being no further business to come before the Board at this time, President McClintock entertained a motion to adjourn.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered -- and the meeting was adjourned at 6:55 p.m.

PRESENT:

Carolyn S. McClintock
Don Hunter
Richard J. Borries
Gary Price, County Attorney
Sam Humphrey, County Auditor
Roger & Marla Seaton/Happe Rd. Residents
Dave Savage, County Engineer
Norris Robinson, Risk Manager/Insurance
Allen Frederick/Donan Engineering Co.
Eric Welling/Donan Engineering Co.
Mark Abell, Supt./County Buildings
B. J. Farrell/Commission office
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock
Carolyn McClintock
Don Hunter
Don Hunter
Richard J. Borries
Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

September 8, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Norris Robinson
re: Diesel Contaminated Water Recovery (deferred from 8/31/92)
 - b. Roger O. Seaton and Marla J. Seaton
re: Proposed address change for residents on N. Happe Road
 - c. Letter from Ziemer Stayman Weitzel and Shoulders
re: Enforcement of Dumping Ordinance (deferred from 8/31/92)
 - d. USI Interchange:
re: correspondence received regarding naming of such
(deferred from 8/31/92)

6. DEPARTMENT HEADS

Gary Price ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

a. Travel/Education

Health (10) County Coroner (1)

b. Employment Changes:
(see attached pages)

c. Council Call:

Veteran's \$ 105.00 (to purchase new secretarial chair)

d. Letter from Betty Knight Smith/Susie Kirk
re: Permission to destroy two broken vote tabulators and to let
the ballot boxes be declared as surplus

e. INDOT/BHZ-BHM-E140-Bridge Rehabilitation for Columbia-Delaware
Connector over Pigeon Creek
re: initials needed for changes

f. Claim for signature.....\$ 250,000.00
From 130-3000 into 428 Cash Card Account

g. Claims to be paid:

Green River Road 216-4910:

1) Parcel 57/Hugh S. Pugh.....150.00
2) Parcel 60/Herbert B. Smiley.....150.00
3) Parcel 56/Ron & Cheryl Farmer.....150.00
4) Parcel 58/Brian L. Whitledge.....150.00
5) Parcel 59/Wm & Helen Ruff.....150.00

Charles Ruston.....414.00
Kahn Dees Donovan and Kahn.....3114.55

h. Scheduled Meetings

Mon SEPT 7	HOLIDAY/BUILDING CLOSED				
Tues SEPT 8	Commissioners Meeting	4:00 PM	RM	307	
	Executive Session				
	Commissioners Meeting	5:30 PM	RM	307	
Mon SEPT 14	Commissioners Meeting	5:30 PM	RM	307	
Tues SEPT 15	Solid Waste Meeting	4:30 PM	RM	307	

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

goes on Monday agenda

August 18, 1992

Ms. Carol McClintock, President
Vanderburgh County Commissioners
Room 305 Administration Building
Evansville, IN 47708

Re: Attached Papers

Dear Carol,

Since the first time I saw the County Garage, I've been pursuing an objective of cleaning up that large hole filled with petrochemical contaminated water at the Garage site.

After conversing with a succession of engineers, I was given the name of Donan Engineering, who apparently are working on overall site improvement, but are not now so concerned with the water-hole.

Much of the contamination of land & streams in America has been caused by dumping contaminated liquid in holes or on the ground.

Apparently, the contract with Donan doesn't address or include pumping the hole dry, removing surrounding contaminated soil, and refilling the hole.

They (Donan) seem more relaxed on this matter than I would be, since they say that there is an impervious layer of clay below the water. I say impervious to what and for how long?

I've discussed this matter with Mr. Helms, resulting in the attached quote. Their firm recommends First Recovery, Inc., as being the most competent of the two.

Because:

- 1) Land and stream pollution are extreme liability hazards, since these liquids are very toxic to humans.
- 2) There are people living near the garage whose water source is well water.
- 3) Our liability policies haven't, don't, and won't provide any coverage for this problem.
- 4) The hole is deep enough and sides steep enough if someone falls into it and no one else is around, especially in cold weather, they will probably die.

I recommend accepting proposal two for \$3,240 and proceeding A.S.A.P.

Yours very truly,


Norris Robinson, C.P.C.U.

NR/sh

DONAN ENGINEERING CO., INC.



JOHN G. DONAN, JR., P.E., PRESIDENT
RICHARD D. FARMER II, P.E., VICE PRESIDENT ENGINEERING
ALLEN R. FREDERICK, VICE PRESIDENT ENVIRONMENTAL

MAIN OFFICE
4342 NORTH U.S. 231
JASPER, INDIANA 47546
TEL. (812) 482-5611
FAX (812) 482-9165

August 12, 1992

920 VINE STREET
EVANSVILLE, INDIANA 47708
TEL. (812) 422-7456
FAX (812) 422-7488

Mr. Norris Robinson
Vanderburgh County Risk Manager
Civic Center Complex
Evansville, Indiana 47708

Re: Vanderburgh County Highway Garage
Diesel Contaminated Water Recovery

Dear Mr. Robinson:

Please find attached the cost estimate you requested concerning the above referenced project. I have solicited disposal fees from two (2) companies in the area as shown in the cost estimate, and I provided you with both of them. I have also attached to their respective fees, costs which Donan Engineering Co., Inc. will incur to administrate the activities. The final cost to complete the project may vary somewhat from the estimates provided. The final cost will depend on specific site conditions and the constituents of the liquid.

I would like to point out that the estimates were also prepared anticipating that Vanderburgh County will use their Highway Department employees, equipment and materials to fill the open pit after removal of the liquid. I contacted Fred Howard, County Highway Superintendent, about this matter on August 12, 1992. Mr. Howard confirmed that he could arrange for the open pit to be filled with appropriate material.

Please keep Eric Welling or me informed of the progress which is made concerning this matter so that we may assist you as needed. If you have any questions, feel free to call. We appreciate this opportunity to work with you and Vanderburgh County.

Sincerely,

DONAN ENGINEERING CO., INC.

A handwritten signature in black ink that reads "Darren L. Helms".

Darren L. Helms
Engineer

Enclosure

COST ESTIMATE
VANDERBURGH COUNTY HIGHWAY GARAGE
DIESEL CONTAMINATED WATER RECOVERY

ROY SAMPSON CO., INC. ESTIMATE

<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Liquid Product Disposal	Gallon	4,000	\$.35	\$1,400.00
Trucking & Labor	Hour	10	\$ 32.00	\$ 320.00
Lab Analysis	Lump Sum	1	\$300.00	\$ 300.00
Subtotal				\$2,020.00
Donan Engineering Co., Inc. Administrative Costs				\$ 540.00
Total Disposal Costs				\$2,560.00

FIRST RECOVERY, INC. ESTIMATE

<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Liquid Product Disposal	Gallon	4,000	\$.60	\$2,400.00
Trucking & Labor	Hour	N/A	N/A	N/A
Lab Analysis	Lump Sum	1	\$300.00	\$ 300.00
Subtotal				\$2,700.00
Donan Engineering Co., Inc. Administrative Costs				\$ 540.00
Total Disposal Costs				\$3,240.00

DONAN ENGINEERING CO., INC.

REQUEST FOR APPROPRIATION

DEPARTMENT: Veteran's Services DATE: 8/31/92

ACCOUNT	LINE ITEM	AMOUNT
1270	4210	\$105.00

EXPLANATION OF NEED FOR REQUEST

To Purchase Secretarial Chair

:

BALANCE OF ACCOUNTS:

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER

DEPARTMENT HEAD:

Council Call

HEALTH DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Mark Abbell, County Building Supr. **DATE:** August 31, 1992
FROM: Bret Townsend, R.E.H.S. Supv., Env. Div. **RE:** Radio Communications Equipment

Mark, this memo is in response to the request that the Health Department provide the County Commissioners with two bids on the 800 Mhz radio equipment the Commission is considering purchasing.

A bid has been received from Tristate Communications. That bid was submitted to you on August 28, 1992. Also on August 28, 1992 I visited Communications Maintenance, Inc. for the purpose of procuring a second bid. I spoke with CMI Manager Mike Barr. Mr. Barr stated that CMI would decline to submit a bid on this project. Mr Barr made reference to the fact that Tristate Communications has priced the equipment at factory direct prices.

To my knowledge, Tristate and CMI are the two agencies from whom both City and County agencies have been purchasing the 800 Mhz equipment and services.

HEALTH DEPARTMENT

INTERDEPARTMENTAL CORRESPONDENCE

TO: County Commissioners
FROM: Bret Townsend, R.E.H.S.
Supv., Env. Div.

DATE: August 28, 1992
RE: 800 Mhz Communications Equipment

Attached is a list of the items and labor charges necessary to equip four Env. Div. staff and a secretary with radio equipment operating on the 800 Mhz communications network utilized by Vanderburgh County Agencies. Prior approval of the Vanderburgh County Communications Board is necessary prior to activation of equipment operating within the 800 Mhz frequency range.

Below is an item by item explanation of the individual components of the bid:

<u>Item #</u>	<u>Description</u>	<u>Purpose</u>
1	Office Base Station	Office to field transmission
2	Base Battery Charger	Maintain backup battery used during power failures
3	Backup Battery	Battery for use during power outages
4	Unnecessary Microphone	Delete from list price of base
5	Desk Microphone	Office mic for base station
6	AC Power Supply	Power Supply for office base radio
7	Mounting Wedge	Mounting unit for office base radio
8	Control Station Yagi	Antenna for office base station; will be mounted inside the drop ceiling
9,10,11	LDF Coax, Connectors, Ground Kit	Hardware for mounting office base antenna
12	Select MPD	Hand held radios for field personnel to talk field to office and field to field
13	Scan MPD	Hand held scanning radios for field personnel to talk field to office and field to field
14	Delete Hicap Batteries	Batteries for hand held radios; supplied with the radios
15	Ex Hicap Batteries	Substitute high capacity batteries for standard batteries for hand held radios
16	Single Unit Charger	Battery chargers for hand held radios; one for each radio
17	Spare Battery	One spare battery for each hand held radio

The above listed equipment would be assigned to the Supv. and staff of the General Env. Div., as well as the Supv. of the Rodent Control Section.

The attached bid has a separate line for installation charges. These charges include a programming procedure necessary to activate the radios and also the

PROPOSAL ORDER NO.	CUSTOMER ORDER NO.	DATE
		8-27

CUST. NAME <i>Jandeeburg Co. Health Dept.</i>	SHIP TO <i>Brett Townsend</i>		
STREET	STREET		
CITY	CITY	STATE	ZIP CODE
STATE	ZIP CODE	PHONE	



1501 NORTH MAIN STREET
EVANSVILLE, INDIANA 47711
TELEPHONE 812 425-2205
1-800-669-0854

CUSTOMER SIGNATURE	
MR. SIGNATURE <i>Brett Thacker</i>	DATE

QUOTE GOOD FOR 30 DAYS

ITEM NO.	QTY.	COMBINATION, OPTION OR DRAWING NUMBER	DESCRIPTION	CHAN. #	OPERATING AND CHANNEL GUARD FREQ.		UNIT PRICE	TOTAL AMOUNT
307	1	FMOD865	12WATT SCAN FM.D		:	:		2328.00
307	2	1-A-18 Type J-12	6AMP CHARGER		:	:		130.00
307	1	20AH-12V	20AMP BATTERIES		:	:		68.00
307	1	FMMCAF	DELETE MIC		:	:		-60.00
307	1	W8MC04	Add Desk Mic		:	:		44.00
307	1	19A704647P2	Add A.C. Power Supply		:	:		236.00
307	1	19C851685G2	MOUNTING WEDGE		:	:		12.00
812	1	DR-498	CONTROL STATION YAGI ANT		:	:		168.30
812	9	1/20ft 7770	Y21N LDF COAX		:	:	\$170.00	85.00
812	10	1/40ft 7774	Y21N CONNECTORS		:	:	24.65	49.30
812	11	7740	Y21N CORDW KIT		:	:		17.43

SPECIAL INSTRUCTIONS	DEPOSIT \$	TOTAL EQUIP. PRICE \$
	UNPAID BAL. \$	INSTALLATION \$
		TRANSP. CHGS. \$
	FCC/COORD. FEES \$	TAXES \$
		TOTAL SALES PRICE \$

You are responsible for all equipment for loss or damage while in your possession. All equipment listed above is considered property of TSC, Inc. until paid in full.

PROPOSAL ORDER NO.	CUSTOMER ORDER NO.	DATE 8-27
--------------------	--------------------	--------------

CUST. NAME <u>VanDerburg Co Health Dept</u>	SHIP TO <u>Brett Townsend</u>		
STREET	STREET		
CITY	CITY	STATE	ZIP CODE
STATE	ZIP CODE	PHONE	

1501 NORTH MAIN STREET
EVANSVILLE INDIANA 47711
TELEPHONE 812 425 2205
1-800-669-0854

CUSTOMER SIGNATURE	
MR. SIGNATURE	DATE
	
QUOTE GOOD FOR 30 DAYS	

SPECIAL INSTRUCTIONS

MAKES OUT TWO SEPARATE P.O.'S AND SEND BOTH TO TSC.

#1 IS MADE OUT TO GENERAL ELECTRIC FOR #11308.03

#2 IS MADE OUT TO TRI STATE COMM FOR 624.33

DEPOSIT	TOTAL EQUIP. PRICE
\$	\$ 1,308 9
UNPAID BAL.	INSTALLATION
\$	\$ 624 33
	TRANS. CHGS.
	\$
FCC/COORD. FEES	TAXES
\$	\$
	TOTAL SALES PRICE
	\$ 1,932,36

PUBLIC WORKS DEPARTMENT

AGENDA

SEPTEMBER 8, 1992

- | | | |
|----|---|--------------------|
| 1. | Bridge #55 Red Bank Road
Notice to Bidders
Bridge Plans - Title Sheet | D&I R ^B |
| 2. | Bridge #75 Old Petersburg Rd.
Bridge Plans - Title Sheet | D&I R ^A |
| 3. | Widening/Resurfacing of Korff
Notice to Bidders | D&I R ^B |
| 4. | Claims:
Union Township Access/Bond
Expressway Dodge | \$66.99 |

ZIEMER, STAYMAN, WEITZEL & SHOULDER

ATTORNEYS AT LAW

P. O. BOX 916 - 1507 OLD NATIONAL BANK BLDG.

EVANSVILLE, INDIANA 47706-0916

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDER
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. HAHN
DAVID A. GUERRETTAZ

TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5069

JOHN E. EARLY
(1912-1983)

September 8, 1992

Ms. Carol McClintock
President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, Indiana 47708

Re: Report of County Attorney to Regular Meeting of
Commissioners (September 8, 1992); Status of Various
Legal Matters

Dear Ms. McClintock:

Herewith I submit to the Vanderburgh County Commissioners my report as Vanderburgh County Attorney on the status of various legal matters as of the regular meeting of the Vanderburgh County Commissioners held September 8, 1992:

1. At the request of the County Auditor, this office prepared an opinion regarding what party is responsible for taxes and special assessments which accrue subsequent to the tax sale.

2. The Vanderburgh County Treasurer has been named a Defendant in a mortgage foreclosure action filed by Aetna Finance Company v. Barbara Alverson, in the Vanderburgh Superior Court as cause number 82D03-9208-CP-1556. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. This office prepared and filed an Answer on behalf of the County Treasurer.

3. At the request of Roger Elliott, this office prepared an opinion regarding the ATEK contract matters.

4. The Vanderburgh County Treasurer has been named a Defendant in a mortgage foreclosure action filed by the Cynthiana State Bank v. Ira W. Clark, in the Vanderburgh Superior Court as cause number 82D03-9208-CP-1567. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. This office prepared and filed an Answer on behalf of the Vanderburgh County Treasurer.

5. At the request of the Vanderburgh County Auditor, this office prepared a form letter to be used by the Auditor's Office, regarding the redemption of real property issue.

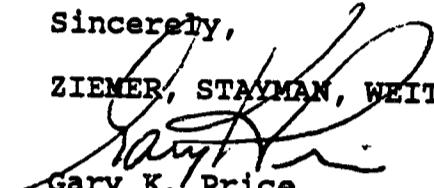
6. At the request of the Commissioners, this office prepared an opinion regarding Section 151.37 of the Vanderburgh County Code of Ordinance, entitled Retention Basins and Storm Sewers. A copy of such opinion is being distributed to the members of the commission, and other interested parties.

7. At the request of the Vanderburgh County Health Department, this office prepared a letter of representation, on behalf of the Health Department, advising a particular party of his continued violation of the Vanderburgh County Dumping Ordinance. In response to the Vanderburgh County Health Department and to said letter from this office, the violation was corrected.

8. This office is in receipt of a check from Emac, Inc., made payable to Vanderburgh County Auditorium, as a donation for the purchase of a sound system for the deaf at the Auditorium. Such check has been delivered to the County Auditor with the letter attached hereto.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS


Gary K. Price

GKP/te

ZIEMER, STAYMAN, WEITZEL & SHOULDER

ATTORNEYS AT LAW

P. O. BOX 916 • 1507 OLD NATIONAL BANK BLDG.

EVANSVILLE, INDIANA 47706-0916

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
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DAVID A. GUERRETTAZ

TELEPHONE (812) 426-7575
TELECOPIER (812) 421-5089

JOHN E. EARLY
(1912-1983)

September 4, 1992

Sam Humphrey
Auditor's Office
Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, Indiana 47708

RE: Vanderburgh County Auditorium Sound System

Dear Sam:

Enclosed herewith, please find a check from Emac, Inc., payable to Vanderburgh County Auditorium in the sum of \$3,643.75. As you will recall, this amount is a donation to the County for the purchase of a sound system for the deaf at the Vanderburgh County Auditorium.

The sound system has been ordered and is scheduled to be delivered and installed in approximately ten (10) days. As such, the County should deposit this check in a special account, and once the system is installed and working, make payable a check in the same amount to the following entity:

Audex
713 North Fourth Street
Long View, Texas 75601
ATTN: Bryan Beatty

I have asked Sandy Toten, the Auditorium Manager, to advise me when the system is installed. Should you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Ziemer, Stayman, Weitzel & Shoulders



Gary K. Price

GKP/te
cc: Sandy Toten



EMAC, INC.
SUBWAY DEVELOPMENT CO.
OLD NEWBURGH HOUSE SUITE 201
4188 HWY. 281 NEWBURGH, INDIANA 47630

EXPLANATION	AMOUNT

71-4/863

4833

CHECK
AMOUNT

\$ 3643.75

PAY AMOUNT OF	Three thousand six hundred forty three ⁷⁵ / ₁₀₀ DOLLARS		
DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
8/28/83	Vanderburgh County Auditorium	donation for dinner	4833

EMAC, INC.
(812) 863-3310

Citizens Bank

CITIZENS NATIONAL
BANK OF
EVANSTVILLE, INDIANA

ROUTING # 10863000410 4602447549#

Carol M. Ed. J.

ZIEMER, STAYMAN, WEITZEL & SHOULDER
ATTORNEYS AT LAW

P. O. BOX 916 • 1507 OLD NATIONAL BANK BLDG.

EVANSVILLE, INDIANA 47706-0916

TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5089

JOHN E. EARLY
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September 4, 1992

Sam Humphrey
Auditor's Office
Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, Indiana 47708

RE: Vanderburgh County Auditorium Sound System

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Audex
713 North Fourth Street
Long View, Texas 75601
ATTN: Bryan Beatty

I have asked Sandy Toton, the Auditorium Manager, to advise me when the system is installed. Should you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Ziemer, Stayman, Weitzel & Shoulders

Gary K. Price

GKP/te
cc: Sandy Toton

4833

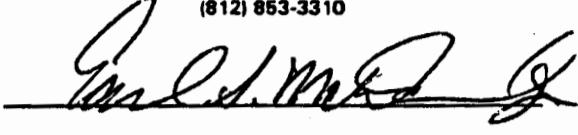
SUBWAY

EMAC, INC.
 SUBWAY DEVELOPMENT CO.
 OLD NEWBURGH HOUSE SUITE 201
 4109 HWY. 281 NEWBURGH, INDIANA 47630

EXPLANATION	AMOUNT

PAY AMOUNT OF	<u>Three thousand six hundred forty three - 75</u>		
DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
8/28/83	Vanderburgh County Auditorium	donation for ^{System} annual	4833
			\$ <u>3643.00</u>

EMAC, INC.
 (812) 853-3310

CHECK
AMOUNT**CitizensBank**CITIZENS NATIONAL
BANK OF
EVANSVILLE, INDIANA


#004833# 10863000410 #602447549#

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE DEPARTMENT OF PUBLIC PURCHASE ACTING FOR AND ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS WILL UNTIL MONDAY, OCTOBER 19 1992, AT 5:30 P.M. RECEIVE AND PUBLICLY OPEN AND READ SEALED BIDS FOR THE FURNISHING AND DELIVERY OF THE FOLLOWING:

LOCAL AREA NETWORK

REQUIREMENTS

1. Each bid must be in full compliance with the specifications and executed by the bidder on Standard Bid Form #95, wherein the Non-Collusion Affidavit must be completed in accordance with the Indiana State Board of Accounts.
2. All bids must be accompanied by a Bid Bond or Certified Check payable to the Board of County Commissioners of Vanderburgh County in an amount not less than five-percent (5%) of the total bid amount as evidence of good faith of the bidder and such deposit shall be subject to forfeiture in the event the bidder fails to execute his contract in accordance with his bid.
3. Consideration of applicable taxes shall be observed as covered in the specifications and Bid Forms. In no instance, however, will Federal Taxes or Indiana Sales Taxes be applicable.
4. The Board of County Commissioners of Vanderburgh County reserves the right to award separate contracts for each item and/or the right to reject any and all bids if considered in the best interest of the Vanderburgh County.
5. Specifications may be obtained from the Administrative Analyst, 100 East Sycamore Street, P.O. Box 154, Evansville, IN 47701-0154.

DATED THIS 14th DAY OF SEPTEMBER, 1992

THE BOARD OF COUNTY COMMISSIONERS
VANDERBURGH COUNTY, INDIANA

Carolyn McClintock, President
Don Hunter, Vice-President
Richard Borries, Member

Attest: Sam Humphrey, Auditor

PUBLISH IN THE EVANSVILLE COURIER AND PRESS: September 18, 1992
September 25, 1992



STATE OF INDIANA

EVAN BAYH - Governor

VANDERBURGH COUNTY OFFICE
DIVISION OF FAMILY AND CHILDREN
FAMILY AND SOCIAL SERVICES ADMINISTRATION
100 East Sycamore
P.O. Box 154
Evansville, Indiana 47701-0154
William L. Buckman, County Director
(812) 421-5500

TO: Vanderburgh County Commissioners
DATE: September 9, 1992
SUBJECT: Service Automation Procurement

The Family Protection and Development Section of the Vanderburgh County Office, Division of Family and Children is seeking to acquire additional equipment, software and services to expand a Personal Computer based Local Area Network system for automation of case tracking, service payment and case information retrieval.

This Special Project of the Family Services Program is designed to provide up-to-the minute tracking of Children in Need of Services who are wards of Vanderburgh County DFC and destitute children. The Service Automation for Family Enrichment (SAFE) System will provide more effective and timely access to information on foster home licensing, day care home licensing, children in placement, foster home service abilities and other child placement options. Service plans and providers will be tracked and monitored to maintain current case service information to provide workers with essential information for review and service planning to fulfill State and Federal regulations. Service vendor payments will be calculated and tracked by the system.

The SAFE system is currently under development by Vanderburgh County Office, Division of Family and Children data processing and program personnel. Additional programming and functional assistance will be provided by the Indiana County DFC Software Developers Group. However, the project cannot be completed and expanded to all involved service workers without the acquisition of the requested equipment.

Last year the Data Processing Board and Vanderburgh County Commissioners approved the initial purchase of hardware and software to allow development of this system. To implement the program will require acquisition of the equipment and software to provide all service workers and administrative personnel access.

The acquisition of this equipment would tremendously benefit the children of Vanderburgh County. This equipment will enable existing staff to provide comprehensive services to "at risk" children by reducing the amount of paperwork and increasing the amount of time spent providing direct services. These direct services are mandated by State and Federal regulations. These regulations mandate not only direct contact with these children and their families, but also provision of support services such as licensing of foster and day care homes, custody, home and guardianship and adoptive studies. Service providers will also be more amicable to working with the division since the accounting programming will allow payment of bills to be expedited. Computer support of important functions will obviously benefit the children and families in our community.

E.E.C. Sent 10/2
Payment of this acquisition will be made from the Welfare Fund, Family Services, Special Projects Account.

Sincerely,



William L. Buckman
Director

WLB/fw

**TAX ADJUSTMENT BOARD
TENTATIVE AGENDA**

Monday - September 14, 1992 (Room 301)

9:00 a.m. Organizational Meeting

Friday - September 18, 1992 (Room 307)

8:30 a.m.	Building Authority
8:45 a.m.	Evansville-Vanderburgh School Corp.
9:15 a.m.	Evansville-Vanderburgh Public Library
9:45 a.m.	COFFEE BREAK
10:00 a.m.	CITY Budget
10:30 a.m.	TOWNSHIP TRUSTEE BUDGETS
11:00 a.m.	COUNTY Budget

J. White

NOTICE OF SPECIAL MEETING
DRAINAGE BOARD OF
VANDERBURGH COUNTY, INDIANA
MONDAY - SEPTEMBER 14, 1992

NOTICE IS HEREBY GIVEN that the Drainage Board of Vanderburgh County, Indiana will conduct a Special Meeting in Room 307, Civic Center Complex, Evansville, Indiana immediately following the regular scheduled meeting of the Board of Commissioners, which begins at 5:30 p.m.

PURPOSE OF SAID MEETING is to consider drainage plans for Laubscher Meadows Sanitary Landfill Expansion and Willow Creek Subdivision.

DRAINAGE BOARD OF
VANDERBURGH COUNTY, INDIANA

Don Hunter, President
Richard J. Borries, Vice President
Carolyn J. McClintock, Member

Sam Humphrey, Auditor
Vanderburgh County, Indiana

Ted Ziemer, Jr.
County Attorney

CORRECTED NOTICE
NOTICE OF EXECUTIVE SESSION
BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA
TUESDAY - SEPTEMBER 8, 1992
4:00 P.M.

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Vanderburgh County, Indiana will meet in Executive Session at 4:00 p.m. on Tuesday, September 8, 1992 in Room 307, Civic Center Complex, Evansville, Indiana.

PURPOSE OF SAID MEETING is to discuss records classified as confidential by statute and to interview candidate for the position of Public Works Director for Vanderburgh County.

**BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA**

**Carolyn McClintock, President
Don Hunter, Vice President
Richard J. Borries, Member**

**Sam Humphrey, Auditor
Vanderburgh County**

**Ted Ziemer, Jr.
County Attorney**

**ZIEMER, STAYMAN, WEITZEL & SHOULDERS
ATTORNEYS AT LAW**

P. O. BOX 816 • 1507 OLD NATIONAL BANK BLDG.
EVANSVILLE, INDIANA 47706-0816

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDERS
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. HAHN
DAVID A. GUERRETTAZ

TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5069

JOHN E. EARLY
(1912-1983)

August 12, 1992

Ms. Carol McClintock
President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, IN 47708

Re: Enforcement of Dumping Ordinance

Dear Ms. McClintock:

At your request, I have reviewed alternatives the county may have in enforcing the Vanderburgh County Dumping Ordinance. Specifically, I have reviewed Indiana Statute to determine whether the county may take action to bring the property into compliance, and thereafter charge the property owner for such costs.

I.C. 36-1-6-2 provides that:

If a condition violating an ordinance of a municipal corporation exists on real property, officers of the municipal corporation may enter onto that property and take appropriate action to bring the property into compliance with the ordinance. However, before action to bring compliance may be taken, all persons holding a substantial interest in the property must be given a reasonable opportunity to bring the property into compliance. If action to bring compliance is taken by the municipal corporation, the expense involved may be made a lien against the property.

As such, once the property owner has been given a reasonable opportunity to bring the property into compliance with the Vanderburgh County Dumping Ordinance, the county may take action necessary to bring the property into compliance, and thereafter place a lien against said property for the expenses incurred. Thereafter, a legal action may be initiated in order to enforce and foreclose the lien against the real property. By statute, once the property owner has been put on notice, there is little he can do to prevent this action.

Ms. McClintock
August 12, 1992
Page 2

As we previously discussed, the advantage of this procedure would be a rather quick and effective way to bring the subject real property into compliance with the ordinance. The disadvantage, would be the risk involved in the county foreclosing on its lien, and thereafter owning the real property.

In the event the Commissioners wish that we initiate such procedures, please so advise. At that point, I will contact the Health Department in order to develop procedures necessary so that all county action remains in compliance with state statute.

Should you have any questions regarding this matter, or need further clarification, please do not hesitate to call.

Sincerely,

Ziemer, Stayman, Weitzel & Shoulders

Gary K. Price

GKP/te

cc: Roger Lehman
Brett Townsend
Sam Elder
Beverly Behme

Board of Commissioners

of the

County of Vanderburgh

308 ADMINISTRATION BUILDING

CMC CENTER COMPLEX

EVANSVILLE, INDIANA 47708



CAROLYN MCCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES



TEL. (812) 426-5241

AGENDA REQUEST

NAME OF REQUESTOR: DAVID L. SAVAGE

REQUESTOR TITLE: DIRECTOR

DEPARTMENT: Co. ENGINEER

REQUEST(S) BEING MADE:

CLAIMS:

- GREEN RIVER Rd. 216-4910
- PARCEL 57 - Hugh S. Pugh \$150.00
- PARCEL 60 - HERBERT B. Smiley \$150.00
- PARCEL 56 - Ron & Cheryl Farmer \$150.00
- PARCEL 58 - Brian L. Whitledge \$150.00
- PARCEL 59 - Wm & Helen Ruff \$150.00

DATE TO BE PLACED ON AGENDA: 9/8/92

ACTION _____ CONSENT X OTHER _____

FAX 974 | PAGES 10 | FROM G. Kercher
 TO N. Sanders | CC Public Work
 CC United Cos. | MM 424-7603
 FAX (317) 895-2593 | RECD (317) -
 MESSAGE

RECEIVED FOR RECORD

John G. Franke RVC

BOOK

3 PAGE 241

57 02471

AMENDMENT OF PLAT OF GREEN MANOR, A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 10 WEST, IN VANDERBURGH COUNTY, INDIANA, AS PER PLAT RECORDED IN PLAT RECORD "I", PAGE 269 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA.

THIS AGREEMENT, made and entered into as of this 15th day of November, 1956, by and among the undersigned owners and mortgagees of lots and lands in Green Manor, a subdivision of part of the East Half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, in Vanderburgh County, Indiana, as per plat recorded in Plat Record "I", page 269, in the office of the Recorder of said county, WITNESSETH THAT:

WHEREAS, a recent resurvey of said East half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, in Vanderburgh County, Indiana, has disclosed that the Southeast corner of said half quarter section, which corner is also the Northeast corner of the East half of the Southeast Quarter of said section, is actually located 8.31 feet North of the point specified on the above mentioned recorded plat of said Green Manor, all as more fully established by the certification of Leo V. Weiss, Civil Engineer, of the firm of Engineer Associates, attached hereto and made a part of this agreement; and the undersigned MODERN HOMES OF EVANSVILLE, INC., the original proprietor of said subdivision, has acquired from Roy L. Kixmiller and Patricia R. Kixmiller, husband and wife, the owners of the land South of and adjacent to said subdivision, a quit-claim conveyance dated the 10th day of October, 1956, recorded in Deed Record 390 page 369 in the office of the Recorder of Vanderburgh County, Indiana, covering a strip 8.31 feet in width North and South adjacent to the South line of said subdivision as originally specified upon said recorded plat, which conveyance was so obtained for the benefit of all affected owners of lots in said subdivision, and it is the mutual desire of the parties to reflect the required correction of said plat of record; and

WHEREAS, circumstances discovered subsequent to the recording of said plat of Green Manor establish the desirability of creating from Lots 1, 2, and 3 in said subdivision building sites or separate parcels to be used and occupied as separate building sites as follows:

Site or Parcel No. 1: Lot 1 in Green Manor, a subdivision of part of the East half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, as per plat thereof recorded in Plat Record I page 269;

ALSO that part of Lot 2 in said Green Manor described as follows: Beginning at the Southeast corner of Lot 2, thence West 236.05 feet to the Southwest corner of said lot, thence North 46 degrees 50 minutes West along the Westerly line of said lot 65.6 feet, thence South 80 degrees 59 minutes East 287.5 feet to the beginning;

ALSO a 6-foot easement across the West side of part of Lots 2 and 3, being 6 feet wide off the West side of Lots 2 and 3 extending from Pigeon Creek to the above described real estate;

Which site or parcel was conveyed by Modern Homes of Evansville, Inc., to Austen A. Robinson and Elsie S. Robinson, husband and wife, by deed dated September 24, 1953, and recorded in Deed Record 352 page 189; and

Site or Parcel No. 2: Part of Lots 2 and 3 in Green Manor, a subdivision of part of the East half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, as per plat thereof recorded in Plat Record I page 269, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, thence North 80 degrees 59 minutes West 287.5 feet to a point North 46 degrees 50 minutes West 65.6 feet from the Southwest corner of said Lot 2, from said point thence North 46 degrees 50 minutes West along the Westerly line of Lots 2 and 3 a distance of 146.3 feet to a point North 46 degrees 50 minutes West 29.2 feet from the Southwest corner of Lot 3, thence in a Southeasterly direction running through Lot 3 a distance of 392.12 feet to the Southeast corner of Lot 3, thence South 125 feet to the Southeast corner of Lot 2, the place of beginning, which site or parcel is still owned by the undersigned Modern Homes of Evansville, Inc.; and

Site or Parcel No. 3: Part of Lot 3 in Green Manor, a subdivision of part of the East half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, as per plat thereof, described as follows:

Beginning at the Southeast corner of said Lot 3, running through said Lot 3 in a Northwesterly direction 392.12 feet to a point on the Westerly lot line of said Lot 3 a distance of 29.2 feet from the Southwest corner thereof; thence in a Northwesterly direction along said Westerly lot line a distance of 123.52 feet to a point in the center line of Pigeon Creek; thence along the center of Pigeon Creek to the North line of said lot as platted in said Green Manor; thence East along the North line of said Lot 3 a distance of 400 feet to the Northeast corner thereof; thence South along the East line thereof to the place of beginning, which site or parcel was conveyed by Modern Homes of Evansville, Inc., to Joe I. Ubelhor and Roberta M. Ubelhor, husband and wife, by deed dated May 7, 1955, recorded in Deed Record 372 page 23;

and it is the mutual desire of the parties to approve and ratify the separate ownership, use, occupancy, and conveyance of said sites or parcels as above described notwithstanding any of the provisions of the restrictions and protective covenants affecting title to Green Manor recorded with said plat in Plat Record I page 269.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of the mutual covenants and agreements herein contained and set forth the said parties hereto do hereby mutually covenant, promise, and agree as follows, to-wit:

1. Said plat of Green Manor is hereby corrected by recognizing that the distance from the Southeast corner of the East Half of the Northeast Quarter of said Section 11, measured along the East line of said half quarter section to the Southeast corner of said subdivision is 262.12 feet rather than 270.43 feet as erroneously specified upon said plat and the designation of said distance is hereby amended and corrected. This amendment and correction merely gives recognition to said error in said measurement and does not in any manner change or modify the location of the lot lines and the corners of the lots in said Green Manor as heretofore and presently laid out, established, and recognized; and all such lot lines and corners of lots as specified upon said plat in reference to the Northeast corner of said half quarter section are hereby verified and confirmed, it being the intent and purpose of this portion of this agreement that said plat be corrected retroactively as of the date thereof so as to designate the distance from the Southeast corner of said half quarter section to the Southeast corner of Lot 1 of said subdivision as being 262.12 feet as if said distance had been so originally designated.

2. The parties mutually consent and agree that the three sites or parcels of land specifically described above, which collectively consist of Lots 1, 2, and 3 in said subdivision, may be owned, used, occupied, and conveyed as separate sites or parcels as if each of said sites or parcels had been separately designated upon said plat as a separate lot; and, to

the extent required to effectuate the foregoing provisions of this portion of this agreement, the restrictions and protective covenants made a part of and recorded with said plat of Green Manor are hereby modified and amended.

All copies and counterparts of this agreement executed by any one or more of the owners or mortgagees of lands within said subdivision shall for all purposes be deemed and considered as one agreement. This agreement shall be effective and binding as to each party who shall execute the same notwithstanding the fact that it may not be executed by all owners or mortgagees of lots in said subdivision.

This agreement and all the terms and provisions hereof shall be deemed and considered as agreements and covenants running with the title to the real property included within said subdivision and shall extend to and be binding upon the heirs, devisees, legal representatives, and assigns of the individual parties hereto and the successors and assigns of the corporate parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals as of the date first above written.

NAME

OWNER OR MORTGAGEE OF

John F. W. Koch (SEAL))
John F. W. Koch
Wanda L. Koch (SEAL))
Wanda L. Koch
MID-WEST FEDERAL SAVINGS AND LOAN
ASSOCIATION
BY *Marketing*
Its *Area Office*

Lot 1, part of Lot 2, and
easement over part of Lots
2 and 3, being Site or
Parcel No. 1 described
above

MODERN HOMES OF EVANSVILLE, INC.
By *George W. Bottomley* (SEAL)
George W. Bottomley, President
ATTTEST *Curtis E. Huber*
Curtis E. Huber, Secretary

Part of Lots 2 and 3,
being Site or Parcel
No. 2 described above.

William H. Teague (SEAL)
William H. Teague
Virginia M. Teague (SEAL)
Virginia M. Teague

Part of Lot 3, being Site
or Parcel No. 3 described
above.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION
By *Mildred E. Schrader* (SEAL)
Its *Secretary*

Coleman F. Smith (SEAL)
Coleman F. Smith
Opryce B. Smith (SEAL)
Opryce B. Smith

Lot 4

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION
By *Mildred E. Schrader* (SEAL)
Its *Secretary*

NAME

OWNER OR MORTGAGEE OF

William W. Stoops (SEAL)
William W. Stoops

Lot 5

Jeanita M. Stoops (SEAL)
Jeanita M. Stoops

Harold A. Wilson (SEAL)
Harold A. Wilson

Lot 6

Carol L. Wilson (SEAL)
Carol L. Wilson

THE PERMANENT SAVINGS ASSOCIATION
OF EVANSTVILLE

By Louise H. Bouillot
Its Vice-Pres.

William T. Leggett (SEAL)
William T. Leggett

Carolyn Ann Leggett (SEAL)
Carolyn Ann Leggett

Lot 7

UNION FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Maurine H. Story
Its Secretary

Luther J. Jungemann (SEAL)
Luther J. Jungemann

Joyce A. Jungemann (SEAL)
Joyce A. Jungemann

Lot 8

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Gilbert E. Schrader
Its Secretary

Ramon E. Pontones (SEAL)
Ramon E. Pontones

Dorothy M. Pontones (SEAL)
Dorothy M. Pontones

Lots 9 and 10

MODERN HOMES OF EVANSTVILLE, INC.

By George W. Bottomley
George W. Bottomley, President

ATTEST: Curtis E. Huber
Curtis E. Huber, Secretary
(Record owner and vendor)

James W. Hayhurst (SEAL)
James W. Hayhurst

Burnice G. Hayhurst (SEAL)
Burnice G. Hayhurst
(Contract purchasers)

Lots 11 and 12

Claude L. Parker (SEAL)
Claude L. Parker

Margaret Jean Parker (SEAL)
Margaret Jean Parker

James W. Hayhurst (SEAL)
James W. Hayhurst

Burnice G. Hayhurst (SEAL)
Burnice G. Hayhurst

MIDWEST FEDERAL SAVINGS AND LOAN
ASSOCIATION
By *D. E. Hoyerston*
Its *Loan Officer*

Elmer Davis (SEAL)
Elmer Davis

Maude Davis (SEAL)
Maude Davis

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF EVANSVILLE

1951
By *Wildine C. Schrader*
Its *Treasurer*

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me, the undersigned, a Notary Public in and for said County
and State, the day and year below stated, personally appeared JOHN F. W.
KOCH and WANDA L. KOCH, husband and wife, and acknowledged the execution
of the annexed instrument.

WITNESS my hand and seal, this 14th day of December, 1956.

Frank C. McCray
Frank C. McCray

Notary Public In and for
Vanderburgh County, Indiana.

My commission expires
April 23, 1960

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me, the undersigned, a Notary Public in and for said County
and State, the day and year below stated, came MID-WEST FEDERAL SAVINGS
AND LOAN ASSOCIATION, a corporation, by *D.E. Hoyerston*, its
Loan Officer, who, as such *Loan Officer*,
for and on behalf of said corporation, acknowledged the execution of the
annexed instrument and the affixing thereto of the corporate seal of said
corporation.

WITNESS my hand and seal, this 22 day of January, 1958.

Mita Mutschler
Notary Public In and for META MUTSCHLER
Vanderburgh County, Indiana

My commission expires
ApriL 3, 1958

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public in and for said County and State, the day and year below stated, personally appeared MODERN HOMES OF EVANSVILLE, INC., an Indiana corporation, by GEORGE W. BOTTOMLEY, its President, and by CURTIS E. HUBER, its Secretary, who, as such President and Secretary, respectively, for and on behalf of said corporation, acknowledged the execution of the annexed instrument, and the affixing thereto of the corporate seal of said corporation.

WITNESS my hand and seal this 14th day of December, 1958.

Frank C. McCray

Frank C. McCray
Notary Public in and for
Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public, in and for said County and State, the day and year below stated, personally appeared WILLIAM H. TEAGUE and VIRGINIA M. TEAGUE,

husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 19th day of January, 1959.

Frank C. McCray

Frank C. McCray Notary Public
in and for Vanderburgh County, Indiana

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public, in and for said County and State, the day and year below stated, personally appeared FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, by Mildred L. Schaefer, its Secretary, who, as such Secretary, for and on behalf of said corporation

acknowledged the execution of the annexed instrument, and the affixing thereto of the corporate seal of said corporation.

WITNESS my hand and seal this 23rd day of January, 1959.

Naomi Smith (Broerman)

Notary Public (NAOMI SMITH) in and for Vanderburgh County, Indiana

My commission expires:
February 1958

SEAL

INDIANA

STATE OF INDIANA) SS:
COUNTY OF VANDERBURGH)

Before me the undersigned, a Notary Public
in and for said County and State, the day and year below stated,
personally appeared COLEMAN F. SMITH and JOYCE B. SMITH, husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 14th day of December

1956.

Frank C. McCray
Notary Public In and for

Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF INDIANA) SS:
COUNTY OF VANDERBURGH)

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared WILLIAM W. STOOPS and JUANITA M. STOOPS, husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 14th day of December

1956.

Frank C. McCray
Notary Public In and for

Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF INDIANA) SS:
COUNTY OF VANDERBURGH)

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared HAROLD A. WILSON and CAROL L. WILSON, husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 14th day of December

1956.

Frank C. McCray
Notary Public In and for
Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF INDIANA
COUNTY OF VANDERBURGH

) SS:

Before me the undersigned, a Notary Public in and for said County and State, the day and year below stated, personally appeared THE PERMANENT SAVINGS ASSOCIATION OF EVANSVILLE, an Indiana corporation, by Louis H. Boink Jr., its Vice-Pres., who, as such Vice-Pres., for and on behalf of said corporation,

and acknowledged the execution of the annexed instrument and the affixing thereto of the corporate seal of said corporation.

WITNESS my hand and seal this 21 day of January,

1958.

Dorothy M. Williams
Notary Public in and for Dorothy M. Williams
Vanderburgh County, Indiana

My commission expires:
My Comm. Exp. May 13, 1959STATE OF INDIANA
COUNTY OF VANDERBURGH

) SS:

Before me the undersigned, a Notary Public, in and for said County and State, the day and year below stated, personally appeared WILLIAM T. LEGGETT and CAROLYN ANN LEGGETT, husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 17th day of December,

1956.

Frank C. McCray
Frank C. McCray
Notary Public
in and for Vanderburgh County, Indiana

My commission expires:
April 23, 1960STATE OF INDIANA
COUNTY OF VANDERBURGH

) SS:

Before me the undersigned, a Notary Public, in and for said County and State, the day and year below stated, personally appeared UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, by Burnett A. Story, its Secretary, who, as such Secretary, for and on behalf of said corporation,

and acknowledged the execution of the annexed instrument and the affixing thereto of the corporate seal of said corporation.

WITNESS my hand and seal this 22 day of January,

1958.

Loretta M. Tatroe
Loretta M. Tatroe
Notary Public Loretta M. Tatroe
in and for Vanderburgh County, Indiana

My commission expires:
April 20, 1958

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public
in and for said County and State, the day and year below stated,
personally appeared LUTHER JUNGEMANN and JOYCE A. JUNGEMANN, husband
and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 14th day of December,
1956.

Frank C. McCray
Frank C. McCray
Notary Public In and for
Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared RAMON E. PONTONES and DOROTHY M. PONTONES, husband and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 13th day of December,
1956.

Frank C. McCray
Frank C. McCray
Notary Public
in and for Vanderburgh County, Indiana

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared JAMES W. HAYHURST and BURNICE G. HAYHURST, husband
and wife,

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 13th day of December,
1956.

Frank C. McCray
Frank C. McCray
Notary Public
in and for Vanderburgh County, Indiana

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me the undersigned, a Notary Public
in and for said County and State, the day and year below stated,
personally appeared ELMER DAVIS and MAUDE DAVIS, husband and wife.

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 14th day of December,

1956.

Frank C. McCray

Notary Public in and for
Vanderburgh County, Indiana

My commission expires:
April 23, 1960

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared Charles Parker and Margaret

Jean Parker, husband and wife

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this 26 day of January,

1957.

Charles Parker

Notary Public CHARLES PARKER

My commission expires:
April 30, 1959

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

Before me the undersigned, a Notary Public,
in and for said County and State, the day and year below stated,
personally appeared _____

and acknowledged the execution of the annexed instrument.

WITNESS my hand and seal this day of ,

19 .

Notary Public

My commission expires:

CERTIFICATION OF CIVIL ENGINEER

The undersigned, LEO V. WEISS, licensed Civil Engineer and land surveyor of Evansville, Indiana, and a member of the firm of Engineer Associates, does hereby certify that a survey of the East Half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, in Vanderburgh County, Indiana, made by him or under his supervision subsequent to the recording of the plat of Green Manor has disclosed that the true and correct distance from the Southeast corner of the East half of the Northeast Quarter of said Section 11 to the Southeast corner of Lot 1 of said subdivision is 262.12 feet rather than 270.43 feet as designated upon the recorded plat of said Green Manor; that the designation of said distance as being 270.43 feet was an error but that said error does not in any manner affect the established location of the lot lines and corners of lots in said Green Manor as the same are located with reference to the Northeast corner of said half quarter section; and that the lot lines and corners of said lots in said subdivision are all laid out and located on the ground with reference to the Northeast corner of said half quarter section as shown upon said recorded plat and with reference to the Southeast corner of said half quarter section as said plat has been corrected by the agreement to which this certification is attached.

DATED, this 4th day of December, 1956.



Leo V. Weiss

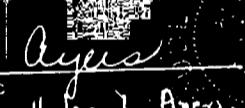
STATE OF INDIANA }
COUNTY OF VANDERBURGH }

SS:

SUBSCRIBED AND SWORN to before me, the undersigned, a Notary Public within and for said County and State, this 4th day of December 1956.



Notary Public



My commission expires

August 10, 1957

CERTIFICATION OF ABSTRACTER

The undersigned, VANDERBURGH ABSTRACT CORPORATION, certifies that it has made an examination of the public records of Vanderburgh County, Indiana, with reference to the ownership of and mortgages upon the lots and lands in Green Manor, a subdivision of the East Half of the Northeast Quarter of Section 11, Township 6 South, Range 10 West, in Vanderburgh County, Indiana, as per plat recorded in Plat Record "I", page 269 in the office of the Recorder of Vanderburgh County, Indiana, as of the date of this certification and that as of this date record title to and mortgages upon said lands appear as set forth in the Agreement among said owners and mortgagees to which this certification is attached.

DATED, this 1st day of January, 1957.

VANDERBURGH ABSTRACT CORPORATION

By Edward A. Nielsen

Edward A. Nielsen, President

To: Vanderburgh County Commissioners
From: Vanderburgh County Election Office

9-1-92

Dear Commissioners,

It has come to our attention that there are two vote tabulators and several ballot boxes being stored in the ~~Old Court House~~, COLISEUM. Mark Acker has advised Benny that this equipment must be removed within the next couple of weeks.

The Election Office does not have any place to store the obsolete tabulators and broken ballot boxes, therefore, it is our recommendation to destroy the vote tabulators and let the ballot boxes go for surplus.

If you should need any clarification concerning this matter contact Betty Knight Smith (5987) or Susan Kirk (5225).

Betty Knight Smith
Betty Knight Smith, County Clerk

Susan K. Kirk
Susan K. Kirk, Co-Manager Election Office

CME
R
RB

REQUEST FOR APPROPRIATION

DEPARTMENT: Veteran's Services DATE: 8/31/92

ACCOUNT	LINE ITEM	AMOUNT
1270	4210	\$105.00

EXPLANATION OF NEED FOR REQUEST

To Purchase Secretarial Chair

BALANCE OF ACCOUNTS:

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER A:

*CMB
RB*

DEPARTMENT HEAD:

Richard Kolden

Council Call

Aug 31/92

August 31, 1992

Vanderburgh County Commissioners
City County Building
Evansville, IN 47708

Dear County Commissioners:

We are writing to request that a proposed address change for our home not be processed as proposed. We currently live at 6707 N. Happe Road and have lived there since 1990. Recently we decided to divide our lot into two and sell the other portion of the lot to a family wanting to build a home there. In doing so, we discovered that the 180' "easement" that contained our rock lane was in fact a "right of way" which required us to widen the 180' portion of our lane to 16 feet and declare the lot a "major subdivision" before we could sell half of the lot. We did this and proceeded with the sale of half the lot to the other family.

By accident, the Kemper family who bought the lot from us found out that plans were underway to change our address and theirs to Laubscher Road - based on this being the proposed name of the 180' right of way! Neither we nor they are in agreement with this proposed change. As stated earlier, we have lived at the 6707 N. Happe Road address for two years and would incur great expense and inconvenience to change our address. Our mailbox is on Happe Road and the Kempers' mailbox will be on Happe also. The "right of way" looks like a private lane and will be treated as such by anyone who travels Happe Road. Happe dead-ends approximately one quarter mile north of our lane and is therefore traveled by residents only. Most importantly, we and the Kempers don't feel that emergency vehicles such as fire and ambulance would find us on "Laubscher Road" when our homes are situated just off of Happe Road.

For these reasons, we and the Kempers are in agreement that our addresses should remain N. Happe Road. If this is impossible under any circumstances, then at least the Happe name must remain in the address - for instance Northwest Happe Road or some such alternative.

We appreciate your consideration of this request and look forward to a positive outcome.

Sincerely,

Roger O. Seaton Marla J. Seaton
Roger O. Seaton and Marla J. Seaton
6707 N. Happe Road
Evansville, IN 47720

NOTICE TO BIDDERS

Sealed Proposals, or Bids, for Replacement of Bridge #55 on Red Bank Road over Bayou Creek (Project VC 92-08-01), Indiana will be received at the Office of the County Auditor (Rm. 208) until 5:30 p.m. LOCAL time as prescribed by the Acts of the Indiana Legislature in Chapter 172, year 1957, on the 21st day of September, 1992, at which time all Bids will be publicly opened and read aloud in the County Commissioners Hearing Room (Rm. 307).

Any Bids received after the designated time, for any reason, will be returned unopened.

Contract documents are on file in the office of the Vanderburgh County Public Works Department, Vanderburgh County Auditorium 715A Locust Street, Evansville, Indiana.

Bids shall be delivered in a sealed envelope bearing the name and address of the bidder indicating identification of the project and the branch of the work on which bid.

Bids shall be submitted on the Itemized Proposal Form (form enclosed) and Bid Form No. 96 (Indiana Form No. 96, Rev. 1987, provided separately), with a Non-Collusion Affidavit (form enclosed), all properly executed, signed, and sealed. The Non-Collusion Affidavit must also be properly notarized.

Each Bid shall be accompanied by (enclosed in the same envelope) a Bid Bond (form enclosed), Certified Check, Cashier's Check, Bank Treasurer's Check, or Bank Money Order in the amount of five percent (5%) of the total bid submitted.

No Bid shall be withdrawn after the opening of the Bids without the expressed consent of the Vanderburgh County Commissioners for a period of thirty (30) days after the scheduled time of bid opening.

The Contractor receiving award will be required to furnish a Performance Bond (Indiana Form 86A, Rev. 1947) in the amount of one-hundred percent (100 %), which is to remain in effect for twelve (12) months from the date of acceptance of the work.

Attention is called to the fact that prevailing wage minimum salaries and wages are set forth in the Contract Documents.

The Contractor shall list any subcontractors and the percentage of the contract to be performed by each subcontractor in the bid submittal.

Construction and installation shall be in full accordance with the contract drawings, specifications, and special provisions. Applicable sections of the 1988 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1988 Standard Specifications.

The Vanderburgh County Commissioners reserve the right to reject any and/or all Bids and to waive any informality in the bidding.

DATED THIS 14th DAY OF September, 1992

VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY OF VANDERBURGH, INDIANA

ATTEST:

RECOMMENDED:

Sam Humphrey,
Vanderburgh County Auditor

Public Works Director

NOTICE TO BIDDERS

Sealed Proposals, or Bids, for The Widening and Resurfacing of Korff Road (Project VC 92-08-03), Indiana will be received at the Office of the County Auditor (Rm. 208) until 5:30 p.m. LOCAL time as prescribed by the Acts of the Indiana Legislature in Chapter 172, year 1957, on the 21st day of September, 1992, at which time all Bids will be publicly opened and read aloud in the County Commissioners Hearing Room (Rm. 307).

Any Bids received after the designated time, for any reason, will be returned unopened.

Contract documents are on file in the office of the Vanderburgh County Public Works Department, Vanderburgh County Auditorium 715A Locust Street, Evansville, Indiana.

Bids shall be delivered in a sealed envelope bearing the name and address of the bidder indicating identification of the project and the branch of the work on which bid.

Bids shall be submitted on the Itemized Proposal Form (form enclosed) and Bid Form No. 96 (Indiana Form No. 96, Rev. 1987, provided separately), with a Non-Collusion Affidavit (form enclosed), all property executed, signed, and sealed. The Non-Collusion Affidavit must also be properly notarized.

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Attention is called to the fact that prevailing wage minimum salaries and wages are set forth in the Contract Documents.

The Contractor shall list any subcontractors and the percentage of the contract to be performed by each subcontractor in the bid submittal.

Construction and installation shall be in full accordance with the contract drawings, specifications, and special provisions. Applicable sections of the 1988 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1988 Standard Specifications.

The Vanderburgh County Commissioners reserve the right to reject any and/or all Bids and to waive any informality in the bidding.

DATED THIS 14th DAY OF September, 1992

VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY OF VANDERBURGH, INDIANA

ATTEST:

Sam Humphrey,
Vanderburgh County Auditor

RECOMMENDED:

Public Works Director

Note: Changes on Page 16 of Agreement initiated by Commissioners in their
9/8/92 meeting



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue

Room N755

Indianapolis, Indiana 46204-2249

(317) 232-5533

FAX: (317) 232-0238

EVAN BAYH, Governor
JOHN J. DILLON, Commissioner

Writer's Direct Line:
232-5317

August 3, 1992

RECEIVED

AUG 12 1992

Board of County Commissioners
of Vanderburgh County
305 Civic Center Complex
Evansville, IN 47708

VANDERBURGH COUNTY
COMMISSIONER'S OFFICE

RE: Project No: BHZ-BHM-E140()
Bridge rehabilitation for Columbia-Delaware
Connector over Pigeon Creek

Dear Sirs:

Enclosed are the two (2) Vanderburgh-State Agreements for this project. The amounts on page 2 of 16 have been increased to reflect an expected increase in the project costs.

It will be necessary for you to appropriate \$35,600.00 additional funds (a total of \$566,800.00 as the Vanderburgh's share of the estimated project cost. The revised total estimated cost is \$2,834,000.00 Please initial two changes on page 2 of 16 on both these agreements as your approval of the change to the agreement. Both copies are to be returned to us for further handling. To insure that this project will be on the August 18, 1992 letting we will need the agreements by August 14, 1992.

Sincerely,

Stephen M. Dilk, Area Engineer
Division of Local Transportation

SMD/sr
Enclosure

CC:
File

STATE - LOCAL PUBLIC AGENCY AGREEMENT

CONSTRUCTION AND PROJECT MANAGEMENT FOR FEDERAL AID PROJECTS

THIS AGREEMENT is made and entered into May 7, 1992,
19 92, by and between the STATE of Indiana, acting by and through the Indiana
Department of Transportation, hereinafter referred to as the "STATE", and the
Local Public Agency, Vanderburgh County, hereinafter
referred to as the "LPA".

WITNESSETH

WHEREAS, plans and specifications have been prepared for this project;

WHEREAS, the right-of-way for the project is of sufficient width to meet
the approved design standards for the project; and

WHEREAS, any additional right-of-way procured for the project was
obtained by the LPA in compliance with STATE and Federal Highway
Administration policies and procedures.

WHEREAS, through the cooperation of the LPA, the STATE and the Federal
Highway Administration, the following designated project has been approved by
the Federal Highway Administration and is ready for letting by the STATE:

Project No. BHZ-BHM-E140(1) Des. No. 85955
Description: Bridge Rehabilitation for Columbia-Delaware Connector
over Pigeon Creek Vanderburgh 10751A B-20039

RECEIVED

MAY 11 1992

**ATTORNEY GENERAL
OF INDIANA**

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the LPA and STATE mutually covenant and agree as follows:

1. The LPA's share of the cost shall be the total amount of the entire cost of said project (approximately \$ ~~2,495,000.00~~) less the amount contributed by the Federal Government through Federal-aid. The LPA has by an appropriation duly made and entered of record appropriated the sum of \$ ~~531,200.00~~ ~~499,000.00~~ to apply to the cost of said project, which amount is estimated to equal the LPA's share of the entire cost of the project.
2. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said highway shall be regulated on a continuing basis by the LPA with written use and occupancy agreements in accordance with the STATE'S utility accommodation policy titled "STATE of Indiana STATE Highway Commission Policies Covering the Use and Occupancy of Public Highway by Utilities".
3. The LPA shall comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.
4. A. General
 1. Notice is hereby given to the LPA or its subcontractor that failure to carry out the requirements set forth in 49 CFR, Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the STATE deems appropriate.
 2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the LPA and any subcontractor.
 - a. It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR, Part 23, shall have the

maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE requirements of the 49 CFR, Part 23, apply to this contract.

- b. The LPA agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the LPA shall take all necessary and reasonable steps, in accordance with 49 CFR, Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Federal assisted contracts.
 3. As part of the LPA's equal opportunity affirmative action program it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.
4. B. Definitions
The following definitions apply to this section.
1. "Disadvantaged Business Enterprise" means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals: and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 2. "Small Business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
 3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans women, or and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
 4. "Certified Disadvantaged Business Enterprises" means the business has completed and filed with the Indiana Department of Transportation a request for certification,

and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR, Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

4. C. Subcontracts

1. If the LPA intends to subcontract a portion of the work, the LPA is required to take affirmative actions to seek out and consider disadvantaged business enterprises as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential disadvantaged business enterprise subcontractors and the results thereof shall be documented and made available to the STATE and the FHWA when requested.
3. In those cases where the LPA originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C.1. and C.2. of this Section shall be performed.

4. D. Affirmative Actions

The LPA agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection the LPA shall:

1. Designate a liaison officer who will administer the LPA's Disadvantaged Business Enterprise program.
2. Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
3. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.
4. Cooperate with the STATE in any studies and surveys of the LPA's Disadvantaged Business Enterprise procedures and practices that the STATE may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in Subparagraph (3) above, in such form and manner and at such times as the STATE may

prescribe.

4. E. Leases and Rentals

1. The LPA shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transactions, and the type of purchase made or type of equipment rented.

4. F. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the STATE and approved by the Federal Highway Administration applies to this Agreement.

5. The plans, specifications and special provisions shall be subject to the approval of the STATE and the Federal Highway Administration. The STATE will prepare the Engineer's Estimate for the construction project. The STATE will advertise for bids for construction of the project. Upon receipt of an acceptable bid less than the Engineer's Estimate the STATE will award a contract for the project. If the acceptable bid is within 5% above the Engineer's Estimate, and the LPA concurs, the STATE may award the contract.
6. The construction contract shall be awarded based on unit prices and on estimated quantities, and if the total payment to the contractor under the construction contract is more or less than the estimated cost at the time of the signing of the construction contract, the LPA portion of the cost shall increase or decrease accordingly. Changes in the construction contract shall not be made without approval of the LPA, the STATE and the Federal Highway Administration.
7. When the construction contract is awarded and before the beginning of the work thereunder, the LPA shall pay to the STATE, within

forty-five (45) days after the contract is awarded, a sum equal to one hundred percent (100%) of the LPA's share of the bid price for construction. If an Advice of Change Order, AC, is approved which increases the project cost, the LPA shall pay to the STATE within ninety (90) days a sum equal to one hundred percent (100%) of the LPA's share of the increased cost.

8. The LPA shall provide competent and adequate engineering, testing, and inspection service to insure the performance of the work is in accordance with the construction contract, plans and specifications. In the event that the engineering and inspection service provided by the LPA shall, in the opinion of the STATE, be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. The STATE's engineers shall control the work the same as on other construction contracts.
9. If the LPA or its consultant is providing project management, the LPA shall make reports to the STATE as to the progress and performance of the work at such times as the STATE may require.
10. Upon completion of the construction and project management and prior to final reimbursement of the project management costs pursuant to this Agreement, a final audit of the project management costs shall be done by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Subpart 31.2. After the final audit is approved by the STATE, then final payment shall be made.

- II. A. The LPA portion of the construction cost shall equal the total payment to the contractor less the amount eligible for Federal-aid reimbursement.
- II. B. The LPA portion of the project management costs shall equal the cost incurred by the LPA in providing such service for this project less the amount eligible for Federal-aid reimbursement. Costs eligible for Federal-aid Reimbursement shall be limited to a maximum percentage of the construction cost. The maximum percentage rates are:

<u>Types of Funds</u>	<u>Project Prefix</u>	<u>Max. %</u>
Interstate Substitution	IX	15%
Urban	M, MG	15%
Rural Secondary	RS, RSG, SR	15%
Bridge Replacement &	BRM, BRS, BRZ	15%
Bridge Rehabilitation	BHM, BHS, BHZ	15%
Railroad Demonstration	RR	Unlimited
Hazard Elimination	HES	Unlimited
Railroad Protection	RRP	Unlimited
Railroad Crossing	RRS	Unlimited
Minimum Allocation	MA	Same as for the type of funds for the project "but for" using MA funds

I. Project Management by Consultant - A Separate Agreement between the LPA and the Consultant, setting forth the scope of work and fee, is required and must be approved by the STATE before the letting. Only costs incurred after the STATE's written notice to proceed to the LPA and the LPA's written notice to proceed to the Consultant shall be eligible for Federal-aid reimbursement.

The STATE shall approve in writing the Consultant's

personnel prior to their assignment to the project.

2. Project Management by LPA - The personnel must be bona fide employees of the LPA. They can not be paid on a "retainer" basis. Only costs incurred after the STATE's written notice to proceed to the LPA shall be eligible for Federal-aid reimbursement.

The STATE shall approve in writing the LPA's personnel prior to their assignment to the project.

- ii. C. In accordance with IC 8-13-14-1 the LPA shall pay the STATE the actual cost, less the amount eligible for Federal-aid reimbursement, for performing laboratory testing of materials. The material-testing charge shall be determined by application of the approved material testing rate to actual construction costs incurred excluding project management costs. This rate is based upon the amount of eligible costs of operating the Indiana Department of Transportation material testing function divided by the total costs incurred for specific types of contracts which utilize the services of the material testing function. The cost of providing material testing is included in the maximum limitation mentioned in Section 11B.
- ii. D. The LPA shall pay the STATE for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement. This cost is eligible for Federal-aid and is not included in the maximum limitation mentioned in Section 11B.
- ii. E. The LPA shall pay the STATE for expenses incurred in supervising the project according to the terms in Section 8 less the amount eligible for Federal-aid reimbursement. This cost is included

in the maximum limitation mentioned in Section 11B.

11. F. If, for any reason, the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal funds paid to the LPA or any other entity through the STATE under the terms of this Agreement, then the LPA shall repay to the STATE such sum or sums upon receipt of a billing from the STATE. Payment for any and all costs incurred by the LPA which are not eligible for Federal funding shall be the sole obligation of the LPA.
12. A. Construction by Contractor - During the progress of the work, the contractor through the LPA or its representative shall submit invoice vouchers to the STATE for construction completed.
12. B. Construction by LPA - During the progress of the work, the LPA shall submit claim vouchers to the STATE for construction completed. When claiming costs, the contractor or LPA shall certify by its responsible officer and/or engineer that those costs represented by the subject billing represent work physically completed. Upon approval of the voucher by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject voucher. Upon receipt of Federal-aid funds, the STATE will make payment to the contractor or LPA.
13. Project Management by LPA or Consultant - The LPA shall be reimbursed for management costs expended by submitting claim vouchers to the STATE not more often than once per month during the progress of the work. Upon approval of the claim voucher by the STATE, the STATE will request Federal-aid funds from the Federa

Highway Administration for the amount of the subject claim voucher.

Upon receipt of Federal-aid funds, the STATE will make payment to the LPA.

14. The LPA's share of the project cost shall be the amount as determined by the procedure outlined in Section II of this Agreement. From the LPA's share thus computed, there shall be deducted all previous payments made by the LPA to the STATE. Billings to the LPA for its share of project costs shall be due and payable 30 days from date of billing by the STATE. If the LPA has not paid the full amount due within 60 days past the due date, the STATE shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Auditor of the STATE of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to the Indiana Department of Transportation's account.
15. The LPA, prior to final acceptance of the project by the STATE and the Federal Highway Administration, shall place and maintain informational, regulatory, and warning signs or other markings and traffic signals necessary for proper traffic operations in the vicinity of the project subject to the approval of the STATE and the concurrence of the Federal Highway Administration. The LPA shall not open the project to traffic for unrestricted use until all appropriate traffic control devices, either temporary or permanent, are installed and functioning properly. Both temporary and permanent traffic control devices shall conform to the National Manual on Uniform Traffic Control Devices.
16. After the completion of the construction work in accordance with the plans and specifications and the approval thereof by the LPA, the

STATE and Federal Highway authorities, the LPA shall provide all maintenance, satisfactory to the STATE and the Federal Highway Administration, at the LPA's expense.

17. During the contract period and for three (3) years from the date of final payment the LPA shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection by the Federal Highway Administration, the STATE, or other authorized representatives of any unit providing money for the project and copies thereof shall be furnished if requested.
18. The LPA agrees to indemnify, defend, exculpate, and hold harmless the STATE, its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the work covered by this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions (A) of the STATE, its officials, or employees; or (B) of the LPA, its agents or employees, or other persons engaged in the performance of the work; or (C) of the Federal Highway Administration, its officials, agents, or employees; or (D) the joint negligence of any of them; including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The LPA agrees to pay all reasonable expenses and attorneys fees

incurred by or imposed on the STATE in connection herewith in the event that the LPA shall default under the provisions of this Section.

19. Pursuant to I.C. 22-9-1-10 the LPA and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
20. If this Agreement is for \$100,000.00 or more the LPA
20. A. Stipulates that any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
20. B. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
20. C. Stipulates that as a condition of Federal-aid pursuant to this Agreement it shall notify the STATE and Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Agreement is under consideration to be listed on the EPA Listing of Violating Facilities.

Insofar as authorized by law this agreement shall be binding upon the parties hereto, their successors or assignees.

THIS AGREEMENT shall not be effective unless and until approved by the Attorney General of Indiana, or his authorized representatives, as to legality and form.

IN WITNESS WHEREOF, the STATE of Indiana and the LPA, through their respective officials, have hereto executed this agreement.

Clerk-Treasurer or County Auditor

Mayor, with (Board of Public Works
with (Town Board)
or County Commissioners)

ATTEST:

Sam Humphrey cm
Signature
Sam Humphrey, Auditor
Vanderburgh County
(Print or type Name and Title)

Carolyn S. McClintock
Signature
Carolyn S. McClintock, Commissioner

(Print or type Name and Title)
Don Hunter
Signature

Don Hunter, Commissioner
(Print or type Name and Title)

Richard J. Borries
Signature

Richard J. Borries, Commissioner
(Print or type Name and Title)

Signature

(Print or type Name and Title)

Approved as to legality and form

J. D. Seidman, Deputy
Linley E. Pearson
Attorney General of Indiana
MAY 15 1992

STATE OF INDIANA
BY: INDIANA DEPARTMENT OF TRANSPORTATION

John J. Dillon
John J. Dillon
Commissioner

ATTEST:

Daniel A. Novreske
Daniel A. Novreske
Deputy Commissioner, Administration

A C K N O W L E D G M E N TState of Indiana County of Vanderburgh SS:

Before me, the undersigned Notary Public in and for said County personally appeared Carolyn McClintock, Commissioner; Don Hunter,
 (name of signers, their official

Commissioner; and Richard J. Borries, Commissioner
 capacity and firm name)
 and each acknowledged the execution of the foregoing contract on this 21st
day of January, 19 92, and each acknowledged and stated that he is the
 party authorized by the said firm to execute the foregoing contract.

Witness my hand and seal the said last named date.

My Commission Expires

June 12, 1992

 Notary Public
VanderburghCounty of ResidenceJoanne A. Matthews

Print of type name

A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County personally appeared JOHN J. DILLON, COMMISSIONER
 (name) (title)

of the Indiana Department of Transportation, and acknowledged the execution of
 the foregoing contract on this 7th day of May, 19 92.

Witness my hand and seal this said last named date.

My Commission Expires

August 19, 1995

 Notary Public
 Katrina L. Phelps.
HendricksCounty of Residence

**MINUTES
COUNTY COMMISSIONERS MEETING
SEPTEMBER 14, 1992**

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened at 5:30 p.m.	1
Pledge of Allegiance	1
County Attorney - Gary Price	1
County Engineer - Dave Savage	1
Claim/Chuck Ruston (\$360.00)	
Supt. of County Buildings - Mark Abell	1
Naming of USI Interchange	1
*University Parkway (Signs to be ordered)	
Dropping of name Tekoppel from alley south of Broadway	1
Consent Agenda	2
Petition to Abandon or Vacate County Easement on a Portion of Property Known as Lot #10 Chickasaw Park.....	2
Referred to D. Savage for review and a recommendation to the Board	
New Business	2
Old Business	2
Meeting Adjourned @ 5:45 p.m.	3

MINUTES
COUNTY COMMISSIONERS MEETING
SEPTEMBER 14, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, September 14, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding.

RE: PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order and asked the group to stand for the Pledge of Allegiance.

Commissioner McClintock then asked if there is any individual or group here today wishing to address the Commission who do not find their item of interest on the agenda. There was no response.

RE: COUNTY ATTORNEY - GARY PRICE

Resolutions re Condemnation Actions Concerning Lynch Rd. & Green River Rd.: Attorney Price submitted his written report and stated that, like last week, he doesn't have much to report. He does have three (3) Resolutions delivered to him by Attorney Wilhite, authorizing the County Attorneys to proceed with condemnation actions for the various parcels of real estate. He is recommending that the Commissioners proceed. Two of the parcels concern the Lynch Rd. Extension Project and one parcel concerns the Green River Rd. Project. A motion was then entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner McClintock, the Resolutions were approved, as submitted. So ordered.

RE: COUNTY ENGINEER - DAVE SAVAGE

Claim/Chuck Ruston: Mr. Savage said the only item he has is a claim to Chuck Ruston, temporary employee in the County Engineer's office. He is helping them catch up on a backlog of complaints. This is a weekly claim and he intended to get it on the agenda -- but part of the staff was off on Friday. The claim is in the amount of \$360.00 and he would recommend approval.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: SUPERINTENDENT OF COUNTY BLDGS. - MARK ABELL

President McClintock asked if Mr. Abell has anything to report. Mr. Abell said he has already submitted his written report and has nothing further to add, unless the Commissioners have questions.

Ms. McClintock said she is glad to see he is working on the Mission Viejo problem.

RE: NAMING OF USI INTERCHANGE/TEKOPPEL AREA

It was noted by Commissioner McClintock that the only remaining item on today's Action agenda is the naming of the USI Interchange. In Mark's report he indicated (and he has a separate report -- each of the Commissioners should have a copy) he had talked with Sherrianne Stanley, Vice President of USI, who indicated to him that under no circumstances would the school consider changing their street address from 8600 University Boulevard. Their phone number is 8600; their magazine is 8600; and they've just changed all their stationary, brochures, etc. Therefore, they are not

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interested in our extending to University Boulevard. She thinks we're now back to University Parkway or University Beltway and she'd be happy to entertain a motion for either.

Commissioner Hunter moved to name the USI Interchange the University Parkway, with a second from Commissioner Borries. So ordered. (Ms. McClintock said the signs can now be ordered.)

While on the subject, Ms. McClintock asked Mr. Savage if we need to do anything with Tekoppel?

Mr. Savage said we need to name the street. He is not sure exactly sure what the procedure would be to drop the name Tekoppel from the alley just to the west. Can that be done with a Board Resolution?

Attorney Price responded in the affirmative.

Mr. Savage said it is his recommendation that the name Tekoppel be dropped for the alley south of Broadway -- and the new Union Township connector be named Tekoppel all the way over to where it turns back south to the Old Henderson Road.

Ms. McClintock said she thinks probably this should be placed on the agenda as a separate item -- where people are aware the Board is going to take that up at next week's meeting. That is what she has heard from the neighborhood out there.

Mr. Savage said insofar as the residents he touched base with, that's the only thing that made sense to them.

RE: CONSENT AGENDA

President McClintock entertained questions concerning the Consent Agenda. There being none, a motion was entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries the Consent Agenda was approved, as printed. So ordered.

RE: PETITION TO ABANDON OR VACATE A COUNTY EASEMENT ON A PORTION OF PROPERTY KNOWN AS LOT #10 CHICKASAW PARK

Commissioner McClintock said Attorney Jerry Atkinson has submitted the subject petition. The background on this is that the predecessors in title, William A. and Geraldine E. Schmidt granted an easement in the subject property on or about January 30, 1986 to the State of Indiana to be utilized by the State in the construction and maintenance of I-164. The State subsequently elected not to utilize said easement and abandoned said property to Vanderburgh County. Current owners of the property are Mark and Dawn Nichols.

Continuing, Ms. McClintock said she has referred this matter to David Savage for his review and a recommendation to the Board.

RE: NEW BUSINESS

President McClintock entertained matters of New Business to come before the Board. There were none.

RE: OLD BUSINESS

Ms. McClintock entertained any further matters of Old Business to come before the Board. There were none.

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There being no further business to come before the Board, President McClintock entertained a motion to adjourn. Motion to adjourn was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered. Meeting adjourned at 5:45 p.m.

President McClintock announced the Special Drainage Board Meeting will be held immediately.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Gary Price, County Attorney
Cindy Mayo, Chief Deputy Auditor
Pam Martin, Chamber of Commerce
Dave Savage, County Engineer
Mark Abell/Supt. County Bldgs.
B. J. Farrell, Commission Office
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock
Carolyn McClintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

MINUTES
COUNTY COMMISSIONERS MEETING
SEPTEMBER 21, 1992

I N D E X

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Bituminous Materials Acct./County Highway (D. Savage to get	
w/Auditor to determine if we can use money from	
the Bituminous Materials Account to Purchase	
Concrete to perform repairs on concrete streets)	
Director of Public Works (D. Savage hopes to be able to	
make a recommendation to the Board next week)	
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(Report forthcoming from Donan Engineering with regard	
to oil wells on property an individual has indicated	
she wanted to give to the County)	
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<u>R E Z O N I N G P E T I T I O N S</u>	
VC-4-92/Warren W. SpurlingApproved on Final Reading, subject to comments made by Commissioner McClintock	15
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MINUTES
COUNTY COMMISSION MEETING
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The Board of Commissioners of Vanderburgh County met in session at 5:30 p.m. on Monday, September 21, 1992 in the Commissioners Hearing room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the meeting participants, introduced members of the County Staff and asked the group to stand for the Pledge of Allegiance.

Ms. McClintock then asked if there are groups/individuals present today who wish to address the Commission but do not find their item of interest on today's agenda. There was no response from the audience.

RE: PROPOSED LANDFILL EXPANSION

Commissioner Borries said, "Yes, Carol, I have an item that I think is so critical to this community's future that I think it must be brought up today. Last week's vote in the Drainage Board Meeting has now caused this County to have no alternatives about how we dispose of solid waste. On Tuesday, you said you wanted alternatives. On Thursday, you said you didn't want Rose Brothers as an alternative. So we don't have any!"

I wonder if you would be willing to reconsider at some point looking into this issue. Maybe we need to set a meeting sometime through this week to reconsider. If you are concerned about, you know, alternatives, maybe there needs to be some kind of independent alternatives set up that are outside the County and outside of the trash hauler -- but in view of what I have heard and what I have seen in relation to statements about the other firm -- Rose Brothers -- that was originally proposed as an alternative, I just can't see how we could go without making some kind of decision here to talk a little bit about this. So I would urge you at some point to consider that today -- you and Don.

On Friday, I met with BFI officials and I understand that you met with them, too. I'm proposing that the Drainage Board meet as soon as possible to consider whatever alternatives are available. I propose that a **Third Party** -- an independent engineering contractor -- be hired to monitor the plan -- after it is completed -- to see if it works and to make whatever modifications are necessary. I believe this must be done as soon as possible, because the citizens of this entire community deserve to know what is going to happen with their solid waste.

Commissioner McClintock said, "Rick, I don't have any problem doing that at all. I said last week and have said all along that we're in the process of trying to assimilate the information on those alternatives. I have met with BFI and I know that (Don, did you meet with them, too, separately?) to talk about what our individual concerns are. They are in the process of getting some information back to us. I feel that once we have all of that it would be very appropriate to have a meeting on that. So I don't know if we can do that this week -- but, hopefully, uh...."

Mr. Hunter interrupted, "We do have a Drainage Board Meeting next week and it could be on that agenda. I have no problem with that at all."

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Commissioner Borries continued, "Well, I think we have to look at alternatives because, frankly, we don't have any right now based on the decision of last week -- and I don't think we can posture too much longer. There was a decision made -- I disagreed with it. But maybe there are some things there that you guys didn't get. So whatever it was, we just need to get on with it and reconsider -- because I really think, you know, the one hundred sixty-five thousand people who didn't attend that meeting had a lot of interest in that -- and I've had a tremendous number of calls on it this week. So I urge your reconsideration if at all possible. Thank you.

Ms. McClintock asked if there is anyone else. There was no response.

RE: BID OPENINGS/VC-92-08-01/BRIDGE #55/RED BANK RD. OVER BAYOU CREEK & VC-92-08-03/WIDENING & RESURFACING OF KORFF RD. & LOCAL AREA NETWORK (LAN) FOR WELFARE DEPT.

Having stated the subject bids are to be opened, a motion was entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Attorney Wilhite was authorized to open the bids and read them into the record later in the meeting.

RE: AREA PLAN COMMISSION - LAND USE ANALYSES & RECOMMENDATION REPORTS ON SOUTH GREEN RIVER RD. FROM POLLACK TO I-164 & SOUTH GREEN RIVER RD. FROM COVERT TO POLLACK AVENUE

Mrs. Barbara Cunningham said that S. Green River Rd. from Pollack to I-164 Interchange is both City and County. The other one is just City. They developed these reports at the recommendation of Councilman Koehler at the City Council and have presented them to both City Council and Plan Commission. In preparing these studies, they examined the areas separately and the reports recommend future land use and zoning criteria for both of these areas. For example, one other thing, they say our curb cuts should be limited and access drives provided on large lots. It is really kind of a -- it includes not only this report, but it is materials from other reports that they've done in the Comprehensive Plan, too. One thing that might be of interest to the County is that on Page 11-G in the report on Pollack to I-164, they say East and South Green River Rd. and in the County the situation is different -- meaning the possibility for some commercial growth in that area. Of course, they ask for some commercial growth in the Interchange area as they have all along in the Comprehensive Plan. However, much of this land in the County section is vacant and if the other commercial utilized in the area becomes occupied, it is conceivable that with everything in an infrastructure, etc., in place, that this area could become commercial and, therefore, for it to be controller commercial, access should be limited to street access and curb cuts no closer than 200 ft. from each other. The reports were accepted by City Council on July 13, 1992 and the Area Plan Commission on August 5, 1992 and they are presenting them here tonight for the Commissioners edification. They hope the information contained in the studies is helpful to the Board as a basis for their land use decisions. If the Board has questions, she and Joe Ballard are here to answer them.

Commissioner McClintock entertained questions.

Commissioner Borries asked, "On Page 2 of Document 1 (S. Green River Rd.) our commercial node -- I don't know if we define what a node is -- how big that node is, but is this node -- does it take into consideration the current rezoning that has taken place?"

Ms. Cunningham said that is really from the Comprehensive Plan. This is prior to that rezoning. When we put that in the Comprehensive Plan -- maybe even two plans ago, Rick -- a node to them was a small area -- like the grocery Quick-Pik or whatever -- just a small area. It has since been expanded to one 20 acre area and another one that is maybe four or five -- Colonial Gardens, that is immediately adjacent to I-164. It has also been determined that -- and a node can be anything that the Commissioners determine it to be in reality -- but it has also been determined, she thinks, -- at one time the Commissioners and the Plan Commission denied a rezoning north of that 20 acre area saying that was as far as they wanted the commercialization of that area to go.

Mr. Joe Ballard said the map on Page 5 would be, he guesses, wold update the Comprehensive Plan. Those are the current zonings there.

Ms. Cunningham said part of what is considered is the apartment complex, too.

Mr. Borries asked if the map on Page 5 then is a current configuration of what is there?

Both Mrs. Cunningham and Mr. Ballard confirmed that is correct.

Mr. Borries said he thinks there was some concern about that development primarily because the road hadn't started -- but he guesses....

Ms. Cunningham said that is another thing, when they wrote the Comprehensive Plan and when they did this -- we've known all along that road was coming. That has been plugged into what they have been writing and they still have limited it to that area -- they knew all along that it was going to be four lanes -- it didn't surprise them.

Ms. McClintock entertained further questions. There were none. She then asked if Ms. Cunningham wants a motion for approval of these two reports? She doesn't need them approved? Or what?

Ms. Cunningham asked, "Why don't you just accept them if you wish, as information."

The Board thanked Ms. Cunningham for the information.

RE: OHIO STREET BRIDGE/PROPOSED PLAN "B"

Mr. Jim Gulick of Bernardin, Lochmueller & Associates was recognized and said that a few weeks ago there was some discussion on the Ohio Street Bridge about looking at some alternatives - perhaps overpassing the CSX Railroad. (Inaudible) The Commissioners asked them to look at this to determine what the feasibility. Basically what they decided to do was go along with pretty much the typical section they would have when they planned the bridge over Pigeon Creek with two 12 ft. travel lanes with shoulders on it and that would be carried all the way through the project. They planned too that the project would begin just west of Wabash Avenue. You are talking about a very long bridge, about 540 ft. long. The horizontal line-up would cross Pigeon Creek and tie back into Ohio Street on the east side. The main restriction both horizontally and vertically is the CSX Railroad. We'd have a 23 ft. clearance over that, plus you'd have the construction depth. They didn't want to make it any steeper than the west approach of Pennsylvania Street from a safety standpoint. They decided to elevate it 30 ft. above the existing pavement and then come down with a 4% slope. They would then have to close off 9th Street. They also would have a problem at Wabash Avenue, because the grade raise would be about 5% at designated location. That presents a problem because although you could do some work on Wabash Avenue,

you'd have a problem with the railroad on the south side. And you'd have to keep that grade down low in order to get cross the tracks and the 5% grade change in Ohio Street at that location would pretty much shut off designated area. The construction cost of this plan turned out to be approximately \$4.9 million. There is another aspect they thought of and that is that currently the Water & Sewer Department is out there trying to fix a 42 inch forced main which has cracked and leaked because of increased fill over the years on that. If you'd want to go this route, you'd probably want to go ahead and upgrade the 42 inch sewer under Ohio Street, because if you put another 25 ft. of fill in you're bound to have some leaks. If you have a leak and the retainer is fill and you have to go dig that all up to fix the leaks, then you'd have pretty much (inaudible). They have estimated that to replace the sewer would be about another additional \$1 million, so we're at about \$5.9 million of construction costs.

With regard to impacts, there would be some severe impacts in there because we'd have to close off 9th Street and probably have to close off Wabash Avenue or the entrance drive to Cargill. Of course, closing off the entrance to Cargill would affect it drastically and also affect Valley Terminal in designated area. We wouldn't be able to provide access for them to get back out, even if we were able to provide access for them to get in. It would result in acquiring Tekoppel Block, take access away from Miller Block in designated area and a little bit of land from Evansville Concrete in designated area. Also, because of trying to stay away from the tracks and the width of the roadway, we'd end up having our wall about 5 ft. into the George Koch buildings in designated area. Therefore, we'd have what he thinks would be a substantial right-of-way impact. We're seriously impacting Cargill, Valley Terminal, Tekoppel Block, Miller Block, somewhat Evansville Concrete and

George Koch & Son. They don't have an estimate on what the right-of-way cost on that would be, but he thinks it would be fairly substantial. They've kind of looked at that and to give the Board an idea of what the feasibility of that might be and what the major impacts would be. Mr. Gulick then entertained questions. In response to query from Commissioner Hunter, Mr. Gulick said that this is using a 4% grade. They also did one with a 6-1/2% grade, which they would not recommend because of the safety standpoint and crossing traffic.

Ms. McClintock said she is assuming Mr. Gulick submitted this information to Mr. Koch and his committee.

Mr. Gulick said they submitted it to Robert Koch and he agreed this was not feasible -- it was too high. He also came back and presented another alternative, whereby you would move the tracks a little to the east in designated area. He doubts the railroad would want to go along with this. There was another alternative, but that would have wound up having a loop up and over the Lloyd Expressway and back over. He agreed that wasn't feasible either.

Ms. McClintock asked if Mr. Gulick is looking for a recommendation from the Commission so they can proceed with the plan.

Mr. Gulick said they are still under contract to proceed with the lower level structure over Pigeon Creek and tie in just short of Tekoppel Block, which would not impact any businesses.

Ms. McClintock asked, "So we just need to reject this so you can continue with the other?"

Mr. Gulick said he would just say that if the Commissioners did this, the impact would be pretty high.

Mr. Borries said, "No question, we can't build that. If that's Plan B, I'll move that we don't want Plan B. I move that Plan B

be rejected."

Mr. Hunter said he met with Keith Lochmueller and he really appreciates the work Bernardin, Lochmueller has been doing on this. He understands they've been working with Bob Koch very closely and have tried every conceivable way to make this fly. It simply won't do it. He agrees with Rick and seconds the motion to scrap Plan B and go to Plan A, which is a simple bridge. He is disappointed. So ordered.

Commissioner McClintock requested that Mr. Gulick leave Plan B display in the room so it will be available for anyone to view tomorrow, if they so desire after reading about this in the paper.

RE: COUNTY ATTORNEY - JEFF WILHITE

Written Report: Mr. Wilhite said the Commissioners will note from his written report that he is making some progress in working with the Judges on an Environmental Court. We also have a couple of new lawsuits.

Settlement Approval/Steven Hunter: Attorney Wilhite said there is one matter he needs Commission approval on tonight. This concerns a Workmen's Comp Claim filed by Steven Hunter. He was seeking something in the range of \$30,600. He thinks we have the case settled pending Commission approval for total compensation of \$11,951.36. This is based upon medical doctors' opinions about his degree of impairment. He thinks it is clearly in the County's best interest. It is really nothing unique and he recommends approval. He needs to know this by tomorrow, so he needs Commission approval tonight.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Attorney Wilhite was authorized to settle in the recommended amount. So ordered.

RE: READING OF BIDS

Attorney Wilhite noted we have some interesting twists tonight -- he knows the Commissioners are glad to hear that.

Replacement of Bridge #55/Red Bank Rd.

Attorney Wilhite said he will first report on this project. We received a total of five (5) bids:

CLR, Inc. \$102,148.00

This bid, along with several other bids tonight, were not received in the Auditor's Office (Room 208) before 5:30 p.m. this evening. We have several bids tonight which were presented to us tonight in this room. I'll talk about that at the end. For now, I'll just label the ones that were received in the Auditor's office and the ones that weren't. The CLR bid was received here but not in the Auditor's office.

Deig Bros. \$133,852.00

(Received here)

Phoenix Construction \$ 96,327.58

(That bid, again, was received here -- not in the Auditor's office)

Hazex Construction \$125,607.10

(That was file stamped as having been received in the Auditor's office.)

CCC of Evansville, Inc. \$166,741.06

(The final bid. I need to note for the record that on this bid from CCC the Auditor's office has noted that a representative from CCC telephoned in before 5:30 p.m. today indicating their math was in error and wanted to know what to do. Re-submit the bid or change it. That \$166,000 bid should actually be \$10,000 lower because of the math error. Perhaps, fortunately, if the other bids were found to be in order that would not make them the low bidder anyway.

Secretary Matthews interrupted, "I'm sorry, Jeff, they did not telephone, they walked back into the office."

Attorney Wilhite commented, "All right, the representative of CCC physically came back to the office to indicate the \$10,000 math error. Let me go ahead and give you the other bids on Korff Rd. Widening and Resurfacing before I discuss where the bids were received."

Korff Rd. Widening & Resurfacing: There were three (3) bids received on Korff R.:

J. H Rudolph & Co. \$ 78,820.00

(Received here, not in the Auditor's Office)

Sam Oxley \$ 79,090.00

(That was file stamped in the Auditor's office)

Koester Contracting \$ 92,228.69

(That was file stamped in the Auditor's office)

With a possible question about where the bids were filed, all the bids in both categories otherwise appear to be in order. And I've not opened -- or received any bids -- at least down at my end of the table here on the third area -- the LAN; so I trust that means we've not received any. You've not received any, Joanne, in your office?

Ms. Matthews responded, "No, I think Susan handled the advertising for that project -- so I think probably those bids are to be submitted to the Purchasing Department. I didn't know they were due today." (A check of the files subsequent to the meeting revealed Purchasing did indeed advertise for bids on this, with same scheduled for opening on Monday, October 19th.)

Commissioner McClintock stated, "The ads for both bids say 'will be received at the office of the County Auditor until 5:30 p.m. Local Time as prescribed by the Acts of the Indiana Legislature'."

Attorney Wilhite said, "And they usually are."

An unidentified bidder in the audience commented, "I think the Bid Specifications said to bring them to Room 305."

Attorney Wilhite asked, "Is there anyone here from J. H. Rudolph?" There was no response.

Commissioner McClintock continued, "You know, clearly, if we've got a bid that is going to the Auditor's office and we have it advertised until 5:30 p.m., the Auditor's office needs to be open until 5:30 p.m., with somebody there to take them."

Ms. Matthews commented, "Both Cindy (Mayo) and I were there until 5:25 p.m. when we came up to the meeting."

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Ms. McClintock asked, "Who says that they couldn't get in?"

Ms. Mayo said, "The lights were out. Joanne was in her office and I was in my office.."

Ms. McClintock asked, "How are they supposed to know if anyone is in there if the lights are out?"

Ms. Mayo responded, "Well, I was not aware that anything was going on until 5:30 p.m. or I would have sat out in the main office. But the office does close at 4:30 p.m. -- that is our closing time."

Mr. Wilhite asked, "Is the door physically locked?"

Ms. Mayo responded, "Yes, it is."

Ms. McClintock asked, "Okay, then wouldn't it make sense -- Joanne, you're the person writing up these bids -- that you put 4:30 p.m.?"

Ms. Matthews responded, "No, I'm sorry -- I did not prepare the ad, it was prepared by the County Engineer's office."

Ms. McClintock asked, "Okay, don't you place the ads, Joanne? Do you place the ads?"

Ms. Matthews responded, "I do place the ads, yes."

Ms. McClintock continued, "Okay, wouldn't it make sense then to say, 'I'm sorry, Mr. County Engineer, but our office closes at 4:30 p.m. and we should put 4:30 p.m. in the ad?'"

Ms. Matthews responded, "Commissioner McClintock, it would seem so. But somewhere back in the Commission minutes this was discussed. I don't know when -- but I think they certainly brought it up that they would like the opportunity to keep it open until 4:30 p.m. or 5:30 p.m. and have the option to bring them in until the Commission meeting starts -- and I believe it was decided that was what we needed to do.

Ms. McClintock countered, "Then the Auditor's office needs to be clearly open until 5:30 p.m."

Ms. Matthews remarked, "We've always been there to accept bids and have been ever since whenever it was that this came up for discussion in a Commission meeting. The door is not unlocked per se to the public -- because many times I'm the only one there. However, sometimes Sam and/or Cindy are there, also"

Ms. Mayo said, "It might be that we could put a note on the door that if a person were to knock -- that someone is there. I don't know whether that would be the solution for that or not."

Mr. Wilhite asked, "Is there anyone here from Phoenix Construction? Forgetting for the moment that we haven't reviewed the bids in detail -- just looking at numbers -- your numbers seem to be the lowest. Again, we are not awarding the bid or anything right now. But that's the reason I'm asking you. Did you physically try to go to the Auditor's office?"

The unidentified gentleman in the audience responded, "No, my bid specs said Room 305 and I took it into you and you said just to bring it into the meeting here."

Attorney Wilhite asked, "David, have you looked in the specs yet?"

Mr. Savage responded, "I don't see in the specs where it says Room 305."

Another unidentified gentleman in the audience commented, "I'll be honest with you, a gentleman walked upstairs here and I was up in the hall and I mentioned to him that I had a bid ...and he said it said they would read them in Room 307..."

Attorney Wilhite said, "Well, we probably have all we need for the record. As a practical matter, the law on these bid requirements discusses whether it is material or not. Since they were received here before the meeting started -- even though not in the Auditor's office -- I won't make the legal judgment as to whether that is important or not. But, as a practical matter, the cases seem to say it is only going to knock out the bid if it is a material difference. We opened the bids in an open meeting here and I think we've got it on the record and I think that is all we've got to do now. If you and Purchasing have questions later about the importance of that, let me know and I'll render an opinion. That's all I have."

Secretary Matthews interjected, "If I could just make one comment to Attorney Wilhite. I believe that this was discussed when we changed the meetings from 2:30 p.m. to 4:30 p.m. or 5:30 p.m. I think there were a couple of bids advertised after that where we still asked for bids by 2:30 p.m. and because we changed the Commission Meetings to a later time I believe they decided we had to extend the time to accept the bids. I believe that is when that discussion took place.

Ms. McClintock said, "I agree, Joanne. All I'm saying is we need to make sure that the people who are trying to bring the bids in know how to get into the Auditor's office."

Mr. Savage asked, "Can we receive the bids here or do they need to be received in the Auditor's office."

Someone commented, "The statute says Auditor's office some way."

Ms. McClintock asked, "So, Jeff, what are you saying? I'm sorry."

Mr. Wilhite stated, "I am saying we don't need to decide anything today. We have received them and noted which ones were received in the Auditor's office and which ones weren't -- so I don't think there is anything else we need or should do right now."

Ms. McClintock asked, "Okay, so you're going to come back with an opinion?"

Mr. Savage commented, "If we need a legal opinion on it, then we need to wait. If it is clear we don't, there is some dirt work involved in this job and if the bids appear to be clear cut -- if we could award tonight that would give us another week's jump."

Ms. McClintock commented, "He wants to award Red Bank."

Mr. Savage continued, "But if it's a legal question, it can wait until next week."

Attorney Wilhite said, "Let's postpone it and see if I can find a quick answer in the cases. I may need to research it though."

Mr. Savage said that is fine.

Ms. McClintock continued, "Okay. Let's settle this question on how late we are going to take bids so this doesn't happen again. Is it your preference, Joanne and Cindy, to put in the ad that they should only be taken until 4:30 p.m.? I mean, they used to have only until 2:30 p.m. to get them in. I'd rather put 4:30 p.m. in the ad and have the office open and not have confusion than put 5:30 p.m. and have to worry about what...."

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Ms. Mayo said, "I'd rather it be 4:30 p.m. Joanne normally does come up here a few minutes early to set up her equipment and is not always there until 5:30 p.m. The office does close at 4:30 p.m. and there is someone at the counter to take the bids -- so I think that would be better."

Mr. Borries asked, "Would that cause you gentlemen any hardship at all if we clearly put that in there for 4:30 p.m.?"

Mr. Abell said, "You could just bring it up here."

Ms. McClintock said, "We can't do that."

Mr. Borries said, "The State statutes indicate -- we'll have to research that, but I think Indiana statute requires that it go to the Auditor's office in any County we have. I don't think we can deviate. But we can accommodate you on the time -- if you think you can make it at 4:30 -- that wouldn't cause you any hardship? I think we need to set the time with the office -- it makes sense to me, because..."

Ms. Mayo said, "If it's fine by statute that we can stop it at 4:30 p.m., then..."

Ms. McClintock interrupted, "Oh, I think you can put it in there at any time."

Mr. Borries said, "Maybe Jeff can research that, but don't all bids have to be received in the County Auditor's office?"

Ms. Mayo said, "Yes, they do -- I know that. But Joanne said she thought the statutes specified that the bids could be received up to the time of the meeting -- so...."

Ms. McClintock said, "Okay, well, let's have Jeff check that. But let's know that before we advertise something again. Jeff went to check. Any other questions for Jeff before he starts researching?"

RE: COUNTY ENGINEER - DAVE SAVAGE

Supplemental Agreement #4/Lynch Rd. Extension: Mr. Savage said this is in the amount of \$7,800. \$2,800 is the fee to incorporate the water and sewer utility plans into the road project. As you recall, the Federal Highway said they would participate in the relocation of those and this is the fee for the engineer to incorporate those plans into the contract documents. An additional \$5,000 is for additional drainage design at the Green River Rd. Interchange. The staging is falling now that Lynch Rd. is going to be going before the next phase of Green River Rd. and Lynch Rd. did not originally include the drainage work at that intersection. So this will cover the drainage design for that intersection. He recommends approval of the agreement.

Motion to this effect was made by Commissioner Hunter, with second from Commissioner Borries. So ordered.

Advertising & Bid Dates for Contract for Crack Sealing on Various County Roads: Mr. Savage said we've discussed this to some extent outside of meetings and we feel that a substantial portion of our paving money would be put to good use at sealing up cracks in some of our County roads. That will slow down deterioration of the road bed and we've prepared an initial contract to do that -- in the Melody Hills area, that's been plagued with voids under the pavement for several years -- and a few other streets around the County. We'd like to advertise on September 24th and October 1st, and open bids on October 5th.

Ms. McClintock said, "With the time for the bids to be received yet to be determined."

Mrs. Matthews commented that the ad submitted and sent to the newspaper today indicates 5:30 p.m., so you need to clarify that.

Mr. Savage asked, "Can we get that changed? We should be able to get that changed."

Ms. McClintock asked, "Jeff, did you understand Joanne's additional question? Jeff, did she ask you?"

Mr. Wilhite asked, "What's that?"

Ms. McClintock said, "She wants to make sure that if we decide to just take them until 4:30 p.m. that that is okay -- that we don't have to take them up to the point that the meeting starts."

Attorney Wilhite responded, "I've already done it -- I have found the statute that says the bidder may not be required to submit a bid before the meeting at which the bids are to be received. So I believe that language says you cannot cut it off before this meeting begins."

Ms. Mayo said, "Then we will make arrangements for someone to be in the main office until 5:30 p.m."

Mr. Savage asked, "Should we make special arrangements -- or is just the Notice going to Joanne adequate?"

Ms. Mayo said, "No, we will just have someone stay there besides Joanne who can accept the bids."

Mr. Savage asked, "But sending the Notice through Joanne will be enough notice to you guys to have someone there? Or should we make special contact?"

Ms. Mayo said, "Joanne can make us aware of when somebody needs to be there."

Mr. Savage said, "Thank you."

Ms. McClintock entertained a motion to advertise these bids on September 24th and October 1st, to be opened on October 5th.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Bituminous Materials/County Highway: Mr. Savage said he doesn't think this is an action item, but a point of information and he may need to talk to Sam. We have some in the County Garage -- it's not actually in their budget -- but it's for bituminous materials they use for paving streets every year. His question is, would it be proper for us to use some of that money to do repair on concrete streets? It covers the material we use for base patching and asphalt streets, but we have a number of subdivision streets that are in need of some repair -- not total repaving type work, but where we go in and cut out several square yards of pavement. Would it be proper to purchase that concrete out of the bituminous materials account? Same intent and same accomplishment.

Ms. McClintock said it would make sense, but let's double check it with Sam (Humphrey).

Mr. Savage asked the other Commissioners if it is okay with them if we do that?

Ms. McClintock again asked Mr. Savage to double check this.

Mr. Savage stated, "We wouldn't nickel/dime it, but we'd use it for large type project repairs, similar to paving."

Ms. Mayo said she should be able to talk to Tom Simpson of the State Board of Accounts tomorrow and get a determination.

Director of Public Works: Commissioner McClintock asked where we are with regard to a Director of Public Works.

Mr. Savage responded, "Mr. Dallas and I were scheduled to meet this coming Thursday morning. He was not able to make it as he had a problem come up on a project and they've not been able to reschedule at this point. He seemed anxious to get together and get more input from Mr. Savage's perspective. Mr. Savage said he was also going to talk informally about some of Mr. Dallas' salary expectations, etc. Hopefully, they can do that later in the week and he can make a recommendation next week."

RE: SUPERINTENDENT OF COUNTY BLDGS. - MARK ABELL

Mr. Abell said he has submitted his written report and has nothing to add, unless the Commissioners have questions.

Ms. McClintock said that with regard to the last item on the report, she had a woman contact her who was interested in giving the County some property. She asked Mark to go out and look at it and to follow up. There were some oil wells on that property, so Donan Engineering -- at no expense to the County -- volunteered to go out and look to see if there were any problems with said oil wells, etc., and a further report is forthcoming on that.

Mr. Abell said that at this time we really do not have anything in writing with regard to the value of the land or anything else -- so it's really in the very beginning stages.

Response to State Board of Accounts: Commissioner Borries said that with regard to the first item on Mr. Abell's report, he is not clear -- he doesn't think he received anything from Mr. Abell re the State Board of Accounts. He is not sure that is Mr. Abell's role to do that.

Ms. McClintock interrupted, "We talked about that in the meeting, Rick, and we said that we were going to write a response to the Board of Review (oh, -- not the Board of Review)"

Mr. Abell commented, "We had ten days to...."

Ms. McClintock continued, "We had ten days to respond and we agreed Mark would do that and he would supply each of us with a copy."

Mr. Borries asked, "But who signed the letter?"

Ms. McClintock responded, "I signed the letter."

Mr. Borries said, "I did receive a copy -- but I was a little confused here. What I was not clear on was whether or not you signed it (and I would not have advised you to do that) or whether Carol signed it."

Ms. McClintock said, "No, I signed it - because we discussed it in the meeting."

Mr. Borries continued, "What we did not discuss however though was where there had been some policy implications in relation to that particular thing -- and I think that is a concern of mine."

Ms. McClintock asked, "Did you have a specific problem with anything in the response?"

Mr. Borries said, "Well, I don't have it with me now -- I didn't realize it was going to be brought up here today -- but I will review that and try to bring those up."

RE: HEALTH DEPARTMENT/REQUEST FOR LEAVE OF ABSENCE

Mr. Sam Elder, Director of the Health Department, said he is here to request a Medical Leave of Absence with paid insurance for Barbara Roe.

Ms. McClintock said the LOA is a matter of personnel policy but paying the insurance is not. Generally we've done that for (I'm going this from memory) three (3) months, which will take her through December 18th. Then if she needs to extend beyond that, you can come back and we can consider it at that time. But, generally, we've granted up to three months, but I need a motion to that effect.

Mr. Elder said she has already paid this month.

Ms. McClintock said, "She's already paid this month -- so actually her health insurance would go from October 1 thru December 31st. So we need a motion to grant a Leave of Absence from 9/18/92 to 1/2/93 for Barbara Roe for medical leave and for the County to pay her insurance from 10/1/92 thru 12/31/92. That is what the motion should be.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: CONSENT AGENDA

The meeting continued with Ms. McClintock entertaining questions concerning items on the Consent Agenda.

Polling Places: Commissioner Borries asked if there are any changes in the polling places from those in the Primary Election?

Mr. Hunter said that there are not.

Ms. McClintock said she understands they are identical.

Mr. Borries asked how many polling places we still have located at Plaza Park School?

Ms. McClintock said she believes there are four (4).

Mr. Borries asked if there are any County precincts located at Plaza Park School?

Ms. McClintock said, "No, just four City precincts."

Commissioner Hunter said he asked B.J. about that and she indicated that when she contacted them last spring the Church had made it very clear they did not want us back and if any of us wanted to pursue it, we could.

Ms. McClintock interjected, "And Betty Hermann has also tried to talk to them. The Knight Township, which would be the closest are at Angel Mounds and Eagles Country Club Party Room."

Mr. Borries said that is a far way.

There being no further questions, a motion was entertained.

Motion to approve the Consent Agenda was made by Commissioner Hunter, with a second from Commissioner Hunter. So ordered.

RE: OLD BUSINESS

President McClintock asked if there are any other matters of Old Business to come before the Board. There was none.

Bidding Procedures: Attorney Wilhite requested permission to speak and stated that I.C. 36-1-9-3 (d) provides that the notice for the time and place for receiving the bids shall be given by publication in accordance with the publication statute. The statute, therefore, does not tell us where the bids have to be received at, it simply says that wherever you decide they must be received must be in the notice. The second sentence of that statute was the one I read moments ago that said, "... the bidder may not be required to submit a bid before the meeting at which bids are to be received." Therefore, the only question before us right now is on Red Bank Bridge #55, the Phoenix Construction bid appeared to meet all the other bid requirements with the only possible exception being that it was not received in the Auditor's office. Since the statute says that the bidder could not be required to submit the bid before this meeting began -- since that bid was received just seconds before this meeting began, I think he has done what the statute requires. So, no, I would not throw out Phoenix's bid simply because in this case it was not filed in the Auditor's office.

Ms. McClintock asked "Okay, so your legal opinion is that we can, if all else is the same, accept the Phoenix Construction bid."

Ms. McClintock said, "Okay - and we can award today."

Ms. Mayo said, "Well, if the bids can be received in the Commissioners room, is that what will be -- since there is someone in the Commissioners Room until 5:30 p.m.?"

Ms. McClintock responded, "That will be fine. Now, when the bids are received they will need to be initialed, timed, and dated..."

Ms. Mayo said, "File mark it, which gives you the office and the date. We then write in the time and include the initials of who received it."

Ms. McClintock asked, "Mark, can you explain to B.J. that is what she needs to do? She can talk to Joanne about it. There is a procedure -- you don't just take them and stack them. I mean, they need to be dated, time, initialed and stamped with the office stamp..:

Mr. Borries asked, "Jeff, is that always an option for every bid?"

Attorney Wilhite responded, "The statute, Rick, simply says that the place for receiving it shall be given in the publication. It does not make us receive them in any one particular spot."

Ms. McClintock said, "That makes sense."

Attorney Wilhite said, "Maybe that used to be the statute, Rick -- way back when you first got on the Commission."

Mr. Borries asked Ms. Mayo, "Do you think?"

Ms. Mayo responded, "I thought it had to be -- but maybe that was just the way it was always done."

Ms. McClintock said, "Just like in the city. They always used to have to go to the Controller's office and then that was changed years ago that it could go to the body accepting the bid -- Board of Works, or whatever -- so that would make sense."

Attorney Wilhite said, "Rick, because of your recollection I will go back and double check and make sure. But if I don't report back to the Commissioners in 24 hours, you can assume my answer is the same. But I will look again, Rick."

Commissioner Borries said, "The only point I'm making is -- on every other bid, should they specify? Because, frankly, with this

number -- as many bids and work that comes through the County Auditor's office simply because of the nature of what they do, it has just always followed that procedure. So I am not going to argue with you in terms of if that's legal, that's fine. But I'm not sure this office is really equipped to handle all bids that would pertain to County things -- since this is the County Board and the County Executive and the County Administrative. Ultimately they would have to be opened here anyway. On road projects like this, most of the time they come right there. But how many things go through the Auditor's office -- there are a lot of them."

Ms. McClintock commented, "I don't care. Let me say this -- well, all sealed bids come through the Commission and we act on every sealed bid. You talk to Sam and Jeff and figure out what is legal and why don't you guys come back with a recommendation as to what you want to do -- because it doesn't matter to me."

Attorney Wilhite asked, "Have you awarded the contract yet?"

Ms. McClintock continued by entertaining a motion to award the contract Project VC-92-08-01 for replacement of Bridge #55 on Red Bank Rd. over Bayou Creek to Phoenix Construction in the amount of \$96,327.58.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Ms. McClintock entertained further matters of business to come before the Board.

Request for Direction of Right-of-Way Work: Mr. Savage said he does have a question he didn't have written on his agenda -- direction on right-of-way work. He knows that is a bad word. On Schmitt Lane they reworked the details to put the drainage back the way it used to be. There is a driveway -- a dirt pad -- that was built as a driveway with gravel on top of it that washed out right after the project was done. It had been there a number of years and had never washed out before -- and it did wash out that time. Whether it was because of the way the drainage had been redone, he could not say. But the property owner feels it is. In talking to him it appears that less than \$100 worth of stone would take care of that, but it would require getting off the right-of-way to put it on there. Before they did it, he wanted to talk with the Commissioners.

Mr. Hunter asked, "In your opinion, is it your opinion that our changing the drainage did cause the driveway to wash away?"

Mr. Savage responded, "It will certainly cost more than \$100 to establish whether it did or not. The runoff was increased without a doubt. Whether it was enough to do that or whether this was the biggest rain they had had since that had been put in place, he couldn't say.

Mr. Hunter said, "I have no problem with it -- but there may be something illegal about it, so, you know, I defer to this gentleman (Attorney Wilhite)."

Mr. Savage asked, "Could we let him present a claim to the County?"

Commissioner McClintock said, "I think it's up to him to prove it. I mean, otherwise we're trying to prove that we owe him money."

Mr. Savage countered, "Well, we're not trying to prove it, it's just that there's an allegation being made and it would be much cheaper to take care of it than anything else. But it is clearly your decision."

Commissioner Borries asked, "Is the work going to be done just on

the County right-of-way?"

Mr. Savage responded, "No, we'd have to pull the truck off the right-of-way onto his property by about 20 ft. and dump the stone into the area. It eroded a trench right down through the middle of this driveway."

Attorney Wilhite said, "What if he submits a claim to our insurance company, or something?"

Ms. McClintock said, "Yes, why doesn't he do that and let them..."

Attorney Wilhite said, "In answer to your legal question, if we causes damage we're liable for it. But as far as your question, it seems like it may be an insurance claim -- arguable."

Ms. McClintock said, "Okay -- why don't you have him submit it to Norris?"

Mr. Savage said, "Very good."

President McClintock then entertained further questions or business to come before the Board.

Korff Rd. Project Bids: Mr. Hunter asked, "What are we doing about the three bids submitted on this project. Were we going to award?"

Ms. McClintock said, "We need a motion to take that under advisement."

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

There being no further business to come before the Board, at 6:30 p.m. Ms. McClintock declared the meeting recessed until 7:00 p.m., at which time two (2) Rezoning Petitions will be heard on Second and Final Reading.

* * * * *

Commissioner McClintock reconvened the meeting at 7:05 p.m., with the following Rezoning Petitions being heard:

VC-4-92/Warren W. Spurling: Ms. McClintock said that Mr. Spurling is seeking to have property at 3201 N. Green River Rd. rezoned. Requested change is to C-2 and C-4. It is currently designated as C-4 and Agricultural, with a Use & Development Commitment. Current existing land use is farmland and proposed land use is elderly housing and commercial. She then recognized Mr. Spurling.

Mr. Spurling approached the podium and stated, "Good evening. My name is Bill Spurling. This property was rezoned about six years ago to C-4 (Section 4) and at that time Green River Rd. was a 1-lane road and we didn't really now for sure what the use would be. Today we have a little more of an idea. I made arrangements with the Hirsch family, who owns the property to the north, to grant right-of-way for the extension of Spring Valley Rd., which they did, and it has been recorded. This created a little 1/2 acre piece of ground (the orange area on your map there) Parcel A, which is now agricultural. I'd like to have rezoned to C-4. Parcel B is already C-4 and Parcel C is C-4 -- and I have made plans and intend to build an apartment complex for the elderly on that back 35 acres and I'd like to get it down zoned from C-4 to C-2. There was a Section 4 which was put on this property that was connected with this zoning. There were several stipulations that were asked at the time. Like I said, it was not know exactly what we were going to do with the property and a lot of things have changed out there. I'd like to briefly go through those. One of them was adequate

deceleration/acceleration lanes and we've made arrangements for a deceleration lane to go across the entire property. Another one was for the developer to provide necessary right-of-way for the extension of Spring Valley Rd. The Hirsch family has done that the first 600 ft. and I have a letter from them to pass out to you -- stating their intention to extend that right-of-way cross the south 60 ft. of their property as far as necessary in order to accomplish any development that would take place out there. Another one was that there be one (1) curb cut onto Green River Rd. in the center of the property. This is 460 ft. from the intersection of Spring Valley Rd. and we have built an access road to the apartment project at that location. Another one was that there be a complete drainage plan submitted and approved by the County Drainage Board and it is scheduled to be heard at the next meeting on September 28th. The final one was the sanitary sewer for the project will tie into whatever system Evansville Water & Sewer Utility would require and that it not tie into the system that serves the Timbers Apartments across the street -- and we have complied with that. We've built a lift station that is oversized to the extent that it will serve the Harp property to the south. Mr. Harp owns 35 acres. It will take care of this 44-1/2 acres of the subject we're talking about tonight. It takes care of the Bethel United Church of Christ, and also half of the Hirsch acreage to the north, which is another 35 acres. So we've spent a lot of money oversizing this sewer to accommodate future development in that area. That is all of the conditions that were asked at the time it was rezoned six years go."

Ms. McClintock asked, "Okay, Mr. Spurling, so are you -- I guess I'm a little confused -- are you agreeing to these conditions again or?"

Mr. Spurling responded, "No, we have satisfied the conditions -- every one of them. The only one there is a question on is the curb cut onto Green River Rd., which we have put it where they asked us to. I have an oil company that is interested in purchasing the corner of Spring Valley and Green River Rd. and if they do so, they would need a curb cut. It would be a shared cut. We would only need one (1) cut on that parcel."

Ms. McClintock asked, "Okay. Are we talking about the same curb cut that the Commission has already approved -- the deceleration and acceleration lane - in reference to the Green River Rd. project? Or, are you talking about an additional curb cut?"

Mr. Spurling responded, "Well, really at this meeting -- if another curb cut was needed it would go to Site Review -- to get our curb cut approved."

Ms. Barbara Cunningham remarked, "Well, yes and no. The condition that is put on it says there can only be one (1) access on Green River Rd. an that is put in; that is what looks like the other roadway through the two parcels. The developer wishes to have right-of-way all along Spring Valley, and then this wa<s to be the other access on Green River Rd."

Ms. McClintock asked, "And you want something in addition to this, Bill?"

Mr. Spurling replied, "Well, okay -- this is 460 ft. away from here (pointing to map) okay? This oil company is interested in about one-fourth of this property. They are interested in this corner."

Ms. McClintock asked, "Then why can't they get access from here (pointing to the map)"

Mr. Spurling replied, "Well, they need access from here. However, if you remember, here is what they explained to me. If nobody has any curb cuts on Green River Rd., then everybody is on an equal

plane. But like Swift & Moto down the street on the same road, Swift only has a 190 ft. lot and they have two (2) curb cuts and no decel lane. You know where Theater Drive is being straightened out in getting to Green River? Swift is right on the northeast corner."

Ms. McClintock asked, "So you want another curb cut like here (pointing to the map)?"

Mr. Spurling replied, "They need one right in the middle here (pointing to the map) about 240 ft. from the intersection."

Mr. Borries asked, "So there will be a frontage road behind somewhere in designated area?"

Mr. Spurling said, "It won't actually be a frontage road -- but they intend to do is have one (1) curb cut in designated area (pointing to the map) and an additional curb cut on Spring Valley. Then, on the designated side of the property -- this will encourage traffic to either get in from designated lot to designated point without coming back on either street."

Ms. McClintock asked, "When did Swift get their curb cuts?"

Ms. Cunningham commented, "A few years ago they came in and subdivided and so they had to have access on the road -- and I don't remember exactly."

Mr. Spurling said, "They just built Swift less than a year ago."

Commissioner Borries said, "It would be two years ago."

Ms. Cunningham echoed, "Yes, a couple of years ago."

Ms. McClintock asked, "Ms. Cunningham, do you agree with Mr. Spurling that with the exception of this curb cut, the discussion that we're having now -- that B, C, D (has to go to Drainage Board) and E have been complied with according to the original agreement?"

Ms. Cunningham replied, "The one cut has been adequately decel/accel as required, and the developer us to provide necessary right-of-way for the extension of Spring Valley Road. I'm not sure, and perhaps your Attorney wants to say whether the letter submitted from the Hirsches -- did that just say intention -- or are they really providing right-of-way for the extension of Spring Valley Rd.? If they are, who is to install it."

Ms. McClintock commented, "Well, we're not going to install it."

Mr. Borries asked, "Hasn't some of it been installed at this point?"

Ms. Cunningham responded, "Part of it -- a section of it."

Mr. Borries asked, "And who would have installed that?"

Ms. Cunningham said, "Well, Mr. Spurling."

Mr. Borries asked, "And didn't he install this decel lane?"

Ms. Cunningham responded, "I don't think that is completely in yet, is it? Or does he just plan to? That was a condition, also. And then this was a condition, too (pointing to the map)."

Mr. Borries said, "So, in effect, if they establish the decel lane -- you have one lane there as decel; then you'll have two lanes; then you have the lane with the flat median in the middle -- that's four; and then two lanes on the other side -0- so that's six lanes there. It was designed for five lanes, with a lane in the middle

for turns either way -- with no raised median (I remember that battle very clearly) -- then somehow there was a requirement made that he was going to have to install a sixth lane which, apparently now, he says he wants to do -- so that's a lot of expense there."

Ms. Cunningham remarked, "A condition was, I guess, to extend it all the way back up to the ..."

Mr. Spurling interrupted, "Well, it was never said in the original zoning how much of it had -- it was not up to me to extend it at all; it was just up to me to grant some right-of-way and they didn't stipulate how far back or anything, but I have obviously -- the Hirsches have already given designated area -- I think's that pretty good evidence of a good faith showing as to what their intentions are and I just got a letter saying they would go on with that."

Mr. Borries asked, "Bill, are the people in the housing development that you're proposing -- how will they get out? They won't use Spring Valley? They will probably proceed through the center of the property here?"

Mr. Spurling confirmed they can go out on Spring Valley or on Green River.

Ms. McClintock asked, "On the curb cut, can that be determined at Site Review?"

Ms. Cunningham responded, "There is a possibility that this can be determined at Site Review. I don't believe you would have the complete assurances that it would happen in case these parcels were subdivided piece by piece. I mean, there are other things that can happen that -- you must give access to a property, so if there were subdivisions proposed that did not allow for access, then you could have more cuts. With a Use & Development Commitment you are assured there will be no more cuts. Without the Use & Development I don't think there are those complete assurances. And I don't know about the right-of-way."

Attorney Wilhite said, "I would agree that there is no right-of-way yet -- and I've not seen the conditions, but to the extent there has to be right-of-way -- there is no right-of-way now."

Ms. Cunningham remarked, "Except for the piece that Mr. Spurling has already put in."

Mr. Spurling said, "The first 600 ft. of right-of-way has already been granted and is recorded and now belongs to the County. I think that is a real good indication of their intentions. I also have a letter from them. I agree -- they don't want to grant the right-of-way until something happens that it is needed. But that is their intention."

Ms. McClintock asked, "Where is the right-of-way going to come from? Are you planning on just coming down your property or on somebody else's?"

Mr. Spurling responded, "No, on the Hirsches."

Ms. McClintock said, "I don't really have a problem with that, because clearly he is going to have to build that road to get back to that property. I mean, we're not going to build it or buy the property. I do have a problem with the additional curb cut. You know...."

Mr. Spurling remarked, "You know, all we're going here is like if you turn this thing down, then I can't build my apartments. But if you grant it then that still doesn't assure me of a curb cut. I still have to go to Site Review and Rose and Barbara and through

the necessary channels. All this does by you not granting this is that in essence it passes a law that says there can't be any curb cuts there -- and that's not equal treatment under the law where you go down the street and Moto has a cut; Swift has two cuts in 190 ft. I wouldn't have a problem at all... (inaudible).

Mr. Borries queried Mr. Spurling as to the size of the parcels.

Mr. Spurling said one is 4 acres and the other one is 4-1/2 acres.

Mr. Borries asked, "You're not proposing to have curb cuts very 100 ft. or anything like that?"

Mr. Spurling said, "No, we don't want that either."

Mr. Borries asked, "What are your plans on the southern tip of the property?"

Mr. Spurling responded, "I'd like to build an office complex like I did on Weinbach. I think it will really go nice with the church. It's a nice facility."

Mr. Borries asked, "So you're not talking about a lot of heavy commercial in terms of restaurant after restaurant?"

Mr. Spurling responded, "Definitely not."

President McClintock asked if there are any remonstrators here -- anyone at all who wishes to speak to this project? (There was no response.) Ms. McClintock said she is still confused about what the problem with curb cuts is -- she's not big on these curb cuts either, but she doesn't know exactly what Ms. Cunningham wants the Commission to do. She thinks the land use is pretty solid -- it sounds very solid to her -- that is what the Commission s supposed to vote on.

Ms. Cunningham said, "And you are not voting on granting another curb cut. You are not voting on giving another curb cut tonight. What you are voting on is if you want the back parcel to be for residential use -- and it has to be downzoned for that. And then you are voting on the front -- in essence, on the whole parcel -- if you want to have the two Use & Development Commitments that have not been complied with -- which are:

- 1) Limiting the amount of access - not allowing anymore than what is already there right now,
- 2) Asking for -- generally, along a property line like that with the extension of a road, each developer gets 30 ft. on each side for the right-of-way. So what you are saying is that you will allow this to happen with Mr. Spurling -- not giving anymore right-of-way than what he already has to the entrance to his apartment area back there.

What the Use & Development Commitments were put on -- to encourage the Comprehensive Plan to have limited access along designated area and to have frontage roads. This is a large piece of property and we hoped it could be installed with the access points that are given now - and there is a possibility of a light going in at the one access point, right? But internal and frontage roads could be developed and there would be limited access to Green River Rd. That's from the Comprehensive Plan."

Mr. Spurling said he spoke to Rose and she that the curb cut he is asking for is well within the(inaudible, and the Commissioners asked that Mr. Spurling speak into the microphone.)

President McClintock asked, "Mr. Spurling, why aren't you willing

to agree to the same conditions you were willing to agree to six years ago when you had this rezoned? That's the problem I have."

Mr. Spurling responded, "When this thing was rezoned Green River Rd. was a two-lane road. I mean...."

Ms. McClintock asked, "Didn't you know it was going to be a four-lane road?"

Mr. Spurling continued, "Yes, we were talking then. But, you know things change. That's like if they would have made Swift go in off Theater Drive rather than on Green River Rd. -- since they have a 190 ft. lot --"

Ms. McClintock stated, "Bill, I didn't make that decision."

Mr. Spurling continued, "I know, but the thing of it is I am not asking you to make that decision now. What I am asking is for you to let the same people make that decision that made their decision."

Ms. McClintock asked, "Is that correct, Barbara? Was that done at Site Review?"

Mr. Borries said, "Had to, because that was not stipulated in here."

Ms. Cunningham replied, "It's not part of an overall plan -- it's kind of a small lot that was cut off..."

Ms. McClintock said, "I'm getting tired of doing other Board's jobs to be real blunt about it."

Mr. Spurling continued, "I want the same opportunity that everybody else down there has."

Ms. McClintock said, "Okay, let's get to the right-of-way then."

Mr. Spurling said, "When this was rezoned, there was no mention of me extending Spring Valley Rd. at that time and the only reason he thinks Area Plan asked him to say one of the stipulations would be that he would grant right-of-way (actually half the right-of-way) to Spring Valley Rd. was because his property line is pretty close to Spring Valley Rd. and they thought maybe if they ever wanted to extend that road they would get half of it from him and half from the Hirsches. Since then he has talked to the Hirsches. The Hirsches feel like their property is worth more because he extended Spring Valley Rd."

Ms. McClintock asked Mr. Wilhite what is wrong with the letter?

Attorney Wilhite said, "There is nothing wrong with the letter -- but that's not a grant of right-of-way -- as long as you understand that. It shows their good faith, but legally it is useless."

Mr. Spurling said, "If someone else wants to develop something else out there and it is necessary for Spring Valley Rd. to be extended, it shows that the Hirsches are intending to grant that right-of-way and at that time whoever needs the road is going to pay for it -- just like I needed the first part of it and I paid the rest -- and..."

Ms. McClintock interrupted, "And you're clearly going to need this back part, aren't you?"

Mr. Spurling's reply was inaudible.

Mr. Borries asked, "Bill, does this legal make mention of all the way down here?"

Mr. Spurling responded affirmtively. He said it takes in approximately 58 acres.

Ms. McClintock aid, "Okay, logically, it would make sense the way this road is configured that that road would be constructed north of your property. Do you have any problem with dedicating 30 ft. of right-of-way along there, in case this person would come in there and not want to do it."

Mr. Spurling said the only problem would be that the lift station that would serve everybody out there is already within that 30 ft. It has been approved by the State, the County and the Water & Sewer Utility. And the way the apartments -- there is not room enough..(inaudible)...so we know the Hirsches are intent on doing something and have already shown they intend to something. He has an agreement with the Hirsches that he will provide sewer services for their property and he will put this in at his expense and they are to donate right-of-way for the road. However, he didn't want to give up the corn until it is absolutely necessary.

mr. Hunter said, "I guess m question is if Mr. Hirsch decides that he does not want to give that, this letter doesn't legally bind him, does it?"

Attorney Wilhite responded, "No."

Ms. McClintock said, "But the only people who are going to benefit off that road are Mr. Spurling and Mr. Hirsch. If they decide they are not going to build that road, what difference does it make to us"

Ms. Cunningham offered comments, but they were inaudible because she was not at the microphone.

Mr. Spurling said that he thinks that eventually this road will be built and the reason Mr. Hirsch is agreeable to granting the right-of-way is because -- would you rather have 60 acres with frontage on one side or two?

Mr. Borries asked, "What makes it legal, Jeff? If an Attorney prepares it and then we have it notarized and all that? What makes it legal? He is saying he is in good faith, and he has signed it. It has not been notarized and that's why I asked what the description was, Jeff. Doesn't the description go all the way back?"

Attorney Wilhite responded, "This is like saying I intend to deed my house. It's different than the deed itself. So it just needs to be a Grant of Right-of-Way. But tonight you all don't need the right-of-way. What's wrong with just including that condition? Do you not want that condition in there again?"

Mr. Spurling said there is not any room there. The lift station is already in.

Mr. Borries asked, "Who put the lift station in, you? So your property benefits, half the Hirsch property benefits, the church benefits, and Harp benefits -- and you paid for it."

Mr. Spurling said that is correct.

Attorney Wilhite asked, "Why couldn't you put a condition on this rezoning that says -- or a Use & Development Commitment -- that says you will only use this property for that purpose if there is a traveled road or right-of-way for access?"

Mr. Spurling said he doesn't understand what Attorney Wilhite is saying.

Attorney Wilhite said, "I understand you can't make the Hirsches doing anything in this on his rezoning..."

Mr. Spurling said, "The thing about it is that if somebody buys the Hirsch property and wants to develop it, they are going to be standing up here and then you can get your access. Mr. Hirsch has already said he will give it to you. I mean, I don't see why it is really an issue at this point. I feel like I've already done my part with the lift station that takes care of my property and three times as much property. I've got the right-of-way for the intersection and all the traffic signalization and a decel lane that was asked for -- and because I'm the first on to develop out there, I feel like I've really done my part. Save something for the next guy, please."

Commissioner Borries asked, "Do you know -- has there been a decel lane required down there in front of Swift?"

Mr. Spurling replied, "No, there is no decel lane there."

President McClintock entertained a motion to approve the rezoning, based upon the land use, with any curb cut discussions to be determined in Site Review and pending Drainage Board approval on 9/28/92/

Motion was made by Commissioner Borries that VC-4-92 be approved with the comments made by Commissioner McClintock. A second was provided by Commissioner Hunter.

President McClintock asked for a roll call vote: Commissioner Borries, yes; Commissioner Hunter, yes; and Commissioner McClintock, yes. So ordered.

VC-5-92/PETITIONER, USI: Mr. Richard Schmidt, Asst. Vice President for Business Affairs at the University and Treasurer of Southern Indiana Higher Education (the group that has built the apartments that service the University) introduced himself and said that since those apartments were started in 1985, SIHE, the University and the students have looked for a facility which would be a food service facility to serve the residents there -- a place to go after a long hard day of studying to sit down and have a coke and a sandwich and things of that nature. Up until this point there hasn't been a facility available and we now have located a space that is in an existing facility and that facility is about 15-1/2 ft. by 37-1/2 ft. and it's part of another building which currently contains a recreation room, a laundry and offices for the apartments. This particular facility is about a half mile from Schutte Rd. on the interior of the campus. It cannot be seen from anyplace outside the campus or campus housing. That is important, because their intent is to serve only residents of the housing. They do not intend to have any outsiders come in. In fact, it's not to their benefit to have any outsiders in. They intend to have hot dogs, cold sandwiches, possibly some pizza, for consumption along with soft drinks and other prepared items. The other thing they will probably do is stock some convenience items, such as soap, shaving cream, dish washing detergents and things of that nature -- things the students need very quickly when they run out. As can be seen from the size of the facility, there aren't going to be too many places to put a lot of items in -- so that's going to be a very minor portion of this facility. The recreation room that exists now is going to be redesigned and upgraded to provide a theme for this facility. Since the area it is in is called the MASH Apartments, they are thinking of a MASH concept - putting up tent type structure inside and having the servers in medical garb, and things of that nature. One other thing is that they hope this will encourage students to stay on campus instead of taking each opportunity to run off, onto Schutte Rd. and onto Highway 62 and down yonder for those quick items. They hope that will help to

alleviate some of the traffic problems. And this is especially true in the evenings. They intend the facility to be open from 12:00 a.m. to 12:00 p.m. The reason is nobody is up before 12:00 noon and they stay up until 12:00 p.m. Hopefully, they won't have to extend the hours much beyond that.

Commissioner McClintock asked if there are any remonstrators against this petition? There was no response and a motion to approve was entertained.

Commissioner Hunter moved that VC-5-92 be approved, with a second from Commissioner Borries.

Ms. McClintock then asked for a roll call vote: Commissioner Borries, yes; Commissioner Hunter, yes; and Commissioner McClintock, yes. So ordered.

At 7:38 p.m., there being no further business to come before the Board, Commissioner McClintock entertained a motion to adjourn. Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Cindy Mayo, Chief Deputy Auditor
Jeff Wilhite, County Attorney
David Savage, County Engineer
Mark Abell, Supt. County Bldgs.
Jim Gulick, Bernardin-Lochmueller
Bud Reitmeyer, CLR, Inc.
Al Deig, Deig Bros.
Jim Foley, Phoenix Construction
Don Gibbs, Sam Oxley & Co.
Joe Ballard, Area Plan Commission
Barbara Cunningham, Area Plan Commission
Pam Martin, Chamber of Commerce
Lisa Daugherty, Spurling Construction
Bill Spurling, Spurling Construction
Virginia Worthwein, Area Plan Commission
Marietta Overbeck, Bethel U.C.C.
Richard W. Schmidt, USI
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn S. McClintock
Carolyn S. McClintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

**MINUTES
COUNTY COMMISSIONERS METING
SEPTEMBER 28, 1992**

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MINUTES
COUNTY COMMISSIONERS MEETING
SEPTEMBER 28, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, September 28, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

Commissioner McClintock called the meeting to order, welcomed the participants, dispensed with introductions, and asked the group to stand for the Pledge of Allegiance. She subsequently asked if there were any groups or individuals present who wished to address the Commissioners but did not find their particular item listed on today's agenda. There was no response from the audience.

RE: COLISEUM PARKING LOT/INSTALLATION OF PARKING METERS

President McClintock said the Commission had asked Mark Abell to work with the Chief Deputy Clerk of the City and the Coliseum to work out a Resolution regarding the installation of parking meters on the Coliseum Parking Lot. Based upon our experience at the Vanderburgh Auditorium, the City Clerk is recommending this. Basically the Resolution states that we will be installing ten (10) hour parking meters in (the number of spaces is blank, since the lot hasn't been lined yet). The City will be responsible for the installation and maintenance of the meters. The City will be responsible for removing the monies, issuing tickets for meter violations and for ticketing parties illegally parked and they will enforce the parking restrictions from 8:00 a.m. until 5:00 p.m. The City will retain 75% of the revenue and 100% of the revenue resulting from parking ticket fines. This can be canceled upon 30 days notice. It has been passed by the Common Council of the City of Evansville and executed by Gail Riecken. Basically the proposal will provide public parking at these meters for employees of businesses operating around the Coliseum or anywhere in the downtown area. Then the parking lot will be available in the evenings and on the weekends for use by the Veteran's Council for their events at the Coliseum. We have prepared contract covering the rest of that agreement and it is currently with the Veteran's Council's attorney for approval. As soon as we get that it will be back for a vote of the Commission, as well. This evening we need a motion to pass the Resolution so we can get the meters installed.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

RE: RESOLUTION IN SUPPORT OF ARBOR HOSPITAL

Arbor Hospital will be opening at 10:00 a.m. on Wednesday and they have asked for a Resolution from the Board of Commissioners. (Copy of Resolution attached hereto.)

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the Resolution was approved. So ordered.

RE: AUDITORIUM - BUSINESS PLAN

President McClintock said representatives of Given & Spindler are here today to present the Business Plan for Vanderburgh Auditorium.

Mr. Andy Davidson introduced himself and said he believes the Commissioners were given the Business Plan last week for review. If they have questions, he would like to address same right up front. If not, he will just give a brief overview of the Business Plan and address some of the key points.

COMMISSIONERS MEETING
September 28, 1992

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Commissioner McClintock said she was really pleased with the plan and to see all of this in writing -- she thinks it's wonderful. Under Operations on the second page under Security, all of the security is handled through the Sheriff's Department.

Mr. Davidson said the reason they requested the opportunity to use some City Policemen if at all possible, they've had some users specifically ask for uniformed policemen (being city policemen) there -- plus a lot of times they've had requests for City Police as opposed to Sheriffs. That is why he asked if we could develop a list between Sheriff's Deputies and City Police.

Commissioner McClintock said Mr. Davidson needs to work with the Sheriff on this, because the Commissioners had worked out the agreement with the Sheriff's Department. Of course, the Commission's preference would be for the Auditorium to utilize County Police Officers.

Mr. Spindler said it is their intention to use the Sheriff's Department whenever possible. As Andy said, the only reason this is in the plan is in the event a specific request came in (and it has), they would have the ability to use City Police Officers. But it is their intention to continue to use the County Police. They've had very good cooperation from the Sheriff's Department and it would certainly be their intention to continue to use them.

Ms. McClintock asked, "So you'll coordinate that? Because I think our desire is that we use Sheriff's Deputies."

Mr. Davidson continued by saying, "Just a few highlights proposed in our business plan. We touched on three main things: Marketing the Facility, Operating the Facility, and Improvements to the Facility. Under the marketing, we have new logos which you all have approved which are in the process of being implemented through various things. The new brochure which we are mailing out will be ready for presentation -- hopefully October 7th, when we get all that back from the printer. So we're very close to having that marketing plan to implement our mailer to people in the Tri-State area. Another key factor on the marketing has been the curb appeal. I think if anybody would just walk by the facility they would see that the curb appeal has drastically improved since we've taken over with the new flowers being planted, the interior, the entire dressing room area has been painted. The exterior columns have also been painted. With our marketing plan we are doing a lot to just the curb appeal so people will feel more comfortable and basically increase the rental of the facility by making it more appealing.

Along with the marketing of the facility we talked quite heavily about the usage of the facility and how we needed, through proper marketing, to be able to get the facility used more frequently. I've got a copy of the schedule of upcoming events which I'd like to give to you. From now on through the remainder of the year there is not an open weekend throughout the facility -- so we've done quite a bit through the marketing and promotion of the center to be able to increase the bookings.

I'd also like to give you a copy of "Dining at the Gold Room", a new brochure that we'll be sending out to people who call in to ask about catering in the facility. This is not the total finished package; next year when we have more money in the marketing we will be printing this up in the colors of the normal Gold Room. But this is a mailer that when someone calls and requests information on the catering services, we will be sending this out to them showing the full service menu that we have.

Also, in the marketing - I'm sure you all noticed in the newspaper that the weekends are all booked for the remainder of the year -- but we do have a few open dates be it a Tuesday or a Thursday

evening for the Gold Room. We had placed ads in the newspaper "Oh, Come All Ye Frugal. This ad was in conjunction with Given & Spindler & Aiken Management to promote the facility -- to just let people know there are some nights available to just help get more bookings for the Gold Room. This is an ad that did not cost the County any money; it is one we paid for ourselves.

As far as operations of the facility, we've implemented new Work Schedules so that the Union people know at least three weeks in advance when they are scheduled to work. This has been something they've all been very pleased with -- knowing when they are going to work and being able to schedule the overtime hours. We've implemented event set-up sheets so they know how to set up the Gold Room, the Auditorium, or the Meeting Rooms on everything that is going on. Also, as you are well aware of, in operating facilities we developed a new Rate Schedule that brings the Auditorium much more competitive with the market. One of the key things we emphasized in operating the facility is that at all times when the building is open there will be a staff person, Given-Spindler Employee, and a custodial person at the facility. This has done nothing but improve the facilities. We have quite a few patrons that are pleased that once they set up the facility they say, 'Gosh, I forgot we need this or whatever' -- so basically we have someone there 24 hours a day when the building is open to handle those last minute set-ups.

Another key item on our business plan is the improvements. This is something in the long range plan that we believe that there have been some very good studies done on the Auditorium, addressing improvements, etc., to update the facility. We would like to see something implemented -- a Master Plan -- so that we can go forward with that with the County's blessing and try to bring the Auditorium to the year 2000, basically on a current competitive level. The Ticketmaster location in the Auditorium will be up and operational within 30 days. This is just sort of a brief overview of the whole business plan and I'd be happy to address any questions any of the Commissioners have."

Commissioner McClintock entertained questions or comments.

Commissioner Borries asked "What is the no rent policy for catered events?"

Mr. Davidson responded, "If their total food and beverage bill equals a certain total, that percentage is going to pay the room rent. So it is sort of an advertising ploy so that they're still paying rent, but it is just covered through the percentage on the food and beverage. That's one if you went to any of the hotels or other places and asked -- they say that if your food and beverage total is over X number of dollars, then the room rent is free. So basically they are adding it in. In our new rate schedules, we've also addressed that."

Mr. Borries asked, "And your caterers -- you don't mention them, but you are using a variety of caterers? That is my understanding on that."

Mr. Davidson responded, We have two local caterers we're using for that. If anyone asks, we basically have two exclusive caterers. If people specifically for one of those two, we will go to that specific one. Otherwise, we sit down and talk with the person -- and then handle it all in house and farm it out to one of those two caterers."

In response to suggestion from Mr. Borries that they add a comment so they understand it is different now than it used to be Mr. Spindler said -- take the dining at the Gold Room menu for example, the food and beverage marketing is done out of that facility where a person doesn't have to go outside and work with an outside

caterer. Secondly, Larry Aiken worked very diligently with the two caterers, working under our menus, and also under our recipes -- so there is consistency in the food. I think that was one of the complaints in the past with using the facility -- depending on who the caterer may have been -- you may have had great fried chicken one time and the next time it was fixed differently and people may not have liked it. So there is some continuity and consistency not only in the menu selection and pricing. but even in the preparation and the serving of that food. It is all done through Aiken Management and Given & Spindler under their supervision and under our specifications. So there is a difference between now and prior to our management -- you could come in with any caterer for any event.

Mr. Davidson continued by saying, "If we could just move down to the Sound Integrity under the Consent items on the agenda for a point of clarification. This is the completion of Phase I of the upgrade of the sound system and Phase II will be handled next year."

Ms. McClintock said this was approved way back. She then thanked Messrs. Davidson and Spindler for their report and said it sounds good.

RE: SPEED LIMITS IN SUBDIVISIONS

The meeting continued with President McClintock saying that Sheriff Hamner is here with regard to speed limits in subdivisions -stop and yield signs.

Sheriff Hamner said he believes the Commissioners have a copy of a letter sent up to the Commission office today. He will read same -- not so it will be redundant, but so it will be on record as to what we are trying to do and we can better explain that.

Officer Mike Duckworth has been assigned to the Crime Prevention Unit of the Vanderburgh County Sheriff's Department and has been in contact with Mr. Abell, as well, and explained some of these matters. However, he feels this is a matter that needs to be walked through in a slow manner so that we're all in step and we utilize the legal staff as much as possible. "It has recently been brought to my attention by several concerned County residents that the speed limits in their neighborhoods need to be evaluated. These concerns have been expressed to the Sheriff's Department Crime Prevention Unit in the neighborhoods. According to current County Ordinance, the speed limit for County roadways is 45 mph unless otherwise posted. Thus, it is my opinion this is an unsafe speed limit for the urban subdivisions and neighborhoods. This is especially true since these neighborhoods are densely populated. With this in mind, I am requesting that the County Commissioners direct the County's legal advisor to assist in establishing a blanket ordinance which would lower the speed limit from 45 mph to 35 mph in subdivisions, as defined by County ordinance. In addition, there are such as stop and yield signs that are missing. I believe there should be a method implemented in order to address and resolve these concerns on a timely basis. The Sheriff's Department is currently initiating a pro-active approach in the prevention of crime and educating the public about law enforcement in Vanderburgh County. Therefore, I am bringing this request to you so we can work together in enhancing and making the County a safer place for our residents. We'd be more than happy to answer any questions any of you may have. As I said, Mr. Abell has been in contact with Mike Duckworth and they are working jointly on the problem. We understand that some of these subdivisions are not County-owned and we will have to work with the developer in those areas to get the matter taken care of. But we'd like your blessing on this and hopefully we can work together in establishing this."

Ms. McClintock said she thinks this is an excellent recommendation

and we had just addressed, in general, our ability to change speed limits upon recommendation so we don't have to have an ordinance each time. And, in fact, we've already gone through that procedure. I think we probably still need to refer this to the County Attorney to see if there is a definition for subdivisions or whether we need to list all of those or exactly what we need to do to change those.

Attorney Wilhite commented, "Since we have adopted an ordinance that makes changing stop signs and putting up yield signs quicker, the only thing you really need out of us now, Sheriff, is the proposed to reduce the speed limit from 45 mph to 30 mph. Let me take a look at that. I recall from the Mesker case we just litigated that there may be a State statute that could cause us some problems. But it is the belief of the Commissioners that you agree with the Sheriff that, if possible, we want to do anything we can to reduce that to 30 mph? Is that your thought right now?"

Sheriff Hamner responded, "In subdivisions, yes. Many of these subdivisions, as you know, the kids use the streets to play in and if the speed limit is 45 mph, we certainly can't enforce -- 30 mph in some of these areas may be too fast."

President McClintock said, "There was a problem in Old Petersburg Place where they put the extension through -- Bob Court. When they put that street through it suddenly became a thoroughfare and there were several residents out there concerned because the speed limit was 45 mph."

Sheriff Hamner said, "On Highway 41, in some spots it is not 45 mph -- that's a pretty good clip."

President McClintock said Attorney Wilhite will look into this. With regard to the Stop and Yield signs, either we do not have our own Traffic Department that puts up the signs anymore -- she would think the easiest thing to do would be for this to be coordinated through -- would it be Mike Duckworth in the Sheriff's Department?"

Sheriff Hamner said, "Yes, Mike will basically be taking care of all those requests and Mark can fill out the necessary work for the city."

County Engineer Dave Savage said statute requires an engineering investigation for each stop and yield sign. They want to work closely with Mike just to insure it is done in accordance with the warrants that are made part of the State code. Mike should forward those to Engineering.

Sheriff Hamner said Eric Williams and Steve Woodall of the Sheriff's Department are also here tonight for the request for bid for the computer equipment for the Sheriff's Command Post, along with Roger Elliott. Mr. Elliott will explain this.

Mr. Woodall said the new Sheriff's Sub-station is coming along nicely. However, when the contract was signed they did not take into account several items. One of them was that the contract itself pays for the building, the electrical, heating and air conditioning. It doesn't take into account any new computer equipment, telephone cabling, video cabling -- basically the cabling itself -- and it also did not take into account the furniture and telephone system. What they have been trying to do is work with Roger Elliott and Computer Services (which is Officer Eric Williams) and they have come up with a proposed bid that, if possible, they would like to put out. They, of course, realize this would only have to do now with the cabling and computer equipment. Without the cabling they will have a building that will be useless. What they would like to do -- and they also realize that Council will have to fund this -- he will let Mr. Elliott and Williams explain the needed equipment.

Mr. Elliott said that several months ago he was asked to put together a list of equipment that would make the Sheriff's Sub-Station talk to the Civic Center, in effect. Looking at all the possibilities that were there, looking at the equipment we had in place, he put together a list of equipment for the complex out there with an additional piece of equipment that is required at this end -- a small computer system and some internal cabling -- approximately 220 lines worth, some computer terminals, some printers, as well as a UPS and some of the typical kinds of things you find in a computer room. The retail cost on that is approximately \$225,000. Past experience shows that we will be able to get it for less than that, but he would be a bit remiss if he were to stand here and tell the Board how much less than that. He's learned not to second guess vendors. The equipment requirements are stripped to the bare bone. Some of the pieces we will be doing up front -- like literally cabling the entire building -- so that when they are done there is minimal cabling and it will never be required again. There are situations that require other cabling. For example, if Optical Imaging was looked at as something that could be done in that building out there, there would have to be a different type of cabling. There have been some positions left for that. When this piece of this were completed, the building would be totally capable as far as telephoning is concerned, totally capable as far as any computer equipment we now know of is concerned, as well as for the future. In a nutshell, that is being requested this evening.

Ms. McClintock asked if this has gone to Data Board?

Mr. Elliott responded affirmatively, saying they were approved.

President McClintock asked, "So what you're asking for tonight is permission to go to Council? I mean, we can't advertise for bids or anything until....."

Mr. Elliott responded, "I'm not sure what the Lieutenant is asking for this evening. I would say yes, but I won't speak for him."

Ms. McClintock asked Lt. Williams, "Is that what you need for us to do? Because we can't advertise or anything until we have the money."

Mr. Williams responded affirmatively.

President McClintock entertained a motion to approve the Sheriff's going on Council Call for \$225,000 for computer equipment and cabling.

Motion to this effect was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE:

Mr. Elliott said, "We eliminated the need to do some data conversions in the ATEK Court project. This elimination occurred approximately in the April time frame. As has been the practice in the past, it has taken some time for the paperwork to catch up. What I have for your signature this evening is a Change Order that will eliminate the expenditure of \$2,000. It's a far cry from the \$225,000. But at least it goes toward the figure."

Motion was entertained to approve the Change Order reducing the amount by \$2,000.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

COMMISSIONERS MEETING
September 28, 1992

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RE: COUNTY ATTORNEY - JEFF WILHITE

Written Report: Attorney Wilhite said the Board has his written report and he only has two action items.

Proposed Agreed Entry/Hamner Matter: This is Item #2 on the written report. He has reviewed the proposed agreed entry for the Judge to sign in the morning concerning the Hamner matter. If this meets with the Board's approval, he needs a motion authorizing his signature on the agreed entry.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Wage & Hour Matters/Dave Franklin & Frank Hassel: This is listed as Item 1 on his written report and concerns two Wage & Hour matters (Dave Franklin & Frank Hassel). The Department of Labor investigation finding -- those details outlined in his report concerning overtime hours, including their opinion that we owe \$123.42 for overtime hours to David Franklin and \$519.74 to Frank Hassel, as well as some adjustment of the overtime bank. We could continue to fight this, but especially given the legal fees for that small amount of money, he recommends approval and acceptance of that determination.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COUNTY ENGINEER - DAVE SAVAGE

Claims/Local Portion of Columbia-Delaware Bridge Project: Mr. Savage submitted claims (split in two amounts because of Federal funding categories) on this project. The total bid was approximately \$2.4 million. The low bid was awarded to E. H. Hughes and these claims total the 20% local obligation for that and he recommends approval of the claims. The cover letter along with these indicates that by paying the claims the County is concurring in the award to the low bidder.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Borries asked when this is going to start.

Mr. Savage said the Pre-Construction Conference is tomorrow at 10:00 a.m. The start date is a little up in the air, but he would expect it would be another two to three weeks.

Awarding of Contract/Korff Road Resurfacing: Mr. Savage said the bids were opened last week and it is their recommendation that the contract be awarded to the low bidder, J. H. Rudolph & Co. in the amount of \$78,820.00.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Request to Change Street Plans/Windsong II (Indian Woods P.U.D.): In 1987 road plans were approved which included a modified cul-de-sac, which had a provision for parking in a boulevard type median. The developer is proposing that those parking spaces be removed. These are zero lot line houses. It is his recommendation that this request be approved. In response to query from Commissioner Borries, Mr. Savage said that essentially, the total street pavement from curb to curb increases just a little. It basically leaves a 60 ft. radius cul-de-sac, which is standard within this area so emergency vehicles can turn around. But it doesn't allow for parking in this boulevard-type area. In response to query from President McClintock, Mr. Savage said he recommends approval.

MR. Morley, the engineer on the project, said the Site Review Committee was afraid that parking out there would restrict emergency vehicles moving around, etc. They were not really comfortable about making a parking lot in the middle of a public right-of-way; that is what they were concerned about.

Ms. McClintock entertained a motion to approve the request.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage remarked that the roads remaining on the contract paving list for this year were predominantly short, narrow roads that served very few houses and we had proposed holding off on that paving -- looking at it hard -- and perhaps even holding them off until next year's road hearing and then making a final determination as to whether we want to go to the expense of widening those. The residents on Young Road have pressed this matter and he told them he would bring this to the Commission. Young Rd. is .37 miles in length and serves five (5) houses. It is a 13 ft. wide rock road, with a cemetery on both sides. It is a flat road; there are no hills, no curves, and you can see from one end of the road to the other. He believes that the cost to widen this road to 16 ft. would be prohibitive in this matter -- on this road -- but he would not have a problem since there are no hills and no curves in recommending that we pave it at its existing 16 ft. width, which is what the residents are concerned about. He wanted to bring this matter before the Commissioners for their direction.

Mr. Hunter asked, "They're concerned about the fact that it is only 13 ft.?"

Mr. Savage responded they are not concerned about the width -- they would just like to see it paved. Dust and rutting of the road are their concerns. As the Commissioners are aware, we've had a lawsuit in process concerning a narrow road. In that case the suit involved a hill -- a blind hill where you could not see opposing traffic. This is a dead end street; traffic well below 50 trips per day.

Ms. McClintock asked, "Then you recommend that we do ahead and pave it and do not widen it? And, Jeff, you indicated you think -- you know, we don't want to do something that will be a future problem."

Attorney Wilhite responded, "Yes. I don't have any reason for you not to do it, as long as we are clear on the record what your considerations are. As I understand it, you all would need to confirm that you are considering the cost of widening; you're considering, Mr. Savage on the record, I guess, from an engineering standpoint you think it is acceptable to pave it without widening it?"

Mr. Savage said that is correct.

Attorney Wilhite said, "Given the request of your constituents here, that is what we need to make clear in the record -- that you all are deciding this as an elected public body, considering engineering costs desirous of your constituents and engineering recommendations."

Ms. McClintock said Mr. Hunter needs to put all of that in his motion.

Mr. Borries asked, "Is this on the current list?"

Mr. Savage responded, "Yes, it is."

Mr. Hunter said, "For the reasons cited by Counsel, I will move the paving of Young Rd."

Mr. Borries second and Ms. McClintock so ordered.

Mr. Savage said if it is agreeable with the Commissioners, they will deal with the narrow roads on a case-by-case basis rather than slipping anything through under 16 ft. wide. He thinks this would be a good way to do it.

Off Right-of-Way Work: Mr. Savage said he doesn't mean to be a pest about off right-of-way work, but we have a longstanding complaint that we need to deal with and he needs some direction on it. This is a subdivision (Elna Kay, Spry Rd., Fuquay, Covert Ave., I-164 and the borrow pit area) and the entire subdivision does not have sewers. At designated point on map the water in the subdivision drains to the north on both sides and drains out a swale that goes down a public utility easement (not a drainage easement, but a public utility easement) into the adjacent subdivision where it enters a beehive. This ditch beyond anyone's memory has always backed up water. It currently backs up water about three to four inches deep for several days after a rain. The only thing that can be done to eliminate that is that the ditch be cleaned and he would recommend installing a sub-drain -- whether it's done by a private property owner or whether we do it. But it is backing water up and water will stand and cover the entire road for about 200 ft. In the winter he understands it is just a sheet of ice back there. If is interpreted such that we can't get into public utilities, then he'd like the Commission to negotiate a particular easement so we could go in and repair that and get rid of that water.

Commissioner Borries said that is very familiar with the problem. He would think, however, that Mr. Savage is going to have to negotiate some kind of an easement in there. He thinks the confusion surrounding one older subdivision and one newer subdivision and the lack of any discernable right-of-way in there concerns him.

Mr. Savage said that is strictly a legal question.

Mr. Borries said, "I respect your sincerity there to try to help, but you see, there is never really any limit -- despite how deserving sometimes some situations are. When you start doing work on what could be perceived as private property, I think the County is in for some rude awakenings from time to time, because you'd have tremendous demands and perhaps other legal problems would develop and you just can't do it. So I would prefer to clarify that whole situation in some way -- to either negotiate or obtain what right-of-way, again depending upon what kind of expense we're talking about there."

Mr. Savage said he if we agree to do the work he believes we can get the easement from the property owner -- to coincide with the 12 ft. utility easement that is there.

Ms. McClintock said, "So we're making a motion to authorize David to negotiate an easement?"

Mr. Borries made a motion to this effect, with a second from Commissioner Hunter. So ordered.

Mr. Savage asked, "Do you want work such as this brought to you on a case-by-case basis -- if it's out of the right-of-way? And once we obtain an easement, do you want to approve the actual work that we will do?"

President McClintock replied, "Yes."

COMMISSIONERS MEETING
September 28, 1992

10

Mr. Savage said, "Okay. We'll get the easement and come up with some kind of sketch and bring that back for approval. Very good. That's all I have."

Commissioner Borries asked, "There was some discussion -- again, this is not something new. Wasn't there going to be some discussion about trying to channel the water or at least to do some wedging of some pavement in order that once the water hits the right-of-way at Elna Kay on the horseshoe that the water would not then pool in the area you mentioned and create a hazard?"

Mr. Savage replied, "It's an unusual treatment. There is a 10 ft. wide section of pavement that instead of having a crown is sloped and broken up. If it were crowned we'd have to put in an inlet. So we're going to take out that section of pavement and replace it with an upgrade so it will go ahead and work the way it is supposed to work. We were going ahead and do that within the existing budget. Do you want things like that brought to the Commission before we do it? I typically authorize work such as that."

Mr. Borries asked, "When you say it is within existing budget, are there plans then that you had some budget line item for this Elna Kay project?"

Mr. Savage responded, "It either comes out of the concrete repairs account or out of the bituminous materials account."

Ms. McClintock asked, "So you're saying there are funds available -- it wasn't budgeted."

Mr. Savage said that is correct; we have numerous locations like this where some work needs to be done. He'd be glad to bring this to the Commission, but unless they want to look at each individual location he doesn't want to burden the Commissioners with this.

Mr. Borries said he'd prefer to see them.

Ms. McClintock said, "Why don't you go ahead and bring them and if we get over burdened we'll let you know."

RE: SUPERINTENDENT OF COUNTY BLDGS. - MARK ABELL

President McClintock noted that Mr. Abell will put copies of his written report in the Commissioners' boxes tomorrow. She then recognized Mr. Abell.

Mr. Abell said that some months ago he believes the Commissioners okayed a company called Full Circle Services to investigate some three (3) checks totaling \$12,700 that were uncashed and he went ahead and processed the paperwork. Mr. Wilhite looked it over and he suggests that the three Commissioners sign same and we will proceed to collect everything.

RE: CONSENT AGENDA

Ms. McClintock said, "Okay. Are there any questions concerning the Consent Agenda?"

Commissioner Borries asked, "David, what is the claim for J. H. Rudolph in the amount of \$81,464?"

Mr. Savage said this is the last claim on last year's paving contract. There were some questions on the adding up of numbers and they just approved this.

Mr. Borries asked, "So it is or for work done in 1992, it's for 1991 completion?"

Mr. Savage said, "Actually, the completion was in 1992, but the

contract was initiated in 1991."

Employment Changes/Tax Adjustment Board: Ms. McClintock said there is one addition to the Consent Agenda. Joanne gave her the employment changes for the Tax Adjustment Board releasing Ed Ziemer, Rita Heathcotte, and Ed Witte -- all at \$35.00 per meeting. The Tax Adjustment Board has completed their work. The Commissioners also need to sign the Payroll Voucher Claim: Ed Ziemer, \$70; Rita Heathcotte, \$70; and Ed Witte, \$35.00 for a total of \$175.00.

County Auditor Sam Humphrey noted that the Tax Adjustment Board made a recommendation to discontinue the Tax Adjustment Board. They don't have authority to do it, but they made a recommendation.

Ms. McClintock said this was brought up at last week's meeting and Gary Price is going to look into it and double check and make sure that we do that.

Motion to approve the Payroll Voucher Claim submitted for the Tax Adjustment Board was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Motion to approve the amended Consent Agenda was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered.

RE: OLD BUSINESS

President McClintock entertained matters of Old Business to come before the Board. There was none.

RE: NEW BUSINESS

Ms. McClintock then entertained matters of New Business to come before the Board. There was none.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the Commission Meeting was adjourned at 6:40 p.m. So ordered.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Jeff Wilhite, County Attorney
Sam Humphrey, County Auditor
Dave Savage, County Engineer
Mark Abell, Supt./County Bldgs.
Danny Spindler, Given & Spindler
Andy Davidson, Given & Spindler
Ray Hamner, Sheriff
Eric Williams, Deputy Sheriff
Steve Woodall, Deputy Sheriff
Roger Elliott, SCT
James Morley, Morley & Associates
B. J. Farrell, Commission Office
Others (Unidentified)
News Media

COMMISSIONERS MEETING
September 28, 1992

12

SECRETARY: **Joanne A. Matthews**

Carolyn McLintock
Carolyn McLintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

September 28, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Resolution C-92-39, Veteran's Coliseum Parking Lot
re: parking meters/for discussion and signatures
 - b. Resolution for Arbor Hospital
for signatures
 - c. Given and Spindler/Vanderburgh Auditorium
re: Business plan
 - d. Sheriff Ray Hamner
re: speed limit and traffic signs
 - e. Roger Elliott/Data Processing
re: Approval and signature of Change Order

(1)

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

6. DEPARTMENT HEADS

Jeff Wilhite ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

a. Travel/Education

Health (7)

b. Employment Changes (see pages 3 - 12)

c. Council Call

1) Veteran's Services/Transfer of funds

2) Burdette Park/Transfer of funds

d. Bernardin Lochmueller and Associates

re: Lynch Road parcel #7: Guthrie May Co., Inc

Project #M-E185(1) BLA Project #91-60-5

* signatures needed

e. Claims to be paid

1) Vanderburgh County Treasurer
Fall Installment - B.....1,946.62

2) Lynch Road Extension
Clerk of Superior Court.....20,000.00

3) J.H. Rudolph.....81,464.28

4) Charles W. Ruston.....402.00

5) Green River Road Extension
United Consulting.....21,250.31

6) Sound Integrity.....1,991.65
* Completion of sound system

f. Scheduled Meetings:

WED Sept 30

County Council
Personel and Finance

3:30 PM RM 303

(2)

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

RELEASES ~~EXEMPTIONS MADE~~ MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
	ANGELA BECKER	PO BOX 27 WADESVILLE	POOL	4 25	SEPT 8 1992
	JIMMY MORROW	8048 A DANIEL LANE	"	4 25	"
	CAROLYN SCHNEIDER	725 HARMONY WAY	"	4 25	"
	SARAH TOWNSEND	3008 MT VERNON AVE	"	4 25	"
	CHRISTA WOLFE	8044 OUTER LINCOLN	"	4 25	"
	CARRIE ASH	7588 WOODLAND	"	4 25	"
	ERIN O'NEILL	810 LEMAY DRIVE	"	4 25	"
	JENNIFER FREEMAN	5045 KUEBLER ROAD	"	4 35	"
	KERI JONES	990 E. BASELINE	"	4 25	"
	ROCHELLE GALEY	1920 S. PARKER DRIVE	"	4 25	"
	JONATHAN PERKINS	7820 RIDGEBROOK	"	4 25	"
	KATHERINE SIEBEKING	1219 WESTWOOD HILLS	"	4 25	"
	JESSICA SHARP	516 CHERRY HILL	"	4 35	"
	AMY ZIMMERMAN	5745 W. FRANKLIN ROAD	"	4 50	"
	KIMBERLY BARGO	2355 HALIBROOK	"	4 35	"
	JENNIFER ACKER	425 CHAPEL VALLEY	"	4 25	"
	BRYAN ARNOLD	RR 2 BOX 74 ELBERFELD	"	4 85	"
	STACEY STONECIPHER	820 LEMAY DRIVE	FLOAT STAND	4 25	"
	GREG BENEDYK	512 WINDCIRCLE	POOL	4 35	"
	TERI WEBSTER	4129 MEADOW RIDGE	"	5 00	"
	MEGAN MCGINN	1024 KIRKWOOD	FLOAT STAND	4 25	"
	TROY COCKRUM	1414 N. BOEHNE CAMP	POOL	4 25	"
	KENNETH HAYNIE	455 S. RUSTON AVE	"	4 35	"

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RECORDER
COMMISSIONER'S RECORD

SIGNED BY

(3)

Mark T. Tully, Jr. DATE 9-1-92

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department BURDETTE PARK

RELEASES APPOINTMENTS MADE

pl

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
	CHASTITY SPINDLER	7207 BAYARD PARK DRIVE	POOL	5 00	SEPT 8, 1992
	JASON KELLAMS	1311 S. LINDWOOD	"	4 35	" ✓
	CHRISTOPHER PEAK	3702 VANMETER	"	5 25	" ✓
	APRIL SCHMUCK	7101 UPPER MT VERNON RD	"	4 60	" ✓
	TRACY BAGBY	2004 MAHRENDALE	"	4 35	" ✓
	TONJA DAY	4335 SPRUCE DRIVE	"	4 50	" ✓
	JENNIFER MUMMERT	4212 SPRING VALLEY RD	"	4 35	" ✓
	CANDACE MC MANAWAY	5050 CHAR MAR LANE	"	4 25	" ✓
	JENNA MARTIN	6311 HOGUE ROAD	FLOAT STAND	4 25	" ✓
	JEREMY TEVERAUGH	107 W. ILLINOIS	POOL	4 25	" ✓
	AMY BURDON	5600 N. NEW YORK	RINK	4 25	APRIL 1 1992
	DANIEL MARK	1725 ROLLET	POOL	4 25	SEPT 8 ✓
	PATRICK JOHN	5020 NEW HARMONY ROAD	"	4 25	" ✓
	LISA WILKS	1630 CLAYTON	"	5 00	" ✓
	ANGELIA BELL	1671 HOOSIER	"	5 25	" ✓
	ROBYN PAPAIOANNOU	112 A WILLIAMSBURG DR	"	5 00	" ✓
	MICHAEL ISAACS	1933 CHEYANNE DRIVE	"	5 00	" ✓
	DIANNA STEFFE	1320 N. 2ND AVE	"	4 25	" ✓
	JEFF COMPTON	2713 WAYSIDE DRIVE	"	4 35	" ✓
	JENNIFER CUNNINGHAM	219 KIRCHOFF BLVD	"	4 35	"
	ROBERT PARSON	1803 E. MICHIGAN	"	5 00	"
	KAREA MC DONALD	4811 N. BLACKFORD	"	4 35	"
	ANTHONY KNIGHT		"	5 00	"

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RECORDER
COMMISSIONER'S RECORD

SIGNED BY Mark T July 1992 DATE 7-2-92

(4)

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department BURDETTE PARK

RELEASES APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
	ROBERT KIEFFNER	612 MELS DRIVE	POOL	4 60	SEPT 8 1992
	BENJAMIN MC CARTHY	5001 SHADY COURT	"	4 60	"
	NICHOLAS JANKOWSKI	3610 BAYOU CREEK ROAD	"	5 00	"
	SHAWN HELMER	1249 FREY ROAD	"	5 10	"
	JEREMY JOURDAN	1312 HATHAWAY	"	5 00	"
	RONALD LONDON	231 S. BARKER AVE	"	4 25	"
	AMY CORRESELL	7600 W. TERRACE DRIVE	"	4 25	"
	SUSAN BERNHARDT	1601 FELSTEAD ROAD	"	5 00	"
	ANDRA MUTH	1416 MONROE AVE.	"	4 60	"
	SHANNA MC CUNE	112 MONTCLAIR	"	4 50	"
	DEANNA DAUBS	1924 EUCLED	"	5 00	"
	MARIA RITCHEL	4110 JENNINGS LANE	FLOAT STAND	6 00	"
	KEVIN REIS	9141 FISCHER ROAD	POOL	4 50	"
	KERRY KNOWLES	HARRY	"	4 25	"
	DANA GOURLEY	3919 W. MARYLAND	"	4 60	"
	JOHN WILCOX	3351 W. FLORIDA	"	5 00	"
	KARI HALEY	446 S. WEINBACH	"	4 25	"
	TAN BUI	5122 CHADWICK ROAD	"	4 25	"
	BEN MORAN	10811 PARK SUNSET DRIVE	"	4 35	"
	ANDREA JETT	1412 OLYMPIC COURT	"	4 25	"
	QUANG BUI	5122 CHADWICK ROAD	"	4 25	"
	JEREMY STEWART	2318 PARKSIDE DRIVE	"	4 35	"
	JEFFREY YAN	1033 MAC ARTHUR CIRCLE	"	4 75	"

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RECORDER
COMMISSIONER'S RECORD

SIGNED BY Mark Taylor

DATE 9-25-92

(5)

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department BURDETTE PARK

RELEASES ARRIVED IN MEXICO MADE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

**RECORDER
COMMISSIONER'S RECORD**

SIGNED BY Mark T. Tilby, Jr.

DATE 9-25-92

(6)

VANDERBURGH COUNTY EMPLOYMENT CHANGESDepartment Vanderburgh Auditorium*sl***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
144-1990	Michael Hartweck	741 Herndon Dr. 47711	Security	12.00/hr	9-25-92

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDED
COMMISSIONER'S RECORDSIGNED BY James BiddleDATE 9-25-92**VANDERBURGH COUNTY EMPLOYMENT CHANGES**Department Auditor*pl***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
102-126	Sue Reimann		Posting Clk	14864.00	9-21-92
				7.09/hr	

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
102-126	Sue Reimann	6 month step inc.	Posting Clk	14180.00	9-21-92
				6.7652/hr	

RECORDED
COMMISSIONER'S RECORDSIGNED BY Cindy MayoDATE 9-25-92

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
276-1990	DIANA WHITNEY		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-15-92
276-1990	JOSEPH FLOYD		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 9-6-92
505.01362- 1990	COBY MARKHAM		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 9-6-92
505.01362- 1990	ELDON HANKINS		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 9-6-92

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.01362- 1990	JAMIK VOGES		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 8-30-92
505.01362- 1990	JOSEPH FLOYD		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-5-92
505.01362- 1990	COBY MARKHAM		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-5-92
505.01362- 1990	ELDON HANKINS		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-5-92

RECORDED
COMMISSIONER'S RECORD

SIGNED BY *Bm* JUDGE, CIRCUIT COURT

DATE *9/22/92*

VANDERBURGH COUNTY EMPLOYMENT CHANGESDepartment VANDERBURGH COUNTY SURVEYOR # 325*PL***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
106/116	WIENER, PHILIP J.	501 SENATE AVE.	DRAFTSMAN	17,841.00	9/21/92
106/113	JENNINGS JEANNE M.	3901 NORTH HWY 41	PARTY CHIEF	17,550.00	9/21/92

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM**RELEASED**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
106/113	WEINER PHILIP, J	501 SENATE AVE	PARTY CHIEF	17,550.00	9/21/92
106/116	JENNINGS JEANNE M.	3901 NORTH HWY 41	DRAFT PERSON	17,841.00	9/21/92

RECORDER
COMMISSIONER'S RECORD

SIGNED BY

Ruth Wiener

DATE

9-21-92

VANDERBURGH COUNTY EMPLOYMENT CHANGESDepartment 108 Prosecutor*PL***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
012901080	Cheryl J. Cooper	Box 134 Old Plank Rd	ParaLegal	18,639.00	9-21-92
		New Harmony, IN 47631			

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM**RELEASED**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
012901080	Cheryl J. Cooper	Box 134 Old Plank Rd	ParaLegal	18,639.00	9-21-92
		New Harmony, IN 47631			

RECORDER
COMMISSIONER'S RECORD

SIGNED BY

Nancy M. Miller

PROSECUTOR

DATE

9-22-92

VANDERBURGH COUNTY EMPLOYMENT CHANGESDepartment Sheriff *rd***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105.0-113-00201	Jerry Rinsey		Process Server	350hr 7340 00	9-14-92 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM**RELEASED**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105.0-113-00201	Susan LaVanchy		Process Server	350hr 7340 00	9-13-92 ✓
				35019/Hr	

RECORDED
COMMISSIONER'S RECORDSIGNED BY *Ray Hansen*DATE *Sept. 25 92**JB***VANDERBURGH COUNTY EMPLOYMENT CHANGES**Department Sheriff *rd***APPOINTMENTS MADE**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105.1-113-00307	Susan LaVanchy		Probationary Correction Off.	877 hr 18375 00	9-14-92 ✓
				9,7666/Hr	
105.1-1780			C.A.		

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM**RELEASED**

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDED
COMMISSIONER'S RECORDSIGNED BY *Ray Hansen*DATE *Sept. 25 92**JB*

VANDERBURGH COUNTY EMPLOYMENT CHANGESDepartment AREA PLAN COMMISSIONAPPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
124-113	Ted B. Clark	341 Northfield Lane	Planner II	10.53 hr.	9-21-92

RECORDED
COMMISSIONER'S RECORDSIGNED BY *Reuben R. Lewis Jr.* DATE 9-23-92**VANDERBURGH COUNTY EMPLOYMENT CHANGES**Department CIRCUIT COURTAPPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.01362-1990	ROBERT JACKSON		PART-TIME CORRECTIONS OFFICER	\$7.00 HR	9-6-92

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.01362-1990	ROBERT JACKSON		PART-TIME CORRECTIONS OFFICER	\$5.00 HR	9-5-92

RECORDED
COMMISSIONER'S RECORDSIGNED BY *Ron W. Thompson* DATE 9/22/92
JUDGE, CIRCUIT COURT

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

APPOINTMENTS MADE

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1990 HOLLY HARL		INTERN	\$4.75	HR 8-24-92
136-1990 TERRY MCINTOSH		TYPEST	\$4.75	HR 8-28-92
136-1990 CARRIE HELDT		INTERN	\$4.75	HR 8-24-92
136-1990 TODD MEYER		INTERN	\$4.75	HR 9-1-92

RECORDED
COMMISSIONER'S RECORD

SIGNED BY *Burns Jr.*
JUDGE, CIRCUIT COURT

DATE

9/22/92

VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

APPOINTMENTS MADE

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.01362-1990 THOMAS AGNEW		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 9-6-92
505.01362-1990 GREGORY WALKER		PART-TIME CORRECTIONS OFFICER	\$7.00	HR 9-6-92
136-1970 CHAD GROVES		INTERN	\$5.00	HR 9-6-92
136-1970 JASON STOWERS		INTERN	\$5.00	HR 9-6-92

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.01362-1990 THOMAS AGNEW		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-5-92
505.01362-1990 GREGORY WALKER		PART-TIME CORRECTIONS OFFICER	\$5.00	HR 9-5-92
136-1970 CHAD GROVES		BAILIFF	\$5.00	HR 9-5-92
136-1970 JASON STOWERS		BAILIFF	\$5.00	HR 9-5-92

RECORDED
COMMISSIONER'S RECORD

SIGNED BY *Burns Jr.*
JUDGE, CIRCUIT COURT

DATE

9/22/92

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

DRAINAGE BOARD IMMEDIATELY FOLLOWING

Resolution No. C-92-39

Introducing: Landers
Committee: ASD

**A RESOLUTION OF THE COMMON COUNCIL APPROVING
AN INTERGOVERNMENTAL AGREEMENT WITH
VANDERBURGH COUNTY REGARDING THE
VETERAN'S COLISEUM PARKING LOT**

WHEREAS, the Vanderburgh County Commissioners desire to enter into an agreement for the installation of meters and enforcing parking rules and regulations on the Veteran's Coliseum parking lot with the City of Evansville Parking Meter Department; and

WHEREAS, the Board of Public Works recommends the adoption of said agreement;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville, Indiana, as follows:

Section 1. Approval of the Agreement

The agreement, attached hereto and incorporated herein, regarding installation of meters and enforcing parking rules and regulations on the Veteran's Coliseum parking lot is hereby approved.

Section 2. Effective Date

This Resolution shall be in full force and effect from and after its passage by the Common Council and signing by the Mayor.

FILED

SEP 0 1992

Marsha Abell
CITY CLERK

AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 1992, by and between the Common Council of the City of Evansville, State of Indiana (hereinafter "City") and the Board of County Commissioners of Vanderburgh County, State of Indiana (hereinafter "County");

WITNESSETH;

WHEREAS, there has been a proposal to provide for metered parking spaces for use by the general public in the Veteran's Coliseum Parking Lot.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. City Installation and Maintenance of Parking Meters. The City shall direct the City of Evansville Parking Meter Department to install ten (10) hour parking meters in _____ spaces in the Veteran's Coliseum Parking Lot. The City shall be solely responsible for the installation and maintenance of said meters throughout the term of this Agreement, and any extensions hereto.

2. Other Duties of the City. The City shall be solely responsible for removing monies deposited in the meters, issuing tickets for meter violations, and for ticketing parties illegally parked. The City shall further perform law-enforcement patrols of the Veteran's Coliseum Parking Lot to enforce the applicable parking restrictions from 8:00 o'clock A. M. to 5:00 o'clock P.M., Monday through Friday.

3. Division of Meter Revenue and Fines. The City shall retain seventy-five percent (75%) of the revenue derived from use of the parking meters, and shall retain one hundred percent (100%) of the revenue resulting from parking ticket fines issued to individuals illegally parked in the Veteran's Coliseum Parking Lot.

4. Cancellation. This agreement may be canceled upon thirty (30) days written notice by either party. Any revenue received during the thirty (30) day period after notice is given shall be distributed as provided herein, and the rights and responsibilities of each party shall remain in effect and enforceable during said thirty (30) day period until the date of cancellation.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

6. Entire Agreement. This instrument contains the entire agreement between the parties and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCE BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day first above written.

Common Council of the City of Evansville, Indiana

BY: Jarl C Reichen
President

"CITY"

Board of Commissioners of Vanderburgh County, Indiana

BY: Carlyle McClintic
President

9/24/92

"COUNTY"

PASSED BY THE COMMON COUNCIL of the City of Evansville,
Indiana on the 21st day of Sept, 1992, and on said day
signed by the President of the Common Council and attested by the
City Clerk.

Spel C Rucker
President, Common Council

ATTEST:

Marsha Abell
City Clerk

PRESENTED by me, the undersigned City Clerk of the City of
Evansville, Indiana, to the Mayor of said City, this 22nd day of
Sept, 1992, at 11:00 o'clock AM., for his consideration and
action thereon.

Marsha Abell
City Clerk of the City of
Evansville, Indiana

HAVING EXAMINED the foregoing Resolution, I do now, as Mayor
of the said City of Evansville, Indiana, approve said Resolution and
return same to the City Clerk, this 22nd day of Sept, 1992, at
1:00 o'clock PM.

Frank H. McDonald
Mayor of the City of
Evansville, Indiana

APPROVED AS TO FORM:

By: Toby D. Shaw
Corporation Counsel

Full Circle Services, Inc.



June 24, 1992

Mr. Lou Wittmer
Vanderburgh County Commissioners
Room 305
Civic Center Complex
Evansville, IN 47708

**Re: Proposal Regarding Unclaimed Funds
Listed in the Name of Vanderburgh County**

Dear Mr. Wittmer:

Please place the following proposal and accompanying document on the agenda for the next regularly scheduled County Commissioners' meeting.

Full Circle Services, Inc. is a public records research firm which specializes in the identification and recovery of unclaimed cash assets held by governmental subdivisions. Our business is unique in that we are not involved in bankruptcy proceedings, wills or trusts. Further, we do not gain our information from any state's Abandoned Property Listing.

We have accessed information which indicates three uncashed checks totaling \$12,708.28 are being held for Vanderburgh County. The information also indicates that the funds are available for recovery from the holder. Accordingly, I enclose for your review our standard contract for services. Upon your review of the enclosed Agreement, you will note that Section Two provides that no compensation is owed until recovery of the funds is completed.

Some additional facts regarding the subject funds are listed below. Please understand that there are levels of disclosure beyond which the value of our information may be compromised.

- A . The funds have been available for recovery for more than six years and were initially issued after 1979.
- B . According to information acquired from the holder by Full Circle, no written request has been submitted by Vanderburgh County to recover the funds.
- C . The holder of the funds is under no apparent obligation to contact Vanderburgh County regarding availability of the funds.

Reunion Center
Suite 900
P.O. Box 3388
Tulsa, Oklahoma 74101-3388
(918)582-5522
FAX(918)582-5524

Mr. Lou Wittmer
June 24, 1992
Page Two



- D . The holder of the funds is a governmental subdivision located in the United States. The listings accessed by Full Circle are therefore a matter of public record. Should these funds continue to be listed as available on the listing accessed by Full Circle, other research firms similar to Full Circle may contact you, resulting in additional administrative cost and effort.

Following receipt of Disclosure Information from Full Circle, three options will be available to the client. These are: 1) to empower Full Circle to recover the funds; 2) to pursue recovery of the funds itself with Full Circle's assistance, if desired; or 3) to submit no claim for recovery. Under the proposed agreement, the client is under no obligation to claim the subject funds. Only when the funds are claimed and subsequent financial benefit is received by the client is Full Circle due its commission.

Should you have further questions regarding Full Circle Services, Inc., please contact the undersigned for additional discussion. You may also wish to contact the Metropolitan Tulsa Chamber of Commerce, located at 616 S. Boston, Tulsa, OK 74119 (phone 918-585-1201) for additional information. Our Dun & Bradstreet reference number is 61-081-9187.

Our experience has shown that we provide a valuable service to county government. Should you have any comments after your review of the enclosed, please feel free to contact the undersigned. If the terms of our proposal meet with your approval, please execute the enclosed agreement and return it to our office. Thank you for your consideration.

Sincerely,

Full Circle Services, Inc.



Stephen L. Canary, CPA
Account Executive

SLC/cd
Enclosure

Full Circle Services, Inc.



September 21, 1992

Ms. Carolyn McClintock
Vanderburgh County
305 Administration Building
Civic Center Complex
Evansville, Indiana 47708

Re: Fee Agreement for Vanderburgh County.

Dear Ms. McClintock:

On September 8, 1992, Full Circle received a signed original of the Fee Agreement between Vanderburgh County and Full Circle Services, Inc. I have enclosed an executed copy of the agreement for your file on this matter. In accordance with the terms of the Fee Agreement dated September 2, 1992, the following written disclosure of information is submitted:

The following is listed as an uncashed check or warrant with the Office of the Attorney General, State of Indiana, as follows:

<u>Payee</u>	<u>Amount</u>	<u>Issued</u>	<u>Check #</u>
TREAS VANDENBURGH CO	\$10,121.53	11/30/81	4848810
TREAS VANDERBURGH CO	\$1,479.71	8/21/79	3514563
VANDERBURGH CIRC COUNT	\$1,107.04	11/10/78	3099094

You may authorize Full Circle Services as agent for recovery purposes if you so desire. In this regard I enclose, for the above, two duplicate Limited Power of Attorney documents. Please provide two signed originals if: i) the document language meets with your approval, and ii) it is your desire that Full Circle pursue recovery on your behalf. Please complete, execute and return the enclosed *Affidavit for Outdated Warrants* form with the executed Power of Attorney documents.

Please feel free to contact the undersigned for any required assistance. We appreciate this opportunity to be of service to Vanderburgh County.

Sincerely,

Full Circle Services, Inc.

A handwritten signature in black ink, appearing to read "Stephen L. Canary".

Stephen L. Canary, CPA
Account Executive

SLC/rv
Enclosures

via Certified Mail P 544 393 303 Return Receipt Requested
Reunion Center
Suite 900
P.O. Box 3388
Tulsa, Oklahoma 74101-3388
(918)582-5522
FAX(918)582-5524

AGREEMENT AND FEE MEMORANDUM

BY AND BETWEEN:

Full Circle Services, Inc. AND
900 Reunion Center
Nine East Fourth Street
Tulsa, OK 74103

Vanderburgh County
305 Administration Bldg.
Civic Center Complex
Evansville, IN 47708

In consideration of the successful efforts of Full Circle Services, Inc. ("Full Circle") to notify Vanderburgh Cty. ("Claimant") of funds held in its name (the "Funds"), and to which Claimant may be entitled, Claimant hereby agrees, subject to the conditions set forth below, to pay Full Circle thirty percent (30%) of the amount recovered on behalf of Claimant (the "Fee"), out of which Full Circle agrees to pay all expenses associated with notification and collection.

It is understood:

(1) Claimant will cooperate by executing documents necessary to recover the Funds.

(2) Unless a recovery is made there will be no fee payable by Claimant pursuant to this Agreement.

(3) Should Claimant receive the Funds directly from the holder thereof, Claimant will pay Full Circle the Fee within thirty (30) days of its receipt of the Funds. Likewise, should Full Circle receive the Funds directly from the holder thereof, Full Circle will pay Claimant the Funds, less the Fee, within thirty (30) days of its receipt of the Funds.

(4) If Claimant is aware of the Funds and is in the process of collecting the Funds on the date hereof, as evidenced by documentation produced by Claimant and sent to the holder of the Funds within the six month period preceding the date of this Agreement, the Fee will not be payable.

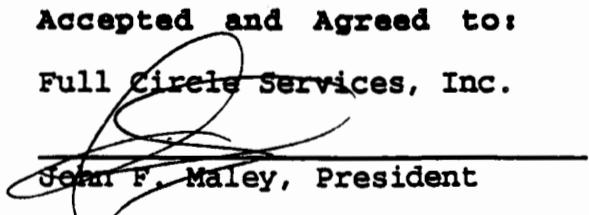
(5) The intent of this Agreement is to pay Full Circle the Fee for its services in identifying funds which are not actively being pursued by Claimant, notwithstanding the fact that such amounts may be reflected in the financial books and/or records of Claimant.

This Agreement and Full Circle's authority and entitlement hereunder shall automatically terminate upon Claimant's receipt of the Funds and payment of the Fee.

Dated and Delivered this 2nd day of September, 1992.

Accepted and Agreed to:

Full Circle Services, Inc.


John F. Maley, President

Vanderburgh County

Carolyn McClinton

Printed Name and Title
Carolyn Mc Clinton

AFFIDAVIT FOR OUTDATED WARRANTS

State of Indiana
County of Vanderburgh

I, Carolyn S. McClintock being duly sworn, on my oath say and represent to the Treasurer of the State as follows:

1. That I am the owner of Warrant # 3099094 in the amount of \$ 1,107.04, dated 11/10/78 1978, issued by the Auditor of the State of Indiana, and presented herewith.
2. That the Treasurer of the State of Indiana has refused to accept said Warrant for payment because same was not presented for payment within the time prescribed by Chapter 117 of the Acts of 1953, as amended.
3. That the money represented by said Warrant is now justly due me.
4. That the circumstances which prevented said Warrant from being presented within a reasonable time are as follows:

We have been unable to locate Warrant No. 3099094 in the amount of
\$1,107.04 and have no record of receiving it. to the best of my knowledge.

Carolyn McClintock
Signature of Claimant

I Subscribed and sworn to before me, a Notary Public in and for said County and State this 28th day of September 1992.

SEAL

Joanne A. Matthews
Notary Public

My commission expires

Printed Signature: Joanne A. Matthews

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

County of Residence: Vanderburgh

AFFIDAVIT FOR OUTDATED WARRANTS

State of Indiana
County of Vanderburgh

Carolyn S. McClintock

I, Carolyn S. McClintock, being duly sworn, on my oath say and represent to the Treasurer of the State as follows:

1. That I am the owner of Warrant # 4848810 in the amount of \$ 10,121.53, dated 11/30/81 1981, issued by the Auditor of the State of Indiana, and presented herewith.
2. That the Treasurer of the State of Indiana has refused to accept said Warrant for payment because same was not presented for payment within the time prescribed by Chapter 117 of the Acts of 1953, as amended.
3. That the money represented by said Warrant is now justly due me.
4. That the circumstances which prevented said Warrant from being presented within a reasonable time are as follows:

We have been unable to locate Warrant No. 4848810 in the amount of

\$10,121.53 and have no record of receiving it. to the best of my knowledge.

Carolyn McClintock
Signature of Claimant

X Subscribed and sworn to before me, a Notary Public in and for said County and State this 28th day of September 1992.

SEAL

Joanne A. Matthews
Notary Public

My commission expires

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

Printed Signature: Joanne A. Matthews

County of Residence: Vanderburgh

AFFIDAVIT FOR OUTDATED WARRANTS

State of Indiana
County of Vanderburgh

I, Carolyn S. McClintock being duly sworn, on my oath say and represent to the Treasurer of the State as follows:

1. That I am the owner of Warrant # 3514563 in the amount of \$ 1,479.71, dated 8/21/79 19, issued by the Auditor of the State of Indiana, and presented herewith.
2. That the Treasurer of the State of Indiana has refused to accept said Warrant for payment because same was not presented for payment within the time prescribed by Chapter 117 of the Acts of 1953, as amended.
3. That the money represented by said Warrant is now justly due me.
4. That the circumstances which prevented said Warrant from being presented within a reasonable time are as follows:

We have been unable to locate Warrant No. 3514563 in the amount of \$1,479.71 and have no record of receiving it. to the best of my knowledge.

Carolyn McClintock
Signature of Claimant

Subscribed and sworn to before me, a Notary Public in and for said County and State this 28th day of September 19 92.

SEAL

Joanne A. Matthe
Notary Public

My commission expires

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

Printed Signature: Joanne A. Matthe

County of Residence: Vanderburgh

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of
Vanderburgh County Board of Commissioners in the County of
Vanderburgh and the State of Indiana, have made,
constituted and appointed and by these presents do make, constitute and appoint
Full Circle Services, Inc., its true and lawful attorney for it and in its name, place
and stead, and to its use, to collect and recover unclaimed, outstanding or
abandoned property more particularly described as follows: State of Indiana
Check No. 3514563 in the amount of \$1,479.71:

and to obtain, deposit, negotiate and disburse any such property, giving its
attorney full power to do everything whatsoever, requisite and necessary to be
done on the premises, as fully as it could do if personally present, with full power
of substitution and revocation, hereby ratifying and confirming all that its said
attorney, or such substitute or agent as it should designate, shall lawfully do, or
cause to be done, by virtue hereof. This Limited Power of Attorney will
automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of
September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID # 356000205

ATTEST:

Jean Humphrey
Secretary

By: Carolyn S. McClintock
Title: President

STATE OF Indiana
COUNTY OF Vanderburgh

)
) ss.
)

Before me, a Notary Public, in and for said County and State on this 28th day of
September, 1992, personally appeared Carolyn S. McClintock
to me known to be the identical person who subscribed the name of the maker
hereof to the foregoing instrument as its President
and acknowledged to me that She executed the same as her free and voluntary act
and deed and as the free and voluntary act and deed of such corporation, for the
uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires:

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of Vanderburgh County Board of Commissioners in the County of Vanderburgh and the State of Indiana, have made, constituted and appointed and by these presents do make, constitute and appoint Full Circle Services, Inc., its true and lawful attorney for it and in its name, place and stead, and to its use, to collect and recover unclaimed, outstanding or abandoned property more particularly described as follows: State of Indiana Check No. 3514563 in the amount of \$1,479.71:

and to obtain, deposit, negotiate and disburse any such property, giving its attorney full power to do everything whatsoever, requisite and necessary to be done on the premises, as fully as it could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or such substitute or agent as it should designate, shall lawfully do, or cause to be done, by virtue hereof. This Limited Power of Attorney will automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID # 356000205

ATTEST:

Son Humphrey
Secretary

By: Carolyn McClintock
Title: President

STATE OF Indiana

)

COUNTY OF Vanderburgh

)
) ss.
)

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1992, personally appeared Carolyn S. McClintock to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires: JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of Vanderburgh County Board of Commissioners in the County of Vanderburgh and the State of Indiana, have made, constituted and appointed and by these presents do make, constitute and appoint Full Circle Services, Inc., its true and lawful attorney for it and in its name, place and stead, and to its use, to collect and recover unclaimed, outstanding or abandoned property more particularly described as follows: State of Indiana Check No. 4848810 in the amount of \$10,121.53

and to obtain, deposit, negotiate and disburse any such property, giving its attorney full power to do everything whatsoever, requisite and necessary to be done on the premises, as fully as it could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or such substitute or agent as it should designate, shall lawfully do, or cause to be done, by virtue hereof. This Limited Power of Attorney will automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID # 356000205

ATTEST:

Tom Thompson
Debra Secretary

STATE OF Indiana

)

COUNTY OF Vanderburgh

)
ss.

By: Carolyn McClintock
Title: President

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1992, personally appeared Carolyn S. McClintock to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires: JOANNE A. MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of Vanderburgh County Board of Commissioners in the County of Vanderburgh and the State of Indiana, have made, constituted and appointed and by these presents do make, constitute and appoint Full Circle Services, Inc., its true and lawful attorney for it and in its name, place and stead, and to its use, to collect and recover unclaimed, outstanding or abandoned property more particularly described as follows: State of Indiana Check No. 4848810 in the amount of \$10,121.53:

and to obtain, deposit, negotiate and disburse any such property, giving its attorney full power to do everything whatsoever, requisite and necessary to be done on the premises, as fully as it could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or such substitute or agent as it should designate, shall lawfully do, or cause to be done, by virtue hereof. This Limited Power of Attorney will automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID #56000205

ATTEST:

Tom Humphrey
Secretary

STATE OF Indiana

COUNTY OF Vanderburgh

By: Carolyn McClintock
Title: President

)
) ss.
)

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1992, personally appeared Carolyn S. McClintock to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires:

JOANNE A. MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of Vanderburgh County Board of Commissioners in the County of Vanderburgh and the State of Indiana, have made, constituted and appointed and by these presents do make, constitute and appoint Full Circle Services, Inc., its true and lawful attorney for it and in its name, place and stead, and to its use, to collect and recover unclaimed, outstanding or abandoned property more particularly described as follows: State of Indiana
Check No. 3099094 in the amount of \$1,107.04:

and to obtain, deposit, negotiate and disburse any such property, giving its attorney full power to do everything whatsoever, requisite and necessary to be done on the premises, as fully as it could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or such substitute or agent as it should designate, shall lawfully do, or cause to be done, by virtue hereof. This Limited Power of Attorney will automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID #356000205

ATTEST:

Jim Humphrey
Secretary

STATE OF Indiana
COUNTY OF Vanderburgh

By: Carolyn McClintock
Title: President

)
) ss.
)

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1992, personally appeared Carolyn S. McClintock to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires:

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

POWER OF ATTORNEY
(LIMITED)

KNOW ALL MEN BY THESE PRESENTS:

That I, Carolyn S. McClintock for and on behalf of Vanderburgh County Board of Commissioners in the County of Vanderburgh and the State of Indiana, have made, constituted and appointed and by these presents do make, constitute and appoint Full Circle Services, Inc., its true and lawful attorney for it and in its name, place and stead, and to its use, to collect and recover unclaimed, outstanding or abandoned property more particularly described as follows: State of Indiana Check No. 3099094 in the amount of \$1,107.04:

and to obtain, deposit, negotiate and disburse any such property, giving its attorney full power to do everything whatsoever, requisite and necessary to be done on the premises, as fully as it could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or such substitute or agent as it should designate, shall lawfully do, or cause to be done, by virtue hereof. This Limited Power of Attorney will automatically expire upon recovery of the above-described property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th day of September, 1992.

Corporate name:

Vanderburgh County

Federal Tax ID # 356000205

ATTEST:

Sam H. Murphy
Secretary

STATE OF Indiana

COUNTY OF Vanderburgh

By: Carolyn S. McClintock
Title: President

)
) ss.
)

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1992, personally appeared Carolyn S. McClintock to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joanne A. Matthews
Notary Public

My Commission Expires:

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
MY COMMISSION EXP. JUNE 12, 1996

BERNARDIN · LOCHMUELLER & ASSOCIATES, INC.

PLANNERS · ENGINEERS · SURVEYORS

SUITE 606 HULMAN BLDG. · EVANSVILLE, IN 47708

TEL. (812) 426-1737

September 24, 1992

Vanderburgh County Engineer
Vanderburgh County Auditorium
715 A Locust Street
Evansville, Indiana 47708

Attention: Ms. Carolyn McClintock, President
thru Mr. David Savage

Re: Lynch Road - Parcel #7: Guthrie May Co., Inc.
Project #M-E185(1)
BLA Project #91-60-5

Dear Ms. McClintock:

Some weeks ago INDOT made the decision to include the relocation of the Evansville water and sewer facilities into the design plans for this project. This arrangement is in-lieu of the standard reimbursable utility agreement. Because of this decision it has now become necessary to add the cost to purchase a 12' sewer easement, needed to relocate a city sanitary sewer, to the original offer. Consequently a new offer must be presented to the property owner.

The project appraiser, Mr. Dave Matthews, has rendered an opinion that fair compensation for the sewer easement is 50% of the value of the land in fee (see Mathews August 24, 1992 letter enclosed). The review appraiser for this parcel has concurred with the appraiser's opinion and has amended the review appraisers certificate and attached documentation.

The additional cost of the sewer easement will increase the offer by \$2150 from \$36,700 to \$38,850.

IN ORDER FOR THE COUNTY COMMISSIONERS TO APPROVE THE INCREASE OF THE OFFER FROM \$36,700 TO \$38,850 PLEASE SIGN AND DATE THE CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE IN BOTH OF THE PLACES HIGHLIGHTED IN YELLOW (this form must be re-signed on the June 15, 1992 line because the original document cannot be found).

Vanderburgh County Engineer
September 24, 1992
Page 2

All ORIGINAL documents must be returned to my office immediately, so that a new offer can be made to the property owner. Please feel free to call me if you have any questions and/or comments.

Respectfully,

BERNARDIN, LOCHMUELLER & ASSOCIATES, INC.



Richard Z. Bennett
Project Engineer II

RZB/map

Enclosure

cc: Tom Bernardin
Francis Miller

INDIANA DEPARTMENT OF TRANSPORTATION
DIVISION OF LAND ACQUISITION

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Project M-E 185 (1) Road LYNCH County VANDERBURGH Owner GUTHRIE MAY & CO INC Parcel 7

	1st APPRAISAL	2nd APPRAISAL	3rd APPRAISAL	4th APPRAISAL	REVIEWER'S
APPRAYER	MATHEWS				VALUE IF DIFFERENT FROM APPRASIAL
FEE (F), STAFF (S), OWNER (O)	(F)				
DATE OF APPRAISAL	3-06-92				
BEFORE VALUE	\$200,000				# 2090
AFTER VALUE	\$163,300				161,150
DIFFERENCE	\$-36,700				38,850
LAND &/OR IMPROVEMENTS	\$-36,700				38,850
LOSS IN VALUE TO REMAINDER	-0-				-0-
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	\$-36,700				38,850
NON-COMPENSABLE ITEM	-0-				-0-
CHECK (X) IF APPROVED AS IS	X				✓

REVIEWERS COMMENTS AND/OR CORRELATION

(Also see attached sheets)

CERTIFICATION

I, the undersigned, certify that I have made a visual inspection of the subject and that I have inspected the comparables used in the appraisal(s). I also certify that I have no direct or indirect present or contemplated future personal interest in the subject property or in any benefit form its acquisition; and that my estimate of fair market value has been made independently, based on appraisals and other factual data of record without collaboration or direction. Items compensable under State law, but not eligible for Federal reimbursement, if any, are set out in this review.

It is my understanding that the value estimate may be used in connection with a Federal-Aid highway project to estimate the fair market value of the part taken, plus loss in value to the remainder (if any), as of MARCH 6, 1992
is \$ 36,700.00

AMENDMENT



William R. Bartlett, II, MAI
DATE 9-22-92



REVIEW APPRAISER
WILLIAM R. BARTLETT, II, MAI
Date JUNE 3, 1992

O. B62 AC PE
APPROVED APPRAISAL AMOUNT FOR 7.3% ACRES FS
(AREA SIZE)

REQUIRED R/W \$ 36,700.00

38,850

APPROVED APPRAISAL AMOUNT FOR -0-
(AREA SIZE)

EXCESS LAND \$ -0-

The breakout of required R/W and Excess Land is derived from the NA

The breakout of required R/W and Excess Land has been determined by Review Appraiser NA

Potentially hazardous materials: Present Possible Nothing Indicated

If present, what type and where located: NA

HISTORIC DATE

APPRAYER'S NAME	APPRaised AMOUNT			DATE OF APPRAISAL			DATE OF REVIEW FOR BUILDINGS			PROPERTY USE		
	26	29	32	35	37	39	41	43	45	47	50	53
MATTHEWS, C DAVID	36	700	00	03	06	92	06	03	92	0	000	00000

LPA Official: 

AMENDMENT

Date: June 15, 1992



LPA Official

Date: September 28, 1992

INDIANA DEPARTMENT OF TRANSPORTATION
DIVISION OF LAND ACQUISITION

STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent at least fair market value as said amount is not less than the State's approved estimate of value. P.L. 91-646 provides that said value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in Indiana Department of Transportation records as:

Project M-E 185 (1) Parcel 7 Road LYNCH ROAD County VANDERBURGH

Owner(s) GUTHRIE MAY & COMPANY INCORPORATED

3. Interest(s) being acquired: FEE SIMPLE = 7.394 AC PERM ESMNT = 0.862 AC
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 9 below, if applicable.

4. This acquisition is (check one): a.() - A total acquisition of the real property.

b.() - A partial acquisition of the real property.

5. The State's Offer: Just compensation has been determined to be and the State's offer for the purchase of this real property is: \$ 36,700.00 38,850

6. The amount in Item 5 above may include payment for damages such as loss in value to remainder land and/or improvements and other damages. These values, if any, are as follows:

a. Loss in value to remainder (severance damages)..... \$ -0-

b. Other damages (itemize) _____ \$ -0-

Total Damages: \$ -0-

7. Buildings: The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the State. These buildings and improvements, if any, are identified as follows:

NONE

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc. The amount in Item 5 above may include payment for the purchase of the aforementioned items and their ownership shall pass to the State. These items, if any, are identified as follows: NONE

9. Remarks: NONE PERMANENT EASEMENT FOR SANITARY
SEWER

JUNE 3, 1992

Date

Signature
WILLIAM R. BARTLETT, II, MAI
CG 69100330

AMENDMENT: 9/22/92

Date

William R. Bartlett, II, MAI

ADDENDUM REVIEW PARCEL 7 (REVISED)

This review is revised from a June 3, 1992 review and considers a change in taking to include a 0.862 acre permanent easement for sanitary sewer. Mr. Matthews wrote a letter dated August 24, 1992 which is attached, in which he stated that the value of the sewer easement is 50% of the fee simple value of the land. The review appraiser concurs. In estimating the value of the land a value of \$36,700 was calculated for 7.394 acres or an average of \$4,963.48 per acre. The taking of the easement appears to be fairly typical with the fee simple taking and the average unit value is considered to be applicable.

Therefore, fee simple value of the taking is calculated as follows:

0.862 acre x \$4,963.48/acre	=	\$4,278.52
Fee Simple Value of Esmt Area	=	\$4,278.52
Easement Value	=	<u>50%</u>
Value of Easement Area	=	\$2,139.26
USE \$2,150		

Therefore, the total taking may be calculated as follows:

Fee Simple Taking	=	\$36,700
Easement	=	<u>\$2,150</u>
Total Value of Taking	=	\$38,850

**David
Matthews
Associates**

REAL ESTATE APPRAISERS & CONSULTANT

123 NW 4TH STREET • SUITE 711
EVANSVILLE, IN 47708
TELEPHONE (812) 428-6000

August 24, 1992

Jeff Wilhite
Kahn Dees Donovan and Kahn
Union Federal Building
Main Street Walkway
Evansville, Indiana 47708

Post-it™ brand fax transmittal memo 7871 # of pages 1

To	Rick Bennett
Co.	Co.
Dept.	Phone #
Fax#	426-7369 Fax#

Re: Guthrie May property sewer easement

Dear Mr. Wilhite:

At the request of Rick Bennett, engineer with Bernardin Lochmueller Associates and project engineers for the Lynch Road project I am submitting to you my opinion of just compensation for sewer easements. Typically if I am to appraise a sewer easement I will read the easement and consider what rights are being acquired and what rights would be retained by the land owner. The value of the land will be appraised and that value will be allocated to the bundle of rights held by the fee owner. The value of the rights being acquired will then be estimated and from this allocation just compensation will be paid for the rights acquired. If there is any damage to the property such as crop damage during construction, soil compaction, etc. these items will also be considered and compensated for.

A second method employed by some utility companies and some appraisers in the state of Indiana is to divide the rights equally between the fee owner and the easement holder. In effect the assumption is that there are two users of the land and the value can be split equally between the two users. Therefore, the compensation for the easement would be 50% of the fee value in this scenario. My preferred method will generate a smaller compensation than the split fee approach.

By offering 50% of the value of the fee, it is my opinion the county will have made a more than fair offer for the property and in fact will probably have offered an amount greater than the value I would estimate if I were to do a complete appraisal on the just compensation owed the property owner.

If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully submitted,

C. David Matthews, MAI SRPA SRA

cc: Rick Bennett

PARCEL NO. 7
PROJECT NO. M-E185(1)
ROAD NO. Lynch Rd.
COUNTY: Vanderburgh
SECTION: 11
TOWNSHIP: 6S
RANGE: 10W

OWNER: Guthrie May & Co., Inc.

8/19/91

DRAWN BY: B. Anderson
CHECKED BY: D. L. Helms
8/19/91

8/19/91

DEED RECORD: 639 P. 346

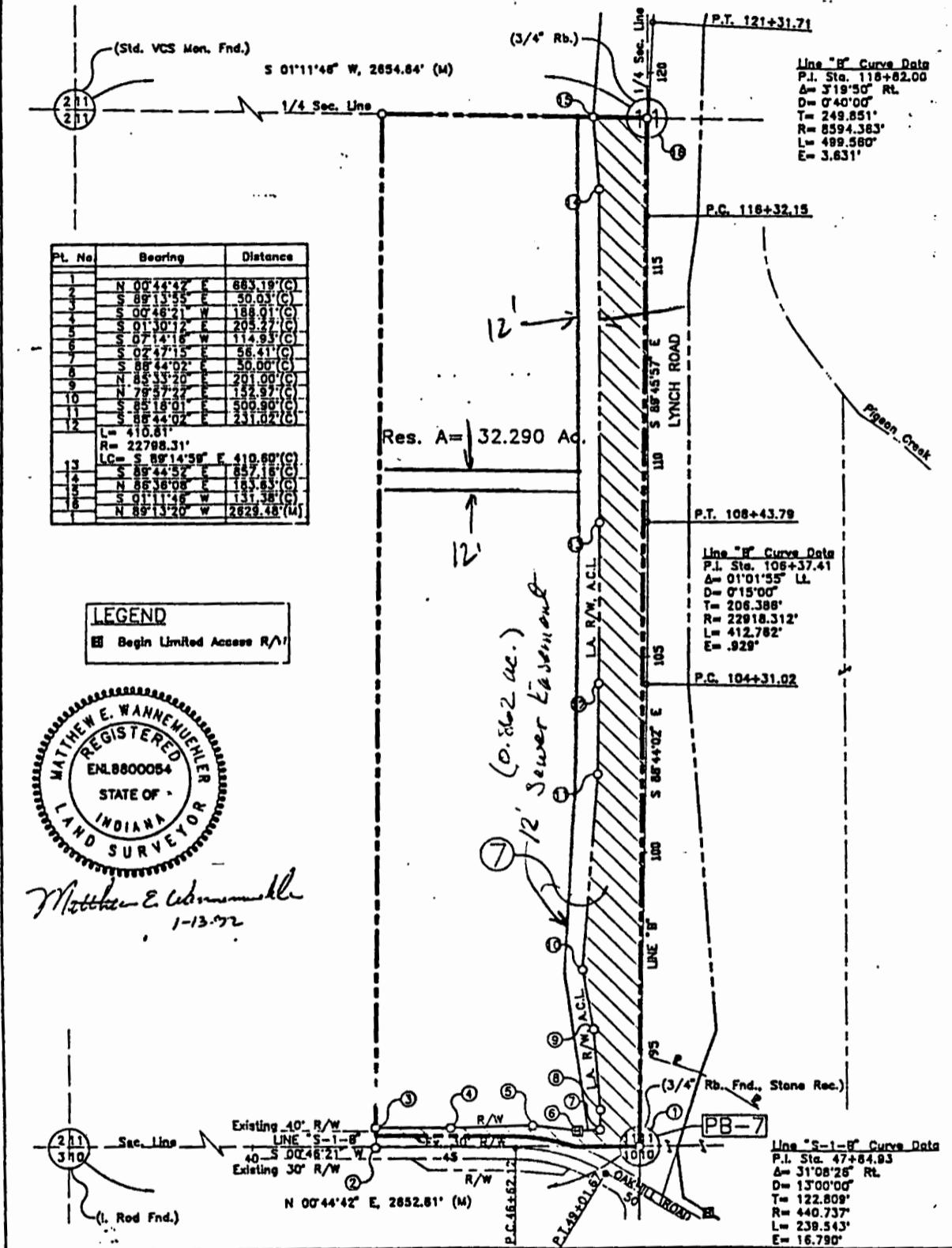
DEED DATE: Nov. 15, 1976

SCALE: 1" = 300'

TOTAL AREA =	40.087 S.F.(C)
	40.000 S.F.(R)
R/W EXSTING =	<u>0.316 S.F.</u>
NET TOTAL AREA =	39.684 S.F.
AREA of TAKING =	<u>7.394 S.F.</u>
RESIDUE =	32.290 S.F.

HATCHED AREA IS THE APPROXIMATE TAKING

(C) Computed By Bernardin Lochmueller & Asc.
(R) Record
(M) Measured





Information Services, Inc.

September 11, 1992

Mr. Roger Elliott, Site Director
Systems & Computer Technology Corp.
Administration Building
1 N.W. 7th Street
Evansville, IN 47708

RE: Change Order to Master Agreement No. IN 89-0015, Application Software License Agreement Deliverables Schedule No. IN 89-0015.02.01 ("ASL Deliverables Schedule"), attached hereto.

Dear Mr. Elliott:

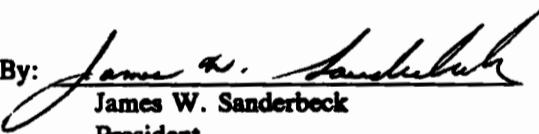
Per your request on Thursday, September 3, 1992, the following data conversion deliverables order under the ASL Deliverables Schedule of your Master Agreement No. IN 89-0015 has been changed as follows:

ASL Deliverables Schedule <u>Section 5. Other Charges</u>	Price
Reduce the Data Conversion from "Three (3) Courts Case Management" to "Two (2) Courts Case Management" @ \$2,000 each	\$2,000.00 (-)
TOTAL	\$2,000.00 (-)

Pursuant to your acceptance of this Change Order, the cancelled data conversion deliverable shall be deleted from this "ASL Deliverables Schedule". Accordingly, this executed Change Order shall revise your Master Agreement No. IN 89-0015.

Your signature on the enclosed copy of this letter constitutes your authorization to ATEK to proceed with this Change Order. Please sign and return it to Elaine Horger, Contract Administrator, ATEK Information Services, Inc., 630 - 30th St., N.W., Canton, Ohio 44709. Please retain one of the two copies of this letter for your files.

Sincerely,

By: 
James W. Sanderbeck
President

Corporate Headquarters
630 - 30th St. N.W.
Canton, Ohio 44709
(216) 493-3489

Mr. Roger Elliott
September 11, 1992
Page 2

Acknowledged and agreed to this 28th day of September, 1992.

for City of Evansville

By: _____

Title: _____

for Vanderburgh County

By: Conrad McClinton _____

Title: President _____

Attachment

cc: Central File

evans.ord



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

RESOLUTION SUPPORTING ARBOR HOSPITAL

WHEREAS, we now have a special psychiatric facility to meet the multiple behavioral and emotional needs of children, adolescents, adults and their families;

WHEREAS, the Board of Commissioners of Vanderburgh County recognize that said facility is a comprehensive state-of-the art psychiatric center

WHEREAS, support of Arbor Hospital would greatly benefit Vanderburgh County and its residents; and,

WHEREAS, Arbor Hospital will be open on October 1, 1992, with first full week of operation being National Mental Health Awareness Week;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Vanderburgh County declares its support of Arbor Hospital, and urges acceptance of the same.

This Resolution shall become final, binding and in full force and in effect immediately upon its passage and upon the execution hereof by the members of the Board of Commissioners of Vanderburgh County, or a majority of them.

Dated this 28th day of September, 1992.

**BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY**

BY: Carolyn S. McClintock
Carolyn S. McClintock, President

Don L. Hunter
Don L. Hunter, Vice-President

Richard J. Borries
Richard J. Borries, Member

REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT Burdette Park

DATE Sept. 17, 1992

<u>ACCOUNT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM: <u>1450-1970 Temporary Replacement</u>		<u>\$3500.00</u>

TO: <u>1450-1240 Secretary/Receptionist</u>	<u>\$3500.00</u>
---	------------------

EXPLANATION OF NEED FOR REQUEST

The employee in this full time position has been on a leave of absence.
will be returning on October 26, 1992.

BALANCE OF ACCOUNTS

<u>ACCOUNT NO.</u>	<u>BUDGET</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u>	<u>BALANCE AF</u>
--------------------	---------------	----------------------	----------------	-------------------

*OK
over
RBS*

RECEIVED Sept 17, 1992

REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT Burdette Park DATE Sept. 15, 1992

DATE Sept. 15, 1992

ACCOUNT	LINE ITEM	AMOUNT
FROM: 1450-1160 Pool Head Guard		\$1,924.81
1450-1170 Assistant Pool Head Guard		2,332.46
1450-2740 Chemicals		2,000.00
1450-2850 Skating Rink Operations		2,042.94
1450-3690 Park Planning		462.35
1450-4230 Motor Vehicles		116.05
TO: 1450-4120 Buildings and Structures		\$8,878.61

TO: 1450-4120 Buildings and Structures \$8,878.61

EXPLANATION OF NEED FOR REQUEST

We are needing to transfer these funds to help pay construction costs for current projects.

BALANCE OF ACCOUNTS

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AF

DEPARTMENT OF STATE Frank T. Tamm

AGENDA REQUEST

NAME OF REQUESTOR: Roger Elliott

REQUESTOR TITLE: Director

DEPARTMENT: Computer Services Department

REQUEST(S) BEING MADE:

- Approval and signature of a Change Order to Application Software License Agreement Number IN 89-0015.02.01 reducing the amount owed ATEK Information Services by \$2,000,000.

Reduction of the number of Honeywell to VAX data conversions from three (3) to two (2) allows the reduction of cost.

Data Board, at their September 22nd meeting, reviewed and recommended this document for your approval.

DATE TO BE PLACED ON AGENDA:

Board of Public Works Wednesday, September 30, 1992

County Commissioners Monday, September 28, 1992

ACTION _____ **CONSENT** _____ **OTHER** _____

ATEK
Information Services, Inc.

September 11, 1992

Mr. Roger Elliott, Site Director
Systems & Computer Technology Corp.
Administration Building
1 N.W. 7th Street
Evansville, IN 47708

RE: Change Order to Master Agreement No. IN 89-0015, Application Software License Agreement Deliverables Schedule No. IN 89-0015.02.01 ("ASL Deliverables Schedule"), attached hereto.

Dear Mr. Elliott:

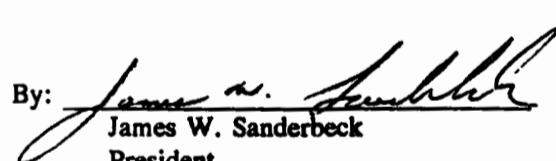
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<u>Section 5. Other Charges</u>		
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Sincerely,

By: 
James W. Sanderbeck
President

Corporate Headquarters
630 - 30th St. N.W.
Canton, Ohio 44709
(216) 493-3489

**Mr. Roger Elliott
September 11, 1992
Page 2**

Acknowledged and agreed to this _____ day of _____, 1992.
for City of Evansville

By: _____

Title: _____

for Vanderburgh County

By: _____

Title: _____

Attachment

cc: Central File

evans.ord

PUBLIC WORKS DEPARTMENT

AGENDA

SEPTEMBER 28, 1992

- | | | |
|----|---|------------------------------|
| 1. | COLUMBIA/DELAWARE BR. #1C
Indot (Project STP-E140)
Indot (Project BHZ-E140) | \$301,500.74
\$187,500.00 |
| 2. | PERMISSION/USE COUNTY VEHICLE FOR COURT APPEARANCE | |
| 3. | KORFF ROAD RESURFACING - AWARD CONTRACT
Rudolph \$78,820
Oxley \$79,090
Koester \$92,228.69 | |
| 4. | WINDSONG II - STREET PLAN REVISION
Delete parking area from Greencastle Drive per
Site Development Sheet #1 9/22/92 | |
| 5. | YOUNG ROAD PAVING | |
| 6. | ELNA KAY DRAINAGE CORRECTION | |

**Business Plan
Vanderburgh Auditorium
And Convention Center**

BUSINESS PLAN

The business plan for the Vanderburgh Autidorum and Convention Center will address the following area.

I. Marketing the Facility

- The Gold Room
- Auditorium
- Meeting Rooms
- Curb Appeal

II. Operating the Facility

- Organizational Systems
- Inventory Control
- Security
- Rate Schedule
- Charitable List

III. Improvements to the Facility

- ADA Compliance
- Modernization
- Food Service
- Ticket Sales

I. MARKETING

A targeted professional advertising and marketing campaign will produce a revenue increase. The campaign requires programs targeted toward two distinctive groups.

The Gold Room/Convention Center

The increase in the usage of this area lies within a seventy-five mile radius of Evansville. This will be accomplished by developing a direct mailing list of organizations, schools, clubs, churches, and trade groups within the seventy-five mile radius. Four to six mailings per year, quarterly newspaper advertisements, and yellow page advertisements will allow us to promote and sell the attractive rates and services available to the business and private sector.

Auditorium

The past marketing consisted of printing an expensive brochure and mailing it to the four corners of the United States. The entertainment promotion business is highly regionalized, and ninety percent of the past Auditorium users have been organizations located within two hundred miles of the Auditorium. Four to six mailings to the promotion firms within this radius will produce meaningful new business from promoters that have a geographical connection to our marketplace.

Meeting Rooms

The increase in usage lies with the upgrading of the meeting rooms. Other than the combined usage with the Gold Room, this area will be marketed locally. The meeting rooms should be promoted with the availability of light food service. This concept should be provided in-house for a fee to cover cost of service with the balance of dollars generating revenue for the facility.

Curb Appeal

This type of marketing must be addressed tastefully and professionally in order to enhance additional usage. The human eye detects many things, such as the need of painting, lack of color, overgrown bushes and shrubs, decayed parking surfaces, equipments stored outside, and many other impressions. A positive reaction to the building's representation is the goal of curb appeal. The facility has the look of a twenty-five year old building and must be modernized in order to increase revenue.

MARKETING SUMMARY

The development of new marketing materials and logos, and the personal contacts made by the general manager will allow the Vanderburgh Auditorium Convention Center to be promoted professionally. Monies need to be budgeted on an annual basis to allow the aggressive marketing plan to be continued and to reap the increase in revenue due to increased usage.

II. OPERATIONS

In order to organize and manage the many areas of operating the facility, several new systems have been developed.

Weekly Work Schedule

Employee work schedule is posted, two weeks in advance, by the month for regular and overtime hours, event information per area, management assignment per event, and parking lot attendant per event. Adjustments are made as needed on a day-to-day basis. See Exhibit A.

Event Set Up Sheet

This system indicates event set up for all areas of the facility. Complete information per event is vital for a successful event. The management staff works with the client to ensure all information is on the sheet and correct for the set up. See Exhibit B.

Work Request

In order to develop a tracking system for major and minor repairs at the facility, a work request system has been developed. This system will track cost of materials and charge backs for damages by the user. See Exhibit C.

Load In/Load Out Policy

In order to control the loading dock area before, during, and after events, a policy was developed to correct the lack of concern for others during events. The loading area is not a parking area, and this policy allows each user to conduct business on a nondiscriminatory basis. See Exhibit D.

Event Contract/Lease

The current document has many areas which need attention, such as return of security deposit, billing information, cancellation policy, security, stage hands, and dangerous materials, just to name a few. A new contract is currently being developed in conjunction with the County Attorney to ensure protection of the facility and the general public.

Inventory Control

Inventory levels were above normal, due to the same product being purchased from several vendors. Pricing must be based on volume in order to maximize revenues. All vendors have been contacted to provide a list of all items purchased over the last two years and current prices and products available.

Security

The security of the facility and its users are very important. We would like to develop a list of sheriff and police to use when security is required. The officers must be able to handle all kinds of events and have an understanding of the operations of the facility.

Rate Schedule

The rates for the Auditorium and the Gold Room need to be competitive with the market. The perception that the Gold Room is "too expensive" needs to be eliminated. The new rate schedule gives the staff some negotiating room and makes the Gold Room competitive. See Exhibit E.

Charitable List

The not for profit discount has been allowed to be abused. We have developed a charitable list that needs to be approved. If an organization is not on the list, they will not be given the discount. Additions and subtractions to the list can be made with approval. See Exhibit F.

OPERATIONS SUMMARY

The day-to-day operations of the facility are now being documented. The employees have defined tasks and schedules and are glad. The new Rate Schedule and the Charitable List will allow the staff to maximize usage and increase revenues. With the new systems in place, the operation of the facility will run more efficiently and reduce operating cost.

III. Improvements to the Facility

ADA Compliance

A company needs to be hired to inspect the facility and give recommendations on any improvements, if necessary, to meet the new ADA regulations. The firm of Knapp, Given, Veazey & Shoulders Architects, Inc., is qualified to do the study. If modifications are necessary, the monies need to be appropriate and the work done immediately.

Modernization

Like any other twenty-five year old facility, modernization is necessary in order to increase usage. The main lobby and dressing rooms need redecorating to current standards. The Auditorium acoustics need to be improved in order to maintain the usage of the facility by the EPO. The meeting rooms and the Gold Room need to be brought to competitive levels so the facility can attract the 100-200 people events.

Food Service

In-house food service is a major ingredient in the future success of the facility. A concession stand is necessary in the main lobby to serve the users of the Auditorium. A full service kitchen for the Gold Room will increase usage and allow the quality of food served to be consistently of high quality. The concession stand and kitchen will pay for their construction through increases in revenue.

Ticket Sales

A Ticketmaster outlet will be installed in the current ticket office. This will be the only outlet serving the downtown market. The tickets sold will not only be for Auditorium events, but also will include a variety of events. This will create a new source of revenue for Vanderburgh County and more than offset the cost of the ticket seller.

IMPROVEMENTS SUMMARY

The facility, like so many other twenty-five year old facilities is in need of a comprehensive renovation program. The 1987 study by Knapp, Given, Veazey & Shoulders Architects, Inc., needs to be updated and used as a guideline for improvements and expansion. A capital improvements plan needs to be established and put into motion to keep the competition from taking away the major users of the facility.

1BUSINESS

EXHIBIT A

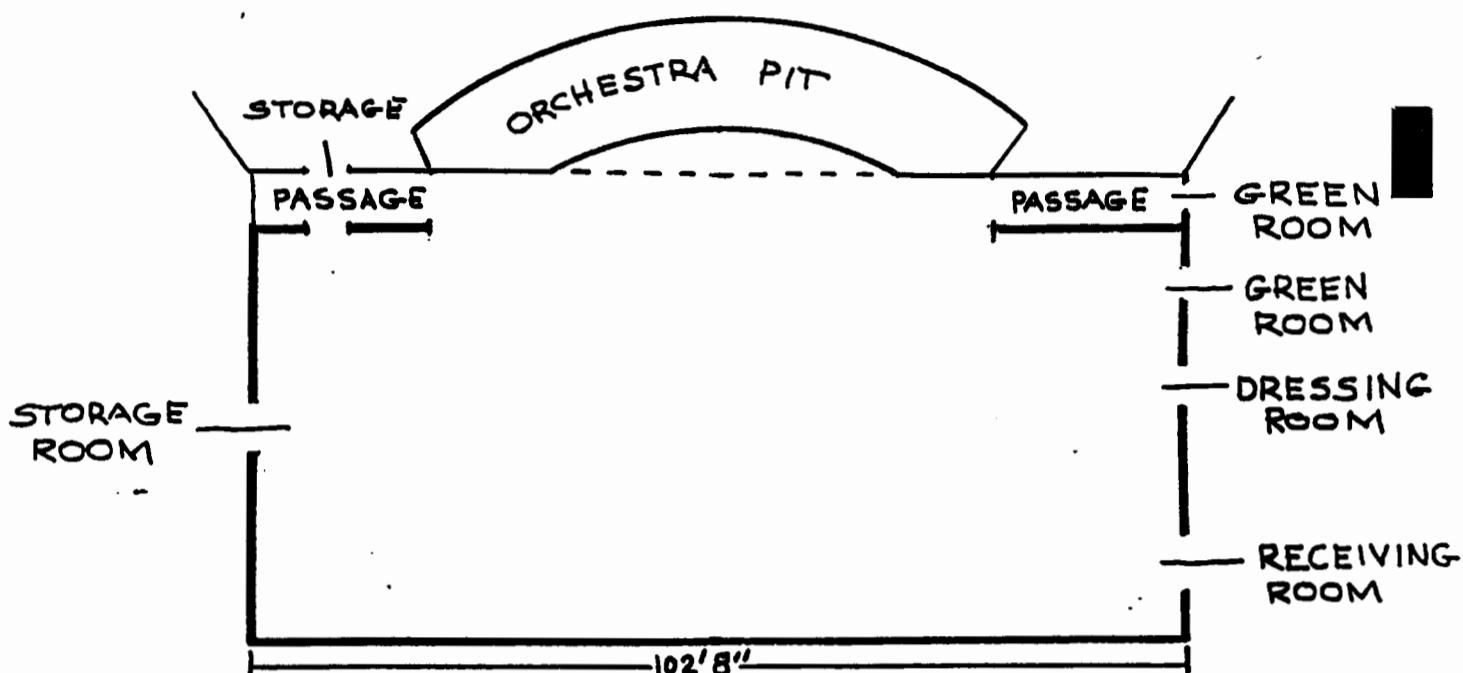
WEEKLY WORK SCHEDULE - VANDERBILT AUDITORIUM CONVENTION CENTER

WEEK BEGINNING:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
AUDITORIUM:	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____
GOLD ROOM:	Name: _____ Type: _____ Event Time: _____ Load In: _____ Load Out: _____ Other Areas: _____						
RUBY MORRIS							
DONIGRT TAYLOR							
SYLVESTER LIPSON							
MAC McNARY							
DON CHAMBLISS (Parking Lot Person)							
Lock-up person for event:							
MISC. INFORMATION PER EVENT: (Revisions indicated in RED)							

EXHIBIT B

EVENT: _____ DATE: _____ START TIME: _____
 CONTACT NAME: _____ PHONE NUMBER: _____
 CATERER: _____ TIME IN: _____ DECORATING: _____ TIME IN: _____

STAGE



TYPE OF EVENT:

Dance _____
 Dinner/Dance _____
 Meeting _____
 Flea Market _____
 Dinner _____
 Exhibit>Show _____
 Screen _____
 Wedding _____
 Other _____

TOTAL SEATING: _____

8 per table _____
 10 per table _____

HEAD TABLE SEATING:

Seating for _____ persons
 Riser Height: 8" _____
 16" _____
 24" _____
 32" _____

BANDSTAND LOCATION:

Seating for _____ persons
 Riser Height: 8" _____
 16" _____
 24" _____
 32" _____

NUMBER OF BOOTHES:

Tables & Chairs
Per Booth:

Microphones: _____

ENGINEERING & OTHER:

Standing Microphone _____
 Podium Microphone _____
 Lavalier Microphone _____
 Lecko Lights _____
 Wiring for tape recording _____
 Standing Podium _____
 Lecturn _____
 Easel _____
 Chalkboard/chalk _____
 Wastebasket(s) _____
 Coatrack _____
 Other: _____

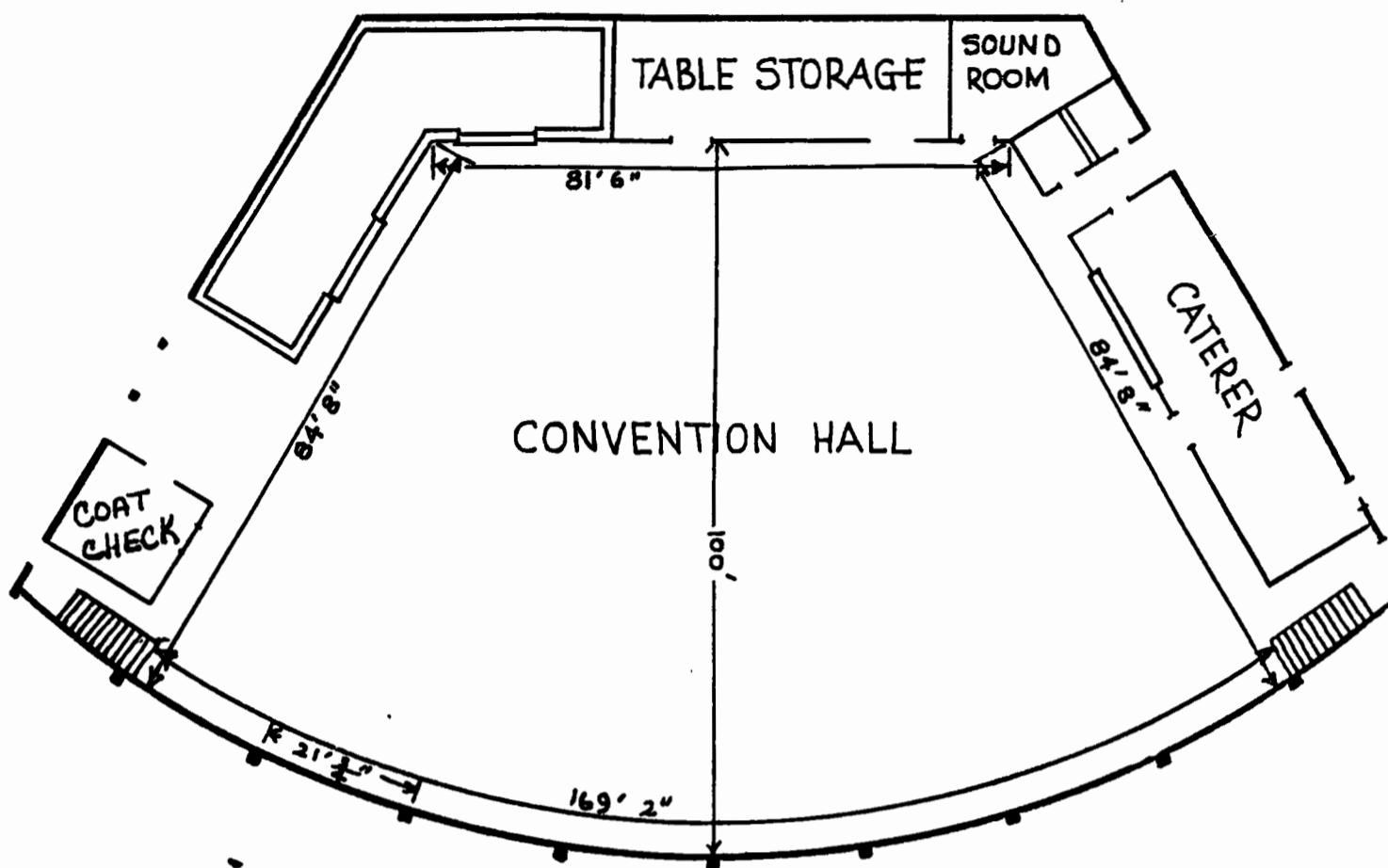
OTHER AREAS NEEDED:

Auditorium _____
 Dressing Rooms _____
 Mezzanine _____
 Green Room _____
 Stage _____
 Walnut Lobby _____
 Main Lobby _____
 Catering Room _____
 Balcony Room A _____
 Room B _____
 Room C _____
 Room D _____
 3 in 1 _____
 Tables: _____
 Chairs: _____

MISC. INFORMATION: _____

EXHIBIT B

EVENT: _____ DATE: _____ START TIME: _____
 CONTACT NAME: _____ PHONE NUMBER: _____
 CATERER: _____ TIME IN: _____ DECORATING: _____ TIME IN: _____

TYPE OF EVENT:

Dance _____
 Dinner/Dance _____
 Meeting _____
 Flea Market _____
 Dinner _____
 Exhibit/Show _____
 Screen _____
 Wedding _____
 Other _____

TOTAL SEATING: _____

8 per table _____
 10 per table _____

HEAD TABLE SEATING:
 Seating for _____ persons
 Riser Height: 8" _____
 16" _____
 24" _____
 32" _____

BANDSTAND LOCATION:

Seating for _____ persons
 Riser Height: 8" _____
 16" _____
 24" _____
 32" _____

NUMBER OF BOOTHS:

Tables & Chairs Per Booth:

Microphones: _____

ENGINEERING & OTHER:

Standing Microphone _____
 Podium Microphone _____
 Lavalier Microphone _____
 Lecko Lights _____
 Wiring for tape recording _____
 Standing Podium _____
 Lecturn _____
 Easel _____
 Chalkboard/chalk _____
 Wastebasket(s) _____
 Coatrack _____
 Other: _____

OTHER AREAS NEEDED:

Auditorium _____
 Dressing Rooms _____
 Mezzanine _____
 Green Room _____
 Stage _____
 Walnut Lobby _____
 Main Lobby _____
 Catering Room _____
 Balcony Room A _____
 Room B _____
 Room C _____
 Room D _____
 3 in 1 _____
 Tables: _____

 Chairs: _____

MISC. INFORMATION: _____

Table Skirting _____

EXHIBIT C

• 3M 77

04 1

EVENT LOAD-IN/LOAD-OUT POLICY

1. All vehicles must load-in/load-out at the Walnut St. area.
2. When loading in is completed, vehicles must be removed from the Walnut St. area immediately and parked elsewhere.
3. Vehicles belonging to individuals at the event are not allowed to park at the Walnut St. area after unloading or loading.
4. Vehicles are not allowed to park in designated fire lane areas by order to the Evansville Fire Department/State Fire Marshall. Violators will be ticketed and towed at owners expense.
5. If you are instructed to move a vehicle by a staff member of the Vanderburgh Auditorium and do not comply, law enforcement will assist in the removeable of said vehicle and owner from VACC property.
6. Vehicles are not allowed to remain parked on Walnut St. area overnite unless permission given by management. If permission is granted, a parking tag will be issued for said vehicle. A deposit of \$10.00 will be required to insure the prompt return of the parking tag the next event day. The vehicle must be removed at that time and the deposit will be returned.
7. Catering vehicles who must operate from their vehicles or must have easy access to the vehicle due to the nature of business may park in locations nearest the catering room doors for the purpose of food delivery during the event term. All employees' vehicles of said caterer must park elsewhere other than the Walnut St. area.
8. Catering vehicle may not at any time operate in front of the loading dock door or on Locust St.
9. Vehicles are not allowed to park in the Fire Lane areas located at the Locust St. main entrance other than to deposit persons in a wheel chair. In this case the vehicle must be removed immediately following drop off of said person (s).



VANDERBURGH COUNTY AUDITORIUM RATE SCHEDULE

DAILY BASIC RATE SCHEDULE

\$1100.00

Green Room and Walnut Lobby Included

Matinee/Evening	\$1650.00
Day Time Usage	\$ 600.00
Two Consecutive Days	10% discount off quoted rate
Three or more consecutive days	20% discount off quoted rate
Thirty times or more per calendar year	quoted upon request
Rehearsal rate	\$73.00/hr.

Approved Charitable Organization:	10% discount on rental
Vendor/Lobby Sales	25%
Reserved Parking Lot	\$175.00 per event day
Usher/Ticket Taker crew per event	\$200.00
House Sound System	\$100.00
Levee Lift or Fork Lift	\$200.00
Single Line Telephone Instrument	\$ 15.00
Facsimile -----send-----	\$5.00 1st page/\$1.00 each additional page
-----receive-----	\$1.00 per page .12/8" x 11" page .14/8" x 14" page
Photocopy	.cost of material in addition to hourly union manpower rate.
Damages	
Security	\$15.00 per hour/4 hour minimum

ALL RENTALS ARE SUBJECT TO 5% INDIANA SALES TAX

HOLIDAY RATES AVAILABLE UPON REQUEST

715 LOCUST STREET EVANSVILLE, INDIANA 47708 PHONE: (812) 426-2270 FAX: (812) 422-0570

Professionally Managed by GIVEN & SPINDLER MANAGEMENT COMPANY, INC.



THE GOLD ROOM RATE SCHEDULE

Gold Room Without Catering

\$750.00 Per Full Day
\$800.00 Per Full Evening

Gold Room With Catering

Breakfast \$ 500.00
Lunch \$1500.00
Evening \$2500.00

Breakfast: If your Food and Beverage expenditure is a minimum of \$500.00 or more, you are not charged for the room.

Lunch: If your Food and Beverage expenditure is a minimum of \$1,500.00 or more, you are not charged for the room.

Dinner: If your Food and Beverage expenditure is a minimum of \$2,500.00 or more, you are not charged for the room.

15% Gratuity, 5% Indiana Sales Tax, and 1% Food and Beverage Tax applied to all food and beverage purchase.

MEZZANINE * WALNUT LOBBY * GREEN ROOM

\$200.00 Per Full Day
\$250.00 Per Full Evening

HOLIDAY RATES AVAILABLE UPON REQUEST

715 LOCUST STREET EVANSVILLE, INDIANA 47708 PHONE: (812) 426-2270 FAX: (812) 422-0556

Professionally Managed by GIVEN & SPINDLER MANAGEMENT COMPANY, INC.

MEETING ROOMS

A.....	544 sq. ft.	\$ 50.00
B.....	544 sq. ft.	\$ 50.00
C.....	544 sq. ft.	\$ 50.00
D.....	544 sq. ft.	\$ 50.00
Three in one	1139 sq. ft.	\$125.00

Approved Charitable Organizations: 10% discount on rental
Move-In/Move-Out; \$73.00 per hour; but not to exceed event day
rental rate.

Vendor/Lobby Sales: 25% of gross sales
Reserved Parking Lot: \$175.00 per event day
Staffed Coat Check: \$1.00 per article
Staffed Parking Lot: \$2.00 per vehicle
Security \$15.00 per hour/minimum of 4 hours
Three or more meeting rooms reserved for same day event: 10%
discount.

MISCELLANEOUS ITEMS

Levee Lift or Fork Lift:	\$50.00/hour (1 hour minimum)
(Above cost includes operator - check for availability)	
Damages:	cost of material plus hourly union manpower rate
VHF wireless mic system:	\$25.00/day
In-house PA system with audio cassette:	no charge
Microphones (table or floor stands)	\$10.00 each day
Standing and table podiums:	\$10.00/day
Staging risers	.50/net sq. ft. (sizes 8", 16", 24" and 32")
Table skirting (8' tables)	\$12.00/table/day
Tables Banquet 8' x 24"	No charge
Round 5'	No charge
Chairs (banquet stacking)	No charge
Fax -----send-----	\$5.00 1st page, \$1.00 each additional page.
receive-----	\$1.00 per page.
Photocopy	10/8" x 11"
(max. 25 copies/size)	12/8" x 14"
Ushers/Ticket Takers	upon request

VANDERBURGH AUDITORIUM
CONVENTION CENTER

November, 1992

"SCHEDULE OF EVENTS"

<u>DATE</u>	<u>NAME OF EVENT</u>	<u>NATURE OF EVENT</u>	<u>TIMES</u>	<u>LOCATION</u>
Nov. . 1, Sunday	Christ in my Life	Concert	8:00-10:00pm	Aud.
3, Tuesday	Democratic Central Com.	Election Returns	6:00-11:00pm	Aud.
4, Wednesday	Farm Boy Food Service Inc.	Set up for Nov.5	3:00- 6:00pm	Gold Rm.
5, Thursday	Farm Boy Food Service Inc.	Trade Show	10:00- 6:00pm	Gold Rm.
5, Thursday	Living Arts for Students	Charlotte's Wed	9:30-10:30am/11:30-12:30pm	Aud.
6, Friday	Community of Praise	Concert	6:30- 9:00pm	Aud.
7, Saturday	Welborn Foundation	Debbie Reynolds	8:00-12:00pm??	Aud.
10, Tuesday	Babes in Toyland	Play	10:00and12:15pm	Aud.
14, Saturday	Revival of the Black Heart	Christian Rock	7:30-???	Aud.
15, Sunday	(TENT.) Garage Sale	Sale	8:00- 5:00pm	Gold Rm.
15, Sunday	Evansville Philharmonic	Rehearsal	1:00-3:00pm/5:30-8:00pm	Gold R
16, Monday	Evansville Philharmonic	Chorus Rehearsal	7:30- 9:30	Aud.
17, Tuesday	Hayne Travel	(TENT.)	? - ?	Gold Rm.
18, Wednesday	Evansville Philharmonic	Piano Rehearsal	4:00- 7:00pm	Aud.
18, Wednesday	Evansville Philharmonic	Rehearsal	8:00-10:30pm	Aud.
19, Thursday	Evansville Philharmonic	Piano Rehearsal	1:00- 4:00pm/7:00-10:00pm	Aud.
19, Thursday	Evansville Philharmonic	Youth Concert	9:10-10:15am	Aud.
20, Friday	Evansville Philharmonic	Rehearsal	7:00-10:00pm	Aud.
20, Friday	Evansville Philharmonic	Youth Concert	9:10-10:15am	Aud.
21, Saturday	Cornerstone Assembly of God	Dinner	? - ?	Gold Rm.
21, Saturday	Evansville Philharmonic	Concert (Classic #3)	8:00pm-?	Aud.
25, Wednesday	Aiken Management	(TENT.)	? - ?	Aud.
28, Saturday	Christmas Boutique	Craft Show	9:00- 5:00pm	Aud.&GD.F
29, Sunday	Christmas Boutique	Craf Show	9:00- 5:00pm	Aud.\$GD.F
30, Monday	Evansville Philharmonic	Chorus Rehearsal	7:30- 9:30pm	Aud.

December, 1992

Dec. 2, Wednesday	Ebony Fashion Show	Fashion Show	8:00pm- ?	Aud.
3, Thursday	American Theaters for Youth	Christmas Carol play	10:00-11:15am/12:15-1:30	Aud.
4, Friday	Koester Contracting	Christmas Dinner	7:00-12:00pm	Gold Rm.
4, Friday	Evansville Philharmonic	Rehearsal	8:00-11:00pm	Aud.
5, Saturday	G.E.	Christmas Party	? - ?	Gold Rm.
5, Saturday	Evansville Philharmonic	Dress Rehearsal	10:00-12:30pm	Aud.
5, Saturday	Evansville Philharmonic	Concert (Pops #2)	8:00pm- ?	Aud.
6, Sunday	Coin Club	Flea Market	9:00- 5:00pm	Gold Rm.
6, Sunday	Evansville Philharmonic	Concert (Pops repeat)	3:00pm-? & 7:00pm-?	Aud.
8, Tuesday	SWIRCA	Christmas Dinner	5:00-10:00pm	Gold Rm.
12, Saturday	Welborn Clinic	Christmas Party	6:00-12:00pm	Gold Rm.
13, Sunday	Christmas Craft Show	Craft Show	? - ?	Gold Rm.
15, Tuesday	Great Scot	Christmas Party	6:00-12:00pm	Gold Rm.
16, Wednesday	Chamber Theater	Play (TENT.)	10:00-?	Aud.
17, Thursday	Evansville Dance Theater	Rehearsal ??	3:00- 9:00pm?	Aud.
18, Friday	Evansville Dance Theater	Rehearsal ??	8:00- 5:00pm?	Aud.
19, Saturday	Evansville Dance Theater	Concert	3:00pm-?	Aud.
19, Saturday	Evansville Dance Theater	Concert	8:00pm-?	Aud.
19, Saturday	Keller Crescent	Christmas Party	? - ?	Gold Rm.
26, Saturday	Jennifer Toone (TENT.)	Wedding Reception	? - ?	Gold Rm.
26,27,28,29,30,31	Tour de' Force	Annie (TENT.)	? - ?	Aud.
27, Sunday	Shauntres Crider	Wedding Reception	8:00-12:00pm	Gold Rm.

**MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 5, 1992**

I N D E X

Subject	Page No.
Meeting Opened @ 5:30 p.m.	1
Introductions & Pledge of Allegiance	1
Schmitt Lane/Pat Tuley, County Treasurer	1
Hunter's Ridge Subdivision, Section B	7
Authorization to Open Bids for Crack Sealing of Vanderburgh County Roads	8
Appraisal Services for Vanderburgh County Commission on Older County Buildings	8
Bob Hamilton Charitable Golf Foundation/Year End Report ...	10
Appointment to Corporate Membership/Southwestern Indiana Mental Health Center .(M. Abell to represent the Commission).....	10
Execution of Quitclaim Deed to John L. Thompson	11
Reading of Bids/Crack Sealing of County Roads	11
(To be taken under advisement -- see p. 19)	
County Attorney - Jeff Wilhite	11
Written Report	
Settlement/Mesker Wrongful Death Case/Schissler Rd.	
Travel Ordinance	
Condemnation Actions	
Consent Agenda	12
Old Business ..(None).....	13
Request to Pave Day Road/Elmer Boeke	13
Approval to Include Trapp Rd., Oak Terrace, Kratzville and Wildwood on Paving List	19
(D. Savage to also check out Elmridge and Boonville- New Harmony east of S. R. 57 to approximately Old Petersburg Rd.)	
Notice to Bidders on Bridge #75	19
Brookview Subdivision, Section 5/Road Approval	19
Meeting Adjourned @ 7:00 p.m.	20

MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 5, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, October 5, 1992 in the Commissioners Hearing room with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff, and asked the group to stand for the Pledge of Allegiance.

Ms. McClintock asked if there are any groups or individuals in the audience who wish to address the Commission but do not find their particular item of interest on the agenda.

RE: COUNTY TREASURER/PAT TULEY

Pat Tuley, County Treasurer was recognized and said there was an article that appeared in the newspaper last Thursday night bout the possibility of excess road money being refunded to the General Fund because the road paving program has been so good. He received a phone call from an individual who said they had been fighting -- or having problems and concerns -- with the road paving project that was started in May of this year and does not feel that problem has been corrected. He met with those people yesterday afternoon and told them he felt the best thing for them to do was to come down before the Commissioners. They have talked to, he guesses, to a couple of individuals-- not necessarily collectively, but on an individual basis. Some have contacted Commissioner Hunter, Commissioner McClintock, Lou Wittmer, Mark Abell and David Savage. He is not going to speak for them other than to tell the Commissioners how he got involved with this and what he is doing here.

Commissioner Hunter asked, "Do you mind telling me who we're talking about?"

Mr. Tuley responded, "Yes, I will -- I'll tell you in just a second. It's a group of residents who live out on West Schmitt Lane and they asked him what could be done. He told them he had no authority whatsoever to intervene in terms of being able to tell anybody to correct any situation or what can be done -- that the best thing for them to do was to come down here and address the Commission as a group in a public meeting to see what, if anything, is going to be done to alleviate their problems. There are several of them here, but he told them it would probably be best for one individual to speak for the group. They have selected Mr. Dosher to be their spokesperson. At this time he'd like to ask Mr. Dosher to finish from here.

Mr. Phil Dosher of 6620 W. Schmitt Lane thanked the Commissioners for the opportunity to address them. He asked if they have any idea of what they're actually talking about insofar as the work done on Schmitt Lane.

Ms. McClintock responded affirmatively.

Continuing, Mr. Dosher said at least they're on the same wave length and the Commissioners know what he is talking about. Last May they came out and started construction on the road. They basically live in a subdivision in northwest Vanderburgh County and the way he understood it, nobody really knew they were coming -- but the way he understands it they came out and the residents in that area had at one time what is called concrete swale type curbs.

He does have photographs if nobody knows what that is. But it was blacktopped and the road was in somewhat a bad shape and some of the curbs needed to be replaced. However, they seemed to think the whole subdivision needed to be done and they, in the process, came through and tore all the curbs out and started the process of re-blacktopping the road. About half way through they realized they were not going to put curbs all the way back through the subdivision. They stopped half way and it is his understanding that originally they put curbs like we have in the City. They said they were putting these in for water control. He has lived there since 1984 and the subdivision was built in the very early 70's. To his knowledge they've not had any problems with floodwater in the houses or anything up until this point. To make a long story short, as he said, it was started in May. Over a period of about a month there was not much progress made, during which time they did not have any mail service because the road was torn up and the mail people wouldn't come out and deliver the mail. They called and asked what could be done about that and were told it was an inconvenience anytime you have construction. It is about a 30 mile round trip to the post office every day -- so they dealt with that for about a three week period. In the midst of the construction they cut the curbs out and did not leave anybody access back into their property. They were just told to park wherever they could. Now that they cut both sides of the road it was basically a one-lane road in and out of the subdivision -- there were 19 houses in the subdivision -- and, basically, nine (9) of them are affected by what is there now. The others are in pretty good shape. For almost a month the land laid -- as he said, where they were driving over temporary rock, people were having to take wheelbarrows and shovel rock back in so they could get their cars in and out of their drive. He has a photo showing a man taking 2 x 12's and putting them down so he can drive his car across to get out of his driveway. During all this time they have contacted people and nobody really seemed to care; nobody came out. Lou Wittmer (who, he understands is no longer around) came out and basically promised the world -- but they didn't see anything. Again, to make a long story short, it has kind of been one big fiasco out there. As he understands it now, they have completed their project and to be real honest it looks nice -- until it rains. The curbs they put in for water control -- his neighbor to the left has now had her basement flooded twice. The water runs into her drive. When they constructed the road they didn't tear out the old road, they simply built the curbs up higher than previously and poured asphalt over the top of the other road. So they are coming back now and saying all the residents' property is lower than the road -- which it is, now. It wasn't before it was done, but it is now. He has a driveway in the back of his lot that he parks a company truck on that has approximately a 3 ft. wide ditch about 40 ft. long that has eroded his drive. The neighbor on the other side of him had a concrete drive. They busted that out and now he has little finger cracks all up through his driveway that weren't there before. To make a long story short, it's just not right. They've contacted everybody individually and not had any success in trying to get anything done. He guesses basically why they are here tonight is that they'd just like to someone to go on record to tell them what can be done and what is going to be done. The way he understands it, the reason they didn't put the curbs in the rest of the subdivision was because it was going to cost an additional \$12,000 that the County didn't have to spend. Last week's newspaper stated the County had a \$250,000 surplus in the road account -- so he doesn't understand what the problem is. They were telling them that their final fix to try to alleviate this is that they want to come back 5 ft. into the drive of the neighbor whose basement floods to pour blacktop across the drive in speed bump so the water can't come into her drive. There is a T-intersection at Laura Lane and they want to pour a speed bump across the intersection of Laura Lane so the water now goes the way it used to go before they redid the road. They want to come cross his drive and do the same thing and likewise with the neighbor at

the bottom of the hill. They're talking about doing this with asphalt and he was told that once it is done by the County or whoever is going to do it that it will be up to the homeowner to maintain from that point on. He doesn't really understand this and nobody really wants to drive across a speed bump every time they come into their property. Therefore, they don't see this as a final fix. Again, they'd like to know what can be done about it.

Commissioner McClintock thanked Mr. Dosher for his comments and stated this has come before the Commission three or four times.

Mr. Dave Savage said he apologizes because the residents came down tonight. The best thing to have done would have been to call again and inquire as to the status. About a month ago the County finally decided that everything needed to be done in the right-of-way. They had hoped they could do the work and tag it on to last year's contract, which covered Schmitt Lane anyway. They worked up some details on it, sent same to J. H. Rudolph, and they indicated they could not do it at the same unit prices because the units were so low. At that point we contacted Sam Oxley & Co. and Law Construction. They received prices back from Law Construction last week and he contacted Don Gibbs at Oxley & Co. today to see if he could get the other one in.

Commissioner Borries asked, "Who originally did the work, David?"

Mr. Savage said J. H. Rudolph & Co. did the work on last year's paving contract.

Mr. Borries asked, "So in your estimation they did all of this work and we paid the contract in full?"

Mr. Savage responded, "I don't think the final payment was made to them until just a few weeks ago. But there was really not a problem."

Mr. Borries asked, "Nothing was retained?"

Mr. Savage replied, "No. The work -- there is one area where there looks as though there might be a sub-base problem, but there's really not a problem with what they did. As Mr. Dosher said, the drainage was changed. The water used to go out to St. Wendell Rd. and it was changed so it went off the side. I can't say if that is what did it or not. Mrs. Lutz indicates her basement has flooded twice and Mr. Dosher indicated that the driveway he built in the drainage swale behind his house has never washed out before. The additional area that is draining over there that wasn't draining there before amounts to about 120 ft. by 12 ft. wide pavement. There is some question in my mind as to whether that change in the drainage did that or did they indeed get two of the hardest rains they've had since the houses were built. I couldn't say which it was. The only reasonable way to fix it -- and I think I probably used the term 'speed bump' -- I said it was a wider speed bump just to help them visualize it; but it's a standard driveway treatment. Anytime you go along a State route you see the ground sloping off away from the road. The driveway goes up before it goes back down and that is to keep the water in the street. That is what this will be; it will be 5 ft. wide and it will come up just about 3 inches. The typical speed bump is about 2 ft. wide and comes up 3 inches to 4 inches. The same way across Laura Lane. We were going to cut out a 10 ft. strip and replace the pavement to try to make it look good, but the grades were such that we would have had to go back 60 ft. to 70 ft. to do that -- so I felt the best way to do that was to put in a wide area of asphalt with just a 3 ft. hump. It won't be like driving across a speed bump at the Great Scot, but it will direct the water on across Laura Lane. In the driveways it is a standard treatment and we weren't going to do it with concrete. But there is a slight rise before it goes back down. If

you drive along any of the State routes and see a place where the lot is lower than the road -- that is what they do. They come up slightly and then go back down. I feel badly

that the whole thing has drug along this long. It probably wasn't done correctly to begin with, although..."

Commissioner McClintock asked, "Who designed it?"

Mr. Savage responded, "Well, I think -- it was in last year's contract."

Ms. McClintock commented, "You all need to understand this was done before Dave Savage was here, so he inherited...."

A lady from the audience asked, "Don't you inspect anything before you pay for it?"

Commissioner Borries said, "That was my point, David, that is why I was asking. On most contracts that I can recall, there is some sort of retainage left. There are some inspection processes where someone goes out and"

Mr. Savage said, "That's right. But their contract was to install so many feet of curb and so much asphalt and that was all done correctly. It was the way the drainage was changed by the way the contractor was told to do it."

Mr. Borries continued, "But Mr. Dosher has also brought out that he was mentioning some surface problems. If there are any kind of surface problems where this asphalt, for whatever reason, is going to fail -- the contractor needs to know that so we're not back out there paving this thing in another couple of years. Don't you have some problems in terms of the surface, Mr. Dosher?"

Mr. Dosher responded, "I have some photos here and you can see exactly what I'm talking about."

Mr. Borries said, "You see, those things have to be inspected and normally there is something like a 10% retainage where if they don't get all their contractual...."

Mr. Dosher interrupted, "There are some cracks that he does not have a picture of -- but there is one problem they wanted addressed and that is where they added the concrete right on top of it -- the pavement of the shoulder is about 8 inches there and if anybody was driving along and would drop a wheel off there they would definitely lose control of their car. That is, by the way, the highest point. It goes from basically nothing to about 8 inches. There are 100 odd sand bags that have been lying in the road for over two months now to direct the water. If somebody was driving the road and those sand bags weren't there, the curb is actually 1-1/2 ft. out in the road. What they did was assume they were going to put curbs all along there, they did not put curbs, and instead of backfilling it with dirt they went ahead and blacktopped it. So the road is actually wider on one side of Laura Lane than it is on the other on Schmitt Lane by about some 2-1/2 ft. The residents are not up here just to complain -- these are legitimate gripes."

Mr. Savage said, "In any event, other than the one area where there are some cracks (which, we've talked to Rudolph and which we've come up with what we feel is the proper way to treat it) there is really no question at all about what the contractor put in. It's where they were told to put it that is the problem. If the Commissioners would like to go ahead and award that work just on two prices instead of three, he could get those quotes and we could go ahead and do it -- unless there is a question as to how we're"

Mr. Borries asked, "I don't know. Who are you saying told them to put it in this place?" I'm not clear."

Mr. Savage responded, "I don't know. That was during the Curtis tenure. That project was ongoing when I came on board. Mr. Davis worked on it some and I know the project evolved somewhat. They had some initial plans and after talking to the residents

they added a little bit to it. I have come in with some details to try to balance their problems with working within the right-of-way and get the thing fixed."

Mr. Borries asked, "What does Rudolph say will fix this particular situation for these residents?"

Mr. Savage responded, "Well, Rudolph really hasn't even commented on it. That's a design question -- it's not really a contractor type question. It's where you are going to take the water. Are you going to run the water off the sides or are you going to run it down the hill. I talked to Rudolph as far as any other initial fixes because originally I was thinking we would take out some pavement and build in a rise to keep the water. And they had talked about something similar to a speed bump across Laura Lane to channel the water. They always drove across the curb -- there's always been a bump there. It was a low bump and now you're going to be driving up slight, but it will be spread over a wider area -- so you shouldn't have anymore (maybe less) bump than you used to have. In front of the Lutz property we are going to put a curb back to the hill and the Lutz driveway, the Dosher driveway, and the driveway at the end of the cul-de-sac will have the driveway treatment I was talking about -- where the asphalt would come up just a few inches and then back down to meet the grade."

Mr. Dosher asked, "Is there any reason the rest of the neighborhood couldn't get the rest of the curbs put back in? I mean, we have some other families here who live further down."

Mrs. Nancy Gumbel said she lives on the end of West Schmitt Lane. They do not have anything right now to stop the water. She is not being hurt by water because their house sits where water runs away from it -- luckily. However, the driveway of the neighbor across from her -- had he not put an over excessive amount of rock into it -- seeing that this was not going to get fixed properly -- his driveway would have washed down into the creek and he would have had to bring it back up every time it rained hard. This thing about an unusual amount of rain the last two rains -- she has lived out there since 1973 and she has seen it all. So that is not the thing. It was planned poorly and the rest of the street -- at one time there was a drain at the end of the street and they went and filled it completely in. Also, in her opinion, it is going to look very asinine to have part of the street with the edging and them not have it -- and it will be difficult for her to get to her back yard. But she is willing to do that and to move her mail box and anything else she needs to move to make it look proper. She then thanked the Commissioners.

Commissioner McClintock said she doesn't think the Commission wants to sit here and award any kind of bids on fixing this until they have some kind of consensus on exactly what they're going to do -- and it sounds like whatever the proposal was didn't fly and it sounds as though we need to get back with these folks and come up with some kind of plan that can be brought back to the Commission and approved by the Commission -- and that will probably take a week.

Mr. Dosher said they've been waiting six months. The only other thing he wanted to say is that we're all in agreement that it was a poor design and he doesn't really see why the County is asking the residents to live with a poor design that their tax dollars

built.

Ms. McClintock said, "We're not asking you to, Sir."

Mr. Dosher continued, "Well, to this point it has been; that is why they've tried to go through the proper channels and call individually and he guesses he's talked to everybody there is to talk to up until this point. Again, we tried to go through the proper channels and basically that is where it has lead -- to tonight. Truthfully, he wishes it was back the way it was. Both he and Dave Savage discussed that. It would be great had the County never come in. It would have been fabulous and we never would have complained. We are not habitual complainers. It is a legitimate gripe and we really don't want to live with a poor fix."

Mr. Marion Leek said he lives right across the street from Mr. Dosher and what he'd like to know is, if they come in and they cross on your side of the property during construction and they do damage -- who puts the concrete back that they tore out (J. H. Rudolph & Co.).

Ms. McClintock asked, "You had concrete that J. H. Rudolph tore out?"

Mr. Leek said that is correct -- he had concrete curbing that went up to his driveway.

Ms. McClintock responded, "This is something that Dave is going to have to get an estimate on and bring back to us."

Mr. Leek said, "Basically, I called Mr. Wittmer I don't know how many times. He was out there and his reply was, 'I would think so -- I don't see why not.' His theory was we've got the right-of-way, we will do whatever we want with that right-of-way. I also asked him if J. H. Rudolph had a completion date. He said he didn't know; the County gives them all the leeway they can." Basically what J. H. Rudolph did was to come out there and spike the job, left, and the residents didn't have any backfill. He could cut his grass up until about the first week of August -- where he was having to drive into his driveway over two by tens and get out of his driveway the same way. His driveway washed out three times.

Ms. McClintock asked Mr. Savage if there is any way the County can get together with the group so the Commission will have something on Monday.

Mr. Savage said he can get with them after tonight's meeting and set up a time.

Commissioner Borries said, "That is why I asked earlier if anyone had talked with J. H. Rudolph about these problems -- to work with them. We always get into these situations where the County has deep pockets and now suddenly it comes back to the County. But it seems to me if we have a contractor here who did do work, in fact, that there ought to be some indication here that if they made some mistakes while they were doing the job that they ought to make those things good, David."

Mr. Savage responded, "If J. H. Rudolph made mistakes, they will make it good."

Mr. Borries said, "Well, somebody ought to talk to them about that -- that's my point."

Mr. Savage said, "Rick, the mistakes have not been Rudolph's."

Mr. Borries said, "Well, this man said that there must have been

some mistakes that Rudolph had caused on his driveway. He just said that."

Mr. Savage said, "I'll look at that and bring a report back to you. I do need some direction on it. There's a question that they've brought up already on curbs for looks and not for drainage. We can go ahead and put curb around and I can bring a cost estimate back to you for doing that, if you'd like -- and then you can decide."

Commissioner McClintock requested that Mr. Savage do this and then thanked the residents of Schmitt Lane for coming to tonight's meeting.

RE: HUNTER'S RIDGE SUBDIVISION, SECTION B

Mr. Andy Easley was recognized and said he doesn't believe Ms. McClintock was present when the Drainage Board considered the plans for Hunter's Ridge Subdivision, Section B. Does she remember the discussion on that?

Mr. Hunter said he does.

Mr. Easley continued, "We're investigating the problems out there and my statement originally that there is no increase in runoff due to Section B and those two valleys -- there is, for some reason, probably because a small old pond was taken out, more water arriving at the intersection. I did keep my word and come back to you. We put check dams up almost the next day -- for those silt dams. Did you get word on that, Mr. Hunter?"

Mr. Hunter responded negatively.

Continuing, Mr. Easley said, "Well, anyway they were put and you can check with whomever you want to. I will be ready -- I guess your next Drainage Board meeting is"

Mr. Hunter said, "The fourth Monday."

Commissioner McClintock said there is a Special Drainage Board Meeting next Monday.

Mr. Easley asked, "If I get this drainage ready on Hunter's Ridge, can you consider that at next Monday's meeting?"

Mr. Hunter responded, "Provided it has been looked at by the SCS and provided it has been looked at by the Surveyor's office."

Mr. Easley commented, "Well, I may not be able to do that."

Mr. Hunter continued, "Because the last time around the Surveyor's office wasn't even aware that it was another subdivision adjacent to it."

Mr. Easley said, "Okay, we're growing late in the construction year and I would very much like to salvage 30 days here and I was hoping I might ask you -- the approval process in subdivisions, the Primary does not get a subdivision recorded. The Secondary is what has to be recorded. If I could ask your cooperation to write a letter to the Planning Commission similar to this -- "The Board of Commissioners also functions as the County Drainage Board, which is in the process of reviewing the storm drainage plans for Hunter's Ridge Subdivision, Section B. The Board of Commissioners requests the Area Plan Commission consider the Primary Plat of Hunter's Ridge Subdivision, Section B and if it is acceptable for approval, that it be approved with the condition that the Secondary Plan not be approved and/or recorded until the storm drainage plans are approved by the Drainage Board." I would request that if you see

fit today before you close your meeting -- you have us by the tail, and if we don't get your Drainage Board approval the plat does not get -- it would save us 30 days in a very critical time of year."

Mr. Hunter suggested the Board have Legal Counsel look at that, and Commissioner McClintock agreed.

Commissioner McClintock said, "If it's agreeable with Jeff, it's agreeable with me."

Mr. Easley said he is not sure the Plan Commission will act on the plat, but he would hope that they would. He will obtain SCS approval and whatever else the Board wants.

Commissioner Hunter said, "I think Commissioner Borries summed it up very well the last time. There was no problem with the drainage on the adjacent subdivision prior to Hunter's Ridge, Section A and, obviously, there is a problem."

Mr. Easley stated, "Well, the culvert in question is probably about one-third of what it should have been and I can prove that. Had it been of adequate size it would have handled the runoff. And I'm not pointing any fingers, but something fell through the cracks. I've been unable to find any drainage calcs for Section B of Browning Road Estates in the Surveyor's office. There are none in the Commission office, and the Engineer who did the design of Section B has not provided me with any calcs -- so we've got a little bit of a handicap."

Mr. Hunter said, "The Drainage Board will be glad to work with you on this and I understand you are running short of time. But I don't want anything else to fall through the cracks out there either."

Mr. Easley said he understands that and will do his utmost. They will probably have to install a 36 inch or 48 inch parallel culvert and he guesses it will have to be done at the expense of his client who, had it been done properly, wouldn't have to do that.

RE: AUTHORIZATION TO OPEN BIDS FOR CRACK SEALING OF VANDERBURGH COUNTY ROADS

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the County Attorney was authorized to open the subject bids. So ordered.

RE: APPRAISAL SERVICES FOR VANDERBURGH COUNTY COMMISSION

Commissioner McClintock said that Messrs. Norris Robinson and John Hodge are here regarding the appraisal services for the Vanderburgh County Commission.

Mr. Robinson said he believes the Commissioners have a copy of a letter he'd sent to Commissioner McClintock regarding Jerry Schenk & Associates and whether we should use his services every year to update the appraisals or whether we should use inflation tables that we have available to us in the insurance business to update the appraisals for the County-owned buildings. Mr. Hodge will speak for himself, but in conversation Mr. Hodge has agreed with him that updating the values about every third year is probably a more normal procedure in the business as opposed to an annual appraisal. They also have a letter from PENCO and they suggested that perhaps we could consider an annual revision with regard to the very old buildings, such as the Coliseum and the Old Court House, where you have very special construction with all the carved stone and all that sort of thing. There are not too many people who are really good at that sort of thing. He would suggest we get an estimate for an annual appraisal from Mr. Schenk.

Commissioner Borries asked, "Norris, are we going to be penny-wise and pound foolish here? Jerry Schenk is, in my opinion, qualified to do these kinds of things and has done so in an effort to make sure that all of our insurance profile was as efficient as possible in order to hold costs down. John knows that -- he worked in that. Now, if we don't do it for two years, how do we save money? What happens if there is something that comes by where we have to have a replacement anyway and we have outdated figures. We're going to have to pay him anyway in 1994 -- how do we save money?"

Ms. McClintock asked, "Before you answer that, can you explain that they won't be outdated -- because that is not the proposal."

Mr. John Hodge said, "Jerry did, in fact, do such a good job (and, by the way, Jerry does such excellent work that he is probably as good an appraiser as you'll ever see in the United States -- there's nobody who is going to do it any better) and because of the very thorough job he has done, PENCO and their underwriters all feel that the appraisals he has done will be good for a long period of time unless there is a physical change in the properties. Yes, they do want them upgraded every year to reflect construction cost changes in the area. I don't believe a complete new appraisal each year -- and this is in concurrence with the underwriters in London and the U. S. -- is necessary to keep that up to date. They will supply us with the factors to use; not just a guess, but the actual figures from all the construction in the area to keep them up to date. They would like a physical reinspection and a physical upgrade every three to five years. From their discussion, he and Norris feel three years would be more in line. The current situation regarding appraisals in the County is excellent and the quality of them is excellent. Because of that, you don't have to do it as often. If the County would end up with a different insurance carrier at some time, some insurance carriers just as a matter of doing business require annual appraisals. These carriers do not and it is as a result of the quality appraisals that were done before. I don't think there will be any problems with the value at the time of loss. I think the values in place, unless there has been a physical change, will be fully adequate with the updates. The two old buildings do need to have attention -- especially because work is constantly being done on these old buildings -- and upgrading of things that may not even be visible to most people -- but they are constantly undergoing changes and we need to make sure we're up to date on that so we can put them back the way they are supposed to be if something would happen. Other than the two old buildings, the rest of them are in good shape and I feel every three years would be fully adequate."

Mr. Robinson said a good deal of money and time were spent out at Burdette Park this year because of the significant changes out there since prior appraisal and those have all been brought up to date. All buildings of any significant value out there have been very currently appraised.

Mr. Borries said he sees it mentioned that there is some merit to what Jerry Schenk has recommended, especially on buildings that are older and more ornate -- such as the Court House and the Coliseum.

Ms. McClintock asked, "So your recommendation would be that we would -- in house -- with you two gentlemen, annually update the appraised values, using the factors provided to you by the National Underwriter, with the exception of those two buildings? And we would get a price from Jerry Schenk to do an annual appraisal on the Old Court House and Coliseum and then every three years we would get a price from Jerry to do the whole thing again?

Messrs. Robinson and Hodge said that is correct.

Commissioner Borries asked, "What is this factor going to be in two years versus three years? Have you costed that out?"

Mr. Robinson responded, "He is going to charge a different price."

Mr. Hodge commented, "He will do the same physical job."

Ms. McClintock stated, "He'd do the same thing -- that is what he told me."

Mr. Robinson continued, "If it weren't for the fact we're saving some money we wouldn't make the suggestion."

Commissioner Hunter asked, "How much are we going to save?"

Mr. Robinson responded, "I don't hardly know."

Ms. McClintock asked, "What did he charge last year for the whole thing?"

Mr. Robinson said he charged around \$12,000.

Ms. McClintock asked, "So we don't have a price yet on the Old Court House and the Coliseum?"

Mr. Robinson said, "No, No."

Ms. McClintock said we'll have to deduct that from the \$12,000 -- but we know it won't be \$12,000; it could be \$5,000 or \$6,000.

Mr. Hodge said, "He'll do a good job. And, again, I'd like to say the County is very fortunate to have someone with his abilities available within our jurisdiction to do this. It is very difficult to find good appraisers -- very, very difficult."

President McClintock entertained a motion.

So moved by Mr. Hunter and seconded by Commissioner Borries. So ordered.

RE: BOB HAMILTON CHARITABLE GOLF FOUNDATION/YEAR END REPORT

President McClintock asked that Ms. B. J. Farrell contact the subject Foundation. In reading the revenues, being somewhat familiar with the operation of golf courses, she wondered whether under greens fees (\$477,485) and miscellaneous (\$197) where golf carts, pro shop and concessions revenues are. We need to make sure that they are included in the greens fees. Quite honestly, she would like to see them broken out, as this is helpful to the Commission in looking at this on a long term basis. Other than that, the report was fine -- but she would like Ms. Farrell to inquire about this. They don't need to bring that back to the Commission, Ms. Farrell can just provide each Commissioner with a copy and a copy can be put on file with the report.

Commissioner Hunter said he hasn't even seen the report. He understands there is only one copy and he didn't know about it until this evening.

Ms. McClintock asked that Ms. Farrell include this matter on the October 12th meeting agenda.

RE: APPOINTMENT TO CORPORATE MEMBERSHIP/SOUTHWESTERN INDIANA MENTAL HEALTH CENTER

Ms. McClintock said Commissioner Borries serves on the Board of Directors for this organization. She had been appointed as the

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Commission representative. Much to her regret, she cannot attend those meetings as they are always scheduled at a time when she has a work conflict. Commissioner Hunter has the same problem, as he is teaching a class on Tuesday evenings. She is requesting permission to appoint Mark Abell as a representative of the County Commission, ask that he attend the meetings and report back to the Commission.

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: EXECUTION OF QUITCLAIM DEED TO JOHN L. THOMPSON

President McClintock said this goes back to 1985 and the document is being corrected so it can be properly recorded. The County Attorney has requested the Commissioners sign the Deed so the seven year problem can be resolved.

Motion was entertained. Mr. Hunter so moved, with a second from Commissioner Borries. So ordered.

RE: READING OF BIDS/CRACK SEALING OF COUNTY ROADS

Attorney Wilhite proceeded to read the following bids:

J. H. Rudolph & Co.	\$125,945.00
Huff Sealing Corporation	\$ 96,378.75

Attorney Wilhite noted the bids appear to be in order.

RE: COUNTY ATTORNEY - JEFF WILHITE

Written Report: Mr. Wilhite noted he has submitted his written report.

Settlement/Mesker Wrongful Death Case/Schissler Rd.: Attorney Wilhite said he has a Settlement Proposal for consideration and approval by the Commissioners, if they so desire, with regard to this matter. The Board will recall the claim exceeded what Plaintiff's Counsel believes is their cap, which is \$900,000. Plaintiff's Counsel has indicated they will settle the case for \$280,000. \$100,000 of that would be County funded. The balance of \$180,000 would be advanced by the County, but reimbursed by the Carrier. It is the advice of Vincent Brush of Corroon & Black in Indianapolis and the Excess Insurance carriers for the County that we accept this offer, \$100,000 of which would be paid directly by the County. This is his recommendation, as well. Mr. Wilhite then entertained questions. Otherwise, he needs motion to execute the Settlement Agreement that provides for this. Lloyd's of London has been adjusting this claim with Mr. Brush via telephone and both gentlemen think this is a good settlement.

There being no questions, a motion was entertained.

Commissioner Borries asked if there are adequate funds in the 428 account to be put in? What is the current amount in that account? Did County Council budget any monies on an on-going basis for the retention fund for 1993?

Mr. Robinson said they budgeted \$250,000.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Commissioner Hunter said, "I have a real problem with this and I've had it since Day 1. Can I have your opinion?"

Mr. Robinson asked, "On what?"

Mr. Hunter responded, "Paying out the \$280,000."

Mr. John Hodge said, "First of all, part of what the County pays for in their insurance premium is adjusting service -- adjusting service from the insurance company. In this instance it is PENCO representing the various insurers of the County. In conjunction with the County Attorney they arrive at an agreed upon settlement amount. I think you really need to put a lot of confidence in what they are doing -- because when this does get over the self-insured retention of the County, which this obviously is, and it could get way over and the reinsurers get involved -- when they give the okay to settle you really have a strong recommendation from them, because they don't like to pay out money. They obviously feel the case against us is substantial. And, honestly, I am a little familiar with this particular claim and this was headed towards a substantial jury trial with appeals and appeals and appeals to set precedent as far as maximum allowed by the State of Indiana. My personal feeling is that a settlement in this amount is excellent. It is surprising to me that it came in like this -- that they are willing to settle for this. I think they could push it a long way at great expense to the County. I don't think it is a case of black and white negligence -- but the way the circumstances came down I think in a Court situation the County would be in difficult times. I don't know if you're familiar with the whole case, it is a design error of many, many years ago on a County road and it's very, very unfortunate."

Commissioner Hunter said, "My concern is, are we setting a precedent by paying this? And every time there is an accident on a County road we're going to be sued because we paved the County road?"

Mr. Hodge responded, "I don't believe so -- but because of the situation regarding this particular thing -- it's not a run-of-the-mill kind of accident at all. I'm sure Jeff spent many, many hours on this case. It's very, very unusual and very, very unfortunate and really a strange thing."

Motion to approve the \$280,000 settlement, \$100,000 of which the County will be responsible for was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Travel Ordinance: Attorney Wilhite said the second item requiring the Board's attention is the County Travel Ordinance. He's received word from the Auditor's Office that the State Board of Accounts thinks this needs to be changed back to 25 cents from the 28 cents. Whether it's right or wrong, he sees no reason not to go ahead and ask the Commissioners to have him draft an amendment changing the mileage allowance back to 25 cents.

Condemnation Actions: Mr. Wilhite said we are now involved in several condemnation actions and it seems we've had one or more of those per week for the last couple of months -- so he's working on these.

RE: CONSENT AGENDA

Ms. McClintock entertained questions concerning the Consent Agenda. There being none, a motion was entertained.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: OLD BUSINESS

President McClintock entertained matters of Old Business to come before the Board. There were none.

RE: REQUEST TO PAVE DAY ROAD - WILL BOEKE

Mr. said he has seen other roads in the area paved. There is one road off Mill Rd. about a half mile in length that he saw paved bout three years ago and it was a rock road. There are a couple of other roads more narrow than this.

Ms. McClintock asked Mr. Boeke how many houses there are on that road.

Mr. Boeke said on Day Rd. there are only five (5) houses.

Ms. McClintock asked if there is some kind of compromise we can reach here? We're talking about paving his driveway.

Mr. Boeke said it is a public road.

Ms. McClintock asked if there are any plans for development back there?

Mr. Boeke said there are no plans for development. He owns the property on the south side of the road and another person owns the property behind him.

Ms. McClintock asked if the \$45,000 estimate is to pave the entire 16 ft.?

Mr. Savage responded, "No, just 12 ft. wide back to the back edge of his driveway.

Mr. Boeke said he doesn't care to do anything beyond that.

Ms. McClintock asked if Mr. Boeke would be willing to accept this and maintain it if the County paves it?

Mr. Boeke said he has rocked it for several years himself.

Mr. Borries asked, "How much would it cost us for rock on an annual basis for this road?"

Mr. Savage said, "If we put two to three inches of rock every three to four years, it would be about \$800 every two or three years to rock it and it would probably cost \$150 to grade it twice a season if we're going to maintain it as a rock road or about \$550. Over a ten year period this would be \$5,500."

Ms. McClintock asked, "If it's paved, how long will that road last -- ten years?"

Mr. Savage said it should last fifteen years.

Ms. McClintock said between the cost of labor and rock increasing and all that, we might be better off to go ahead and pave it.

Mr. Boeke said he never thought too much about it until he saw all these other little roads and lanes paved that were gravel. He's lived out there all his life and he feels if they can pave the other little roads they could justify paving this.

Commissioner Hunter asked, "Who removes the snow out there now, anybody?"

Mr. Boeke said, "Nobody."

Mr. Hunter asked, "And that won't change if we pave it?"

Mr. Borries said, "It could be, if we're on a public road system. This is a county-accepted road; this is a road for which the County receives reimbursement from the State."

Mr. Savage said if we drop this road or 1,200 ft. in mileage we'd lose about \$1,250 per year. We've also got several culverts in the ditches alongside the road.

Mr. Borries asked how much right-of-way is in there?

Mr. Savage said he believes it is 33 ft. total.

Ms. McClintock said she'd rather go ahead and pave it rather than messing it with every two years -- if it's going to end up costing us the same amount of money. That would certainly make Mr. Boeke happier. She then entertained a motion.

Motion to pave the road a 12 ft. width was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage said there are some additions to the paving list which have come up in the last couple of weeks. They are listed and he recommends approval. The only one that really should be brought out is that on Wildwood, that is a narrow road that varies in places from 12 ft. to 10 ft. It is winding and there's no speed situation there. It would be very expensive to widen it. It is paved already. It was paved when it was accepted apparently, and that pavement (if it is going to be maintained) does need to have a surface coat. He would recommend we pave it at the existing width.

Mr. Borries asked if these roads were on the original list? How did we get these?

Mr. Savage said some were called in during the last couple of weeks, probably in response to some of the newspaper articles. He thinks Mr. Hunter had one from a citizen, as did Commissioner McClintock. The City contacted us about Kratzville Rd. They just paved Kratzville this week up to the City Limit. It needs to be done within the next couple of years anyway and it makes sense to go ahead and do it now.

Mr. Borries said, "That is a question. And I certainly want to tell you up front, as I always have, that I certainly admire your integrity and your hard work. Your strings are being pulled in a lot of different ways and I, too, had a lot of questions about this article -- because we are to conduct public business in this meeting and one article mentions that Carol says we had done a road assessment earlier this year and we've done all this and as a result of this some decisions have been made that we no longer are going to pave and all of a sudden we're just going to turn over all of this money. And now I find out...."

Ms. McClintock interrupted, "No, no...."

Mr. Borries continued, "Sure, you said we were going to turn this money back over and repeal it back into the funds. When was that decision made? You were quoted saying that."

Ms. McClintock said, "When the reporter asked me what I would recommend doing with the money if, indeed, it were left over and if, indeed, we didn't have any projects left -- what I would come to the Commission and recommend is that we put it back into Roads & Streets for 1993 projects. We don't even know yet if that is going to be the case. As you know, from knowing what you say what

to newspaper reporters and hearing what the newspaper says after the editors get done, it's not always exactly what you said. We do operate in public; we had a public hearing; the roads that were on the list were paved; no roads have been added that haven't been added in a public meeting. These roads that have not been paved for specific reasons that we're going to address one at a time -- and then we talk about there being potential of other projects coming up (County Line in Pose is one; Mr. Schmitt has called us about that). I asked David to look at that and bring a recommendation to the Commission. Once we get our paving program finished then we'll know if there is any money left."

Mr. Borries said, "But a paving program has started much earlier than once we get it. We're talking about October here. Then we're talking private contracts and it includes in this article voids beneath pavements in areas such as the Melody Hills Subdivision, etc., and I see that on the in house list. So are we doing that in house or are we going to contract that out in terms of Melody Hills? It was my understanding that the County was going to do that."

Mr. Savage commented, "The County is doing part of Melody Hills in house and there's a portion of it where it is more efficient to contract it out. They have basically done concrete removal and void repair. There are some smaller voids where the best way to do it is to pump grout underneath it and that has to be done on a contract basis."

Mr. Borries asked, "So you've not made any decisions here to stop paving?"

Ms. McClintock responded, "No."

Continuing, Mr. Borries said, "In view of some of the financial problems that I think are happening in this highway situation, is that a reason we've decided not to pave?"

Mr. Savage responded, "Absolutely not. I'm guessing -- this is a ballpark estimate -- but I'd say 80% of the roads on the paving list were done as of September 8th. The only roads on the contract portion were these three (3) miles of roads that all have special things that need to be dealt with. The reason those got held up so long is just part of the workload thing we've been dealing with this summer. And since we only had three miles, I don't think it is out of order to do that in October."

Mr. Borries said, "I clearly remember we had a Road Maintenance Plan and a list in place a couple of years ago. Should we be following that, it should enable us to identify certain problems. If we had too much money at the beginning of the contract year, it seems kind of ironic that now we would have all this left over."

Mr. Savage said, "I don't know -- I wasn't here then. I tried to address the paving list as it was approved."

Commissioner Borries said, "I think the Weekly Status Reports -- if we're getting these for private contracting also, it would be very helpful. Perhaps then we'd know when Rudolph was doing certain paving so we could get out there and see exactly what was on the minds of some of these residents. If there were some problems we might be able to deal with it in a little more timely fashion. It just seems to me when we're always labeling 'politics' and master politician' here, that I think we have to take a more pro-active approach on this County Highway situation. I want to see those work reports and I'd like to see that reinstated here in this meeting."

Commissioner McClintock asked, "Finished?"

Mr. Borries responded affirmatively.

Commissioner McClintock continued, "I would contend, Mr. Borries, that the only person who is confused in this whole loop as you call it, is you. All of this information was provided in public meetings and planned in advance by the County Engineer that you appointed when you were in charge of the Commission. (Let me finish. I let you talk.) The Rudolph problem that was discussed tonight that we brought all the people up here for a political forum this evening, that was designed by Greg Curtis, who was your engineer, who was your appointment. The roads that we had on the list that were approved at the public meeting in March were the roads that were recommended to be done from last year and through investigation and complaints. There isn't anything missing from the loop; there isn't any confusion; the people at the Engineer's department know what needs to be paved; the people at the County Garage know what needs to be paved. And I know you are frustrated when you brought up an issue when you thought you had one about no roads being paved until September when, in fact, roads were paved and everything but 1.2 miles from the list was paved. So, as I said in the conference meeting following your's and Mr. Tuley's political news conference last week...."

Commissioner Borries interrupted, "No, it was Mr. Tuley's -- but I'll have a chance to respond, Carol -- so one politician can respond to another, right? Since you're the non-politician here. Take the credit for things, but no blame, right? These were the Democrat appointments, is that right?"

Ms. McClintock asked, "Would you let me finish?"

Mr. Borries responded "Be glad to."

Ms. McClintock continued, "I know that is frustrating. As I said last week, if there are roads that need to be added to the list -- that we've got plenty of money to do it and we'll be happy to do it. No one said we were stopping paving and we've said all along to being those to the Commission, we'll have the Commission discuss it, and we'll look at paving it. But I don't think there is any confusion here as to who is in charge or where the decisions have been made or anything else."

Commissioner Borries asked, "You're getting the Weekly Work Reports and I'm not -- is that what you're saying?"

Ms. McClintock responded, "No, I'm not getting Weekly Work Reports from the County Highway, because I don't see a great need to get a half page list of where the County Garage was last week with no details about the amounts done or anything else -- I remember receiving those and I didn't think they were of great value. But if you'd like to see those reinstated, we could do that with no problem."

Mr. Borries said, "Well, it just seems like we should speak through our minutes and when we're spending the taxpayers' dollars and millions of those -- then I think it is very important if our crews are doing this in house that we have weekly reports. County roads are a major priority."

Ms. McClintock said, "I know they are a major priority -- that is why they are all done."

Mr. Borries continued, "From the issue standpoint, you know, it's always ironic that it always have to come back to our appointment if there would be something wrong with it. I would say that probably up until these two years have been in excellent shape -- and I have to take a little credit for that."

Ms. McClintock remarked, "And I said that in the news conference,

too. Do you remember reading that in the paper?"

Mr. Borries responded, "No, I saw Mr. Willner's name -- I didn't see my name; but that's alright."

Ms. McClintock said, "I credited your Commission."

Mr. Borries said, "I'm saying that this Board needs to continue to speak through its minutes; that I would ask for Weekly Work Reports; that I would like to have those to make sure that I stay abreast of what exactly those work activities are."

Ms. McClintock said, "Okay."

Auditor Sam Humphrey interjected, "Madam President, I don't know about confusion, but I certainly am. Are you telling me that all the roads on this current list have been paved?"

Mr. Savage remarked, "All but approximately three (3) miles have been paved."

Mr. Humphrey said, "And I am understanding this was under the 1992 budget approved by Mr. Curtis and approved by this Board. Is that what I am hearing?"

Ms. McClintock responded affirmatively.

Mr. Humphrey continued, "All of the money, as I recall it, for 1991 budget was encumbered over last year into this year. And I don't have that report, but it seems it was \$2.6 million from Local Roads & Streets -- that's where this money came from. But this year you requested \$1/2 million and an additional \$1/2 million for equipment -- and you've done one contract under \$93,000. If you didn't need the money, why was it requested -- we could have lowered the tax rate by using that additional money. I understand some trucks have been ordered, but I don't know whether they've been paid for (\$250,000 or something like that). And I specifically remember Curt Wortman saying that you all requested \$1-1/2 million; \$1/2 million for County paving; \$1/2 million for contractual paving; and \$1/2 million for equipment -- because it was all needed. It looks to me like \$700,000 of that wasn't needed."

President McClintock said, "Mr. Humphrey, the budget was not done by the gentleman standing in front of you."

Mr. Humphrey said, "I'm not addressing that to him."

Ms. McClintock continued, "It was done back in August, prior to the compilation of the paving list. I think it's totally unfair to raise this question to Mr. Savage."

Mr. Humphrey countered, "I wasn't directing the question to Mr. Savage. I was directing it to this Commission, because this Commission is the one -- according to what Mr. Wortman told me -- that requested this and we put \$1-1/2 million of the County Option Income Tax in it per your request."

Ms. McClintock said, "Okay, then I suggest you take that up with Mr. Wortman, because I don't remember this Commission passing any kind of resolutions asking them to put \$1-1/2 million in there."

Mr. Humphrey said, "As I see it at this moment, in 1992 we just placed over \$700,000 of the taxpayers' money which could have been used to lower the tax rate."

Mr. Borries asked, "What is the status of our trucks and equipment?"

Mr. Savage replied, "The trucks have been ordered and the chassis of the truck, itself, is to be delivered next week to Miller Truck to begin the hydraulic work for the snow removal equipment -- the chipper, the belt loader. The mower has been delivered and is now being used."

Mr. Borries said, "You said that the majority had been done at a tremendous savings to the County, so will you be able to provide what that savings will be?"

Mr. McClintock said, "We'll provide that."

Mr. Borries asked, "And we'll be able to have that in some timely fashion here?"

Ms. McClintock responded, "Sure."

Mr. Borries asked, "Savings compared to what?"

Commissioner McClintock said, "We need a motion to add these roads to the paving list."

Mr. Borries asked, "Who's inspected them?"

Mr. Savage said, "I've looked at them."

Mr. Hunter commented, "I've looked at Oak Terrace and for some reason we've paved all the way around it and left it unpaved and it is in a deplorable condition. I don't understand how we managed to do all the other paving out there and it hasn't been touched for twenty years."

Mr. Savage said, "If I'm still here next summer, then you can yell at me for things like that."

Mr. Hunter stated, "No, no -- I don't mean that. I mean it's been over twenty years. I went out and looked at it, because I had some phone calls on it. The question was, 'Everything else

was paved and we wondered why we didn't get this paved.' I went out and looked at it and it looked like it had never been paved."

Mr. Savage said, "It needs to be paved."

Mr. Borries said he is not sure that all of Elmridge is accepted. This road is accepted?

Mr. Savage said this road is on the list of accepted roads. He has not researched that himself, but it is on the list.

Mr. Borries requested that Mr. Savage check this out, as he knows there was some confusion on Elmridge -- is this off Oak Hill Rd.? There has been some confusion regarding some acceptance and perhaps that might be one of the reasons there might not be some accurate information. What about Trapp Rd.? The City called about Kratzville Rd.?

Mr. Savage said Mr. Kercher asked for Trapp Rd. There are two bridges that need to have an asphalt surface placed over them. One is the wooden bridge that we built out there and a couple of years ago, for some reason, the County paved about a quarter mile of it and stopped -- and it's the only gravel road in that immediate vicinity. Since we're doing the bridges in that 4,000 ft. stretch, we thought it would make sense to go ahead and pave the whole thing -- that is why they suggested that one.

Mr. Borries said he has an addition. If we have that kind of money -- let's get them. Boonville-New Harmony Rd. east of S.R. 57 --

the whole surface is beginning to deteriorate now and alligator -- to the Hornet's Nest or approximately Old Petersburg Rd. Could Mr. Savage look at that section?

Mr. Savage said he believes Mr. Kercher has looked at that section. A couple of years ago they talked about doing a Federal Aid 3-R project in house. Personally, he thinks there is a lot of design work that has to go into a project like that and he thinks we might be better off to go ahead and pave and the next lap around do the 3-R type restoration. If we feel that needs paving currently, we can do it economically -- if the Commissioners want to approve it being included in the contract he is asking for today. Or, he could come back and add it to that contract.

Commissioner McClintock asked Mr. Borries what his pleasure is.

Mr. Borries responded, "Well, if you have monies available. Again, I don't know what the financial situation is here -- it seems to be very confusing -- so I don't know. If you have the money available, then certainly I think we ought to address that portion. As I say, the portion continuing west as you move toward Browning and later Old State -- but this particular area seems to be really deteriorating. If we have a hard winter, we'd have some problems next spring on this one. Again, as a professional you need to drive it and see what you think."

Mr. Savage said that normally he doesn't like to do large changes to contracts, but if we go ahead and let this contract and then take a look at it -- and if it appeared to be right we could add it on to the contract. He doesn't think it would double it or anything -- that might be the best way to go.

Ms. McClintock asked, "So you're suggesting we look at it and then come back with a recommendation? Okay, can we get approval on the additions of Trapp Rd., Oak Terrace, Kratzville Rd. and Wildwood to the paving list? I will so move. Would someone like to second?"

Mr. Hunter seconded. Ms. McClintock so ordered.

Ms. McClintock then entertained a motion to advertise on October 8 and October 15, with bid openings on October 26th.

Motion to this effect was made by Commissioner Hunter, with second by Commissioner Borries. So ordered.

RE: NOTICE TO BIDDERS ON BRIDGE #75

Mr. Savage said he recommends approval to advertise on the same dates. This is the wooden structure designed last year and there were some holdups on right-of-way.

Motion to advertise on the same dates was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: BROOKVIEW SUBDIVISION, SECTION 5/ROAD APPROVAL

It was noted by Mr. Savage that there was a road approval for the subject subdivision placed on the Consent Agenda. Mr. Morley is present tonight should the Board have questions concerning same. The plans are in accordance with the plat and they have been reviewed by his office and he recommends approval.

Ms. McClintock said they've already been approved. She then entertained further questions of Mr. Savage. There were none.

RE: BIDS RE CRACK SEALING OF VARIOUS COUNTY ROADS

COMMISSIONERS MEETING
October 5, 1992

20

Attorney Wilhite reminded Commissioner McClintock that the Board needs to move as to whether to take the subject bids under advisement or award same today.

At the request of Mr. Savage, upon motion made by Commissioner Hunter and seconded by Commissioner Borries, said bids are to be taken under advisement prior to Mr. Savage making a recommendation to the Board. So ordered.

There being no further business to come before the Board this evening, at 7:00 p.m., Commissioner McClintock entertained a motion to adjourn.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Jeff Wilhite, County Attorney
Sam Humphrey, Auditor
Dave Savage, Interim County Engineer
Andy Easley, Andy Easley Engineering
Norris Robinson
Mark Abell

B. J. Farrell
John Hodge, Torian, Hofmann & Dillow, Inc.
Elmer Boeke
Bill Poole
Phil Asher
Nancy Gumbel
Mary Lutz
Joann A. Kuebler
David Byrne
Others (Unidentified)
News Media

Carolyn McClintock
carolyn McClintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

(Taped by B. Miles while J. Matthews
on vacation. Transcribed by
J. Matthews.)



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

October 5, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Open Bids**
re: Crack Sealing of Vanderburgh County Roads
 - b. Norris Robinson/John Hodge**
re: Appraisal Services
 - c. Bob Hamilton Charitable Golf Foundation, Ind.**
re: financial statements for year ended 12/31/92
discussion and acceptance of the same
 - d. Appointment to Corporation Membership of Southwestern Indiana Mental Health Center, Inc.**
 - e. Execution of Correction Quitclaim Deed to John L. Thompson**

6. DEPARTMENT HEADS

Jeff Wilhite ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

a. Travel/Education:

b. Employment Changes:

Election Office/Appointment

Audrey Schiff/Deputy Clerk.....	6.00/HR.....	9/28/92
Lynne Provost/Deputy Clerk.....	6.00/HR.....	9/28/92
Jesse R. Boyd/Ballot Aid.....	6.00/HR.....	9/28/92
Donald Cassidy/Ballot Aid.....	6.00/HR.....	9/28/92

Tax Adjustment Board/Release

Edward Ziemer/Member..... 35.00/MTG..... 9/18/92
Rita G. Heathcotte/Member..... 35.00/MTG..... 9/18/92
Ed Witte..... 35.00/MTG..... 9/18/92

Health Department/Release

Carolyn F. James/Secretary, Nursing Division 15,582.00
Medical Leave w/o pay with insurance 10/13 - 11/13/92

c. Claims for payment:

Kahn Dees Donovan and Kahn..... 3,370.85
DL Savage Engineering Inc..... 8,766.00

Lynch Road Extension/

Mabel Mason Ryan (Parcel # 12).....	21,000.00
Earl H & Dorothy A Brown (Parcel #9)	1,100.00
Arthur Wegel (Parcel # 25-partial)	185.11
Jerol W. Watson (Parcel # 25-partial)	134.63
Layne T. Watson (Parcel # 25-partial)	185.11
Darol L. Watson (Parcel # 25-partial)	437.53
Leona Wegel (Parcel # 25-partial)	22.40
Jeanette Dilliman (Parcel # 25-partial)	185.11

Guthrie May Co., Inc (Parcel # 17) Approval of increase of offer
Charles W. Ruston (Invoice # 4) 360.00
Charles W. Ruston (Invoice #5) 312.00

Other:

Brookview Height V - Approval of Road Plans

- d. County Treasurer's Report for August
- e. Auditorium Letter
 - re: Request approval of pricing for Evansville Chamber of Commerce Breakfast/ 10% catering fee vs. 20%, waiver of 15% gratuity.
- f. Approval of Minutes for 9/21/92
- g. OLD BUSINESS
- h. NEW BUSINESS
- i. MEETING RECESSED

Scheduled Meetings:

WED	Oct 7	County Council	3:30 PM	RM	301
MON	Oct 12	County Commissioners	5:30 PM	RM	307
TUES	Oct 13	Solid Waste	5:00 PM	RM	303



CAROLYN MCCLINTOCK
DON L. HUNTER
RICHARD J. 'RICK' BONNIES

Board of Commissioners

of the

County of Vanderburgh

305 ADMINISTRATION BUILDING

CMC CENTER COMPLEX

EVANSVILLE, INDIANA 47708



TEL. (812) 426-5241

AGENDA REQUEST

NAME OF REQUESTOR: David L. Savage

REQUESTOR TITLE: Director

DEPARTMENT: County Public Works

REQUEST(S) BEING MADE:

CLAIMS:

LYNCH ROAD EXTENSION:	(After has Original Warranty Deed)
Mabel Mason Ryan (Parcel #12)	\$21,000.00
Earl H. Brown & Dorothy A. Brown (Parcel #9)	\$ 1,100.00
Arthur Wegel (parcel #25 - partial)	\$ 185.11
Jerol W. Watson (parcel #25 - partial)	\$ 134.63
Layne T. Watson (parcel #25 - partial)	\$ 185.11
Darol L. Watson (parcel #25 - partial)	\$ 437.53
Leona Wegel (parcel #25 - partial)	\$ 22.40
Jeanette Dillman (parcel #25 - partial)	\$ 185.11
Guthrie May/Call Inc. (parcel #7) Approval of increase offer	
Charles W. Ruston (invoice #4)	\$ 360.00
Charles W. Ruston (invoice #5)	\$ 312.00

BROOKVIEW HEIGHT V - Approval of Road Plans

8,766.00

D. L. Savage

DATE TO BE PLACED ON AGENDA: 10/5/92

ACTION _____

CONSENT xxx

OTHER _____

MEMO TO COMMISSIONERS

FROM MARK ABELL, SUPERINTENDENT OF COUNTY BUILDINGS

RE: WEEKLY ACTIVITIES 10-02-92

Met with Joe Harrison Jr. regarding establishment of revolving account for payment of weed contracts. His recommendations will be given after he looks into the matter further.

Attended class at St. Mary's on bloodborne pathogens for OSHA.

Met with Mike Duckworth regarding new speed limit for subdivisions.

Met with Gary Price, Jeff Hatfield, Beverley Behme and Dave Savage to discuss county responsibilities regarding sewer maintainance. Recommendations will be made from Gary Price in upcoming weeks. No decision was reached.

Thank You,

Mark Abell

ZIEMER, STAYMAN, WEITZEL & SHOULDER

ATTORNEYS AT LAW

P. O. BOX 916 • 1507 OLD NATIONAL BANK BLDG.

EVANSVILLE, INDIANA 47706-0916

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDER
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. HAHN
DAVID A. GUERRETTAZ

—
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5089

JOHN E. EARLY
(1912-1983)

September 18, 1992

Daviette Redmond
Auditor's Office
Civic Center Complex
1 N. W. Martin Luther King, Jr. Blvd.
Evansville, Indiana 47708

RE: Correction Quitclaim Deed; 1015 Cherry Street

Dear Daviette:

At your request, I have prepared the attached Correction Quitclaim Deed in regards to the above-referenced property.

Please review the corrected Deed in order to make certain I understood the changes needed to be made. If correct, we should have the Commissioners execute the same and record.

I have not been in contact with Mr. John Thompson, nor Sara Jones. Once the document is recorded, please advise as to whether you want this office to contact Mr. Thompson or whether the Auditor's Office will.

Should you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Ziemer, Stayman, Weitzel & Shoulders

Gary K. Price

GKP/te

Enclosure

My att. for you name was used to deed of
8-16-85 to correct legal description.

John Thompson

TO: Board of Commissioners of
Vanderburgh County

FROM: Vanderburgh County Auditor
Daviette M. Redmond - # 5384

SUBJECT: 11-60-21-42-8/1015 E Cherry St

DATE: August 19, 1992

The property located at 1015 Cherry St was a property that the County owned as of January 8, 1985 (See Tax Title Deed to County 1/8/85 Drawer 2 Card 156). The County then sold the property to Mr. John L. Thompson on April 23, 1985 at a surplus sale (See Quit Claim Deed 4/23/85 Drawer 2 Card 1864). The legal description read "Lts 9 & 10 Cherry St Addition c/k/a 1015 E Cherry St. Mr. John L. Thompson then sold (all of lts 9 & 10) to Sarah Jones on August 8, 1985 (See Quit Claim Deed 8/8/85 Drawer 2 Card 3985). The County then submitted a Corrected Quit-Claim Deed on August 16, 1985 (See Drawer 2 Card 4146) that did not change anything from the deed recorded on April 23, 1985.

The property that the County sold was only suppose to be part of Lots 9 & 10 in Cherry Stret Addition. Perhaps the Tax Sale Certificate to the County was incorrect but the Tax Sale ledger and the Tax Title Deed to County clearly states the Cherry St Add 20ft L.9 & 10ft L.10. The County needs to submit a Corrective quit Claim deed (to Correct the deed of August 16, 1985) to state that Mr. John L. Thompson was only to receive Parts of Lts 9 & 10.

I would also suggest that the County contact Mr. John L. Thompson so that he submit a Corrective deed to Sarah Jones.

See attached copies of deeds for reference.

Daviette M. Redmond
Vanderburgh County Auditor's Office
Tax Sale Clerk

dmr

ANDERBURGH COUNTY
FILED

AUG 1 1992

Sarah Thompson
AUDITOR

NOTICE TO BIDDERS

Notice is hereby given that Vanderburgh County, by and through its Board of County Commissioners, will receive sealed bids for the construction of:

**BRIDGE NO. 75 ON OLD PETERSBURG ROAD
OVER SCHLENSKER DITCH
VANDERBURGH COUNTY, INDIANA
(PROJECT VC 92-10-01)**

Sealed proposals will be received at the County Commissioner's office, Room 305, County Civic Center, Evansville, Indiana until 5:30 P.M. on the 26th day of October, 1992. All proposals will then be publicly opened and read aloud at the County Commissioner's Meeting Room (Room 307). Any proposals received after the above designated time will be returned unopened.

The proposed construction will include Removal of the Existing Bridge, Shaping the Stream Bed, Installing the Bridge Materials supplied by the County, Riprap, Earthwork, Seeding, Road Work and Related Work.

All proposals must be submitted on Prescribed State Board of Accounts Form No. 96 together with the proper forms included in the specifications, proposal and contract, the entire set of which shall be filed intact as a bid.

The Contract Documents, including Plans and Specifications, are on file in the office of the Vanderburgh County Public Works Department, 715A Locust St., Evansville, Indiana. Plans and Specifications may be obtained from the Vanderburgh County Public Works Department office.

Wage rates for this work shall be not less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319, Acts of the Indiana General Assembly, 1935.

SECURITY: Any person, firm or corporation who submits a proposal and has a principal place of business in the State of Indiana MAY file with their proposal a BOND in the amount of five percent (5%), made payable to the Board of Commissioners of Vanderburgh County. Any person, firm or corporation from out of State who submits a proposal MUST file with their bid a CERTIFIED CHECK, BANK DRAFT, CASHIER'S CHECK OR MONEY ORDER issued by a financial institution insured by an agency of the United States in the amount of five percent (5%), made payable to the Treasurer of Vanderburgh County.

Proposals may be held by the Board of Commissioners for a period not to exceed thirty (30) days from the date of the opening.

The successful Contractor will be required to furnish a Performance

Bond in the amount of one hundred percent (100%) of the Contract price within ten (10) days after award of contract.

No Contractor may withdraw his proposal within thirty (30) days after the actual date of the opening thereof.

The Board of Commissioners reserves the right to reject any or all proposals, to waive technicalities or irregularities therein, to delete any bid item or items and to award a contract on the proposal that in their judgement is most advantageous to Vanderburgh County.

The Contractor shall list any subcontractors and the percentage of the contract to be performed by each subcontractor in the bid submittal.

TO BE ADVERTISED:

October 8, 1992
October 15, 1992

DATED THIS 5TH DAY OF OCTOBER, 1992

VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY OF VANDERBURGH, INDIANA

Candy McClelland

Bob Hurd
Richard J. Borries

ATTEST:

Sam Humphrey
Sam Humphrey,
Vanderburgh County Auditor

RECOMMENDED:

Vanderburgh County Engineer

BERNARDIN · LOCHMUELLER & ASSOCIATES, INC.

PLANNERS · ENGINEERS · SURVEYORS
SUITE 606 HULMAN BLDG. · EVANSVILLE, IN 47708
TEL. (812) 426-1737

September 14, 1992

Vanderburgh County Engineer
Vanderburgh Auditorium - 715 A Locust Street
Evansville, Indiana 47708

Attn: Mr. Dave Savage



VANDERBURGH COUNTY
FILED

Re: Lynch Road Extension
Supplemental Agreement No. 4
BLA Project No.: 86-28-1

OCT 5 1992

Tom Humphrey
AUDITOR

Dear Dave:

Please find two (2) original Supplemental Agreements No. 4 for preliminary engineering services on the Lynch Road Extension project. The additional amount is due to the recent requirement to incorporate the work of the Water & Sewer Department in our set of contract plans and changes to the drainage around the Green River Road intersection since the Lynch Road project will be let prior to the Green River Road project.

More specifically, the sewers which are to be constructed under the Green River Road job and which we had planned to tie in to on the Lynch Road job will be non-existent. These circumstances necessitated that we redesign the drainage on the Lynch Road project.

Should you have any questions regarding this matter, please do not hesitate to contact me.

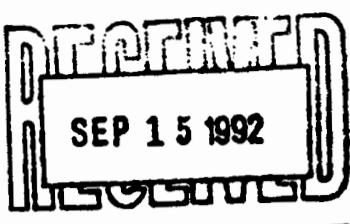
Sincerely,

BERNARDIN, LOCHMUELLER & ASSOCIATES, INC.

Thomas G. Bernardin, P.E., L.S.
Director of Engineering

TGB/cle

Enclosures: 2



SUPPLEMENTAL AGREEMENT NO. 4

This Supplemental Agreement is made and entered into Sept. 21, 1992, by and between the County Commissioners of Vanderburgh County, Indiana, hereinafter referred to as the "COUNTY," and Bernardin, Lochmueller & Associates, Inc., hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the "COUNTY" and the "CONSULTANT" did on March 24, 1987, enter into an Agreement providing for the "CONSULTANT" to prepare all preliminary engineering activities for the Lynch Road Extension from Oak Hill Road east to Burkhardt Road in Vanderburgh County, Indiana, Project No.: M-E 185(1).

WHEREAS, due to information received on May 17, 1992, from the Indiana Department of Transportation which revealed the necessity for including the utility adjustments required for the Evansville Water and Sewer Utility Department into the contract plans, it has been determined that in order to secure federal funding, plans and specifications developed by the Evansville Water and Sewer Utility Department be incorporated into the road grading plans and bid documents, and

WHEREAS, there will be effort involved in accomplishing this task, and

WHEREAS, it has recently become known that planned improvements to Green River Road will not be in place at the time of the grading contract, and

WHEREAS, the grading plans will need to be modified to ensure proper drainage from the Lynch Road facility,

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement said agreement.

1. The first paragraph of Section A - Appendix "D" is changed to read as follows:
 1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 374.615.00, unless a modification of the Agreement is approved in writing by the COUNTY.
2. Appendix "D", Section A2 has been revised to include two new items called:

i. Incorporation of Utility Plans	<u>\$ 2,800.00</u>
j. Revision of the drainage design for the Grading Plans	<u>5,000.00</u>
3. Except as herein modified, changed and supplemented, all terms of the original Agreement dated March 24, 1987 shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental
Agreement.

CONSULTANT

Bernardin, Lochmueller &
Associates, Inc.

LOCAL PUBLIC AGENCY

Board of County Commissioners
Vanderburgh County

BY Keith Lochmueller
Keith Lochmueller, President

BY Carolyn McClinton
Carolyn McClinton, President

Attest:

Thomas G. Bernardin
Thomas G. Bernardin, Secretary

BY Don Hunter
Don Hunter, Member

BY Richard J. Borries
Richard J. Borries, Member

ATTEST:

Sam Humphrey
Sam Humphrey, County Auditor

Approved as to Legality and
Form:

Ted Ziemer
Ted Ziemer, Jr. Attorney for
Vanderburgh County

A C K N O W L E D G M E N T

State of Indiana County of Vanderburgh SS:

Before me, the undersigned Notary Public in and for said County personally appeared Keith Lochmueller, President; Thomas G. Bernardin,
(Name of signers, their official capacity and Agency Name)
Secretary, Bernardin, Lochmueller & Associates, Inc.
(Firm Name)

and each acknowledged the execution of the foregoing agreement on this 14th day of September, 1992, and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires:

September 22, 1995

Cynthia L. Evans
Notary Public

Cynthia L. Evans
Print or type name

A C K N O W L E D G M E N T

State of Indiana, County of Vanderburgh, SS:

Before me, the undersigned Notary Public in and for said County, personally
appeared Carolyn McClintock, President; Don Hunter, Member; Richard J. Borries,
(Name of signers, their official capacity and Agency Name)
Member; Vanderburgh County Board of Commissioners

and acknowledged the execution of the foregoing agreement on this 21st day of September, 1992.

Witness my hand and seal this said last named date.

My Commission Expires:

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
My COMMISSION EXP. JUNE 12, 1996

Joanne A. Matthews
Notary Public

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF Vanderburgh)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the fact of the agreement.

BERNARDIN, LOCHMUELLER & ASSOC., INC.

Keith Lochmueller

Keith Lochmueller
(Print or type name)

Subscribed and sworn to before me this 14th day of September, 1992.

Cynthia L. Evans
Notary Public

My Commission Expires:

September 22, 1995

The
**GOLD
ROOM**
&
**Vanderburgh
AUDITORIUM**

To: Vanderburgh County Commissioners
From: Sandra Toton, General Manager
Date: September 29, 1992
Ref: Evansville Chamber of Commerce Breakfast October 21, 1992

I am requesting that the following be approved for the pricing of the Evansville Chamber of Commerce Breakfast.

10% catering fee vs. 20%.

Waiver of the 15% gratuity.

This should be considered an investment in the future of 1993 and beyond. The discount and waiver is needed in order to keep the cost per person attending at \$6.00 each.

The Chamber is hoping to increase the monthly attendance in 1993 with corporate sponsored continental breakfast. Under the new concept, they will bring their monthly morning event to the Gold Room.

Your assistance in this matter is critical.

Sandra Toton
Sandra Toton

st/jb

715 LOCUST STREET EVANSCVILLE, INDIANA 47708 PHONE (812) 426-2270 FAX: (812) 4

Professionally Managed by: GIVEN & SPINDELER MANAGEMENT COMPANY, INC.

October 1, 1992

To: Carolyn McClintock, President
Vanderburgh County Commissioners

From: Norris Robinson, CPCU Risk Manager *DR*

Re: Jerry Schenk & Associates Inc. Appraisal Services

I understand that Jerry Schenk has recently contacted you regarding continuation of his survey to update appraisals completed in 1992 on various county properties. He had previously conversed with me on this same subject. At that time I told him I would probably recommend against continuation for 1993 and possibly 1994, for the following reasons:

- a) All county properties of significant value have recently been appraised, including the newly renovated Safe House.
- b) I believe John Hodge and I can collaborate in updating values on unchanged properties for one or two years, since the only significant change would then be an inflation factor in building costs, applied to prior values.

Please understand that I don't intend to denigrate Mr. Schenk's organizations expertise as appraisers. They are very good in their line of work; but from 39+ years experience in the business, I don't believe annual re-appraisals are necessary. John Hodge of Torian, Hofmann and Dillow agrees with me on this matter. Furthermore, I have attached a letter Mr. Hodge received from Penco supporting our position.

Let me know if you have any questions on this matter.

TURIAN, HOFMANN & DILLOW
insurance

September 28, 1992

N. Norris Robinson, Risk Manager
County of Vanderburgh
305 Civic Center Complex
Evansville, IN 47708

Dear Norris:

Per our recent conversation, enclosed is a confirmation from Penco regarding their appraisal requirements.

I feel that updated appraisals should be secured every three years. On every anniversary, an updated Statement of Values is mandatory, and the values can be adjusted after a review of the property by you and me. Penco feels that this will be acceptable.

Please call at any time to discuss this or any other matter.

Thank you for the opportunity to work for you and Vanderburgh County.

Very truly yours,



John D. Hodge

JDH/am

enc.

P.O. Box 3647 • 800 Sunset Avenue • Evansville, IN 47735 • (812) 424-5503 • FAX (812) 424-9016
Insurance advisors since 1923



September 24, 1992

John Hodge
Torian, Hoffman & Dillow
P.O. Box 3647
Evansville, Indiana 47735

RE: Vanderburgh County

Dear John,

This letter is a follow-up to our phone conversation yesterday in which we discussed the value of annual updating of property appraisals.

Our program does not require appraisals, however, we do recommend that appraisals be obtained and updated regularly to help establish a value at the time of a loss. There is some merit to what Jerry Schenk has recommended, especially on key locations where the buildings are older and ornate (i.e. the courthouse). These types of buildings are hard to establish a value for and his services at the time of a loss would be valuable. His services do cost and maybe a more prudent policy would be to do updates every three years. This would establish the values on a regular basis and as long as the S.O.V. is updated annually by the inflationary factor for building costs, we would have current values for the program.

Let me know if you have any further questions.

Sincerely,



Donald D. Dickerson
Assistant Vice President
Sales Manager

DDD:ejm

NOTICE TO BIDDERS

Sealed Proposals, or Bids, for THE PAVING OF VARIOUS COUNTY ROADS IN VANDERBURGH COUNTY (PROJECT VC 92-10-02) Vanderburgh County, Indiana will be received at the Office of the County Commissioners (Rm. 305) until 5:30 p.m. LOCAL time as prescribed by the Acts of the Indiana Legislature in Chapter 172, year 1957, on the 26th day of October, 1992, at which time all Bids will be publicly opened and read aloud in the County Commissioners Hearing Room (Rm. 307).

Any Bids received after the designated time, for any reason, will be returned unopened.

Contract documents are on file in the office of the Vanderburgh County Engineer, Vanderburgh County Auditorium 715A Locust Street, Evansville, Indiana.

Bids shall be delivered in a sealed envelope bearing the name and address of the bidder indicating identification of the project and the branch of the work on which bid.

Bids shall be submitted on the Itemized Proposal Form (form enclosed) and Bid Form No. 96 (Indiana Form No. 96, Rev. 1987, provided separately), with a Non-Collusion Affidavit (form enclosed), all properly executed, signed, and sealed. The Non-Collusion Affidavit must also be properly notarized.

Each Bid shall be accompanied by (enclosed in the same envelope) a Bid Bond (form enclosed), Certified Check, Cashier's Check, Bank Treasurer's Check, or Bank Money Order in the amount of five percent (5%) of the total bid submitted.

No Bid shall be withdrawn after the opening of the Bids without the expressed consent of the Vanderburgh County Commissioners for a period of thirty (30) days after the scheduled time of bid opening.

The Contractor receiving award will be required to furnish a Performance Bond (Indiana Form 86A, Rev. 1947) in the amount of one-hundred percent (100 %), which is to remain in effect for twelve (12) months from the date of acceptance of the work.

Attention is called to the fact that prevailing wage minimum salaries and wages are set forth in the Contract Documents.

The Contractor shall list any subcontractors and the percentage of the contract to be performed by each subcontractor in the bid submittal.

Construction and installation shall be in full accordance with the contract drawings, specifications, and special provisions. Applicable sections of the 1988

Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1988 Standard Specifications.

The Vanderburgh County Commissioners reserve the right to reject any and/or all Bids and to waive any informality in the bidding.

DATED THIS 5TH DAY OF OCTOBER, 1992

VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY OF VANDERBURGH, INDIANA

Casady McLinton

~~*John Dunc*~~
Richard J. Berres

ATTEST:

Sam Humphrey

Sam Humphrey,
Vanderburgh County Auditor

RECOMMENDED:

Vanderburgh County Engineer

PUBLIC WORKS DEPARTMENT

AGENDA

OCTOBER 5, 1992

1. MILL ROAD PAVING

2. ADDITIONS TO PAVING LIST:

Oak Terrace (850' N & S From Elmridge)

Trapp Road (4050' Widen to 16')

Kratzville Road (2850' City Limits to 1st Avenue)

Wildwood (780' S. of Boonville-New Harmony)

3. APPROVAL OF CONTRACT, ADVERTISE 10/8, 10/15 & ^{open} 10/26

Young Road

Mill Road

Oak Terrace

Trapp Road

Kratzville Road

4. NOTICE TO BIDDERS - BRIDGE #75 OLD PETERSBURG RD.

5. BRIDGE #75 - ~~BE~~ OLD PETERSBURG OVER SCHLENSKOR DITCH
ADV. 10/8, 10/15 • OPEN 10/26/92

Rec appl Done
Done
Barries - Done

AGREEMENT OF RELEASE

THIS AGREEMENT OF RELEASE, is made and entered into this day of _____, 1992, by and between Connie S. Mesker, individually, as Personal Representative of the Estate of Alan J. Mesker, and on behalf of Keith Mesker and Kevin Mesker, (hereinafter "Releasor") & Vanderburgh County, By Its Board of Commissioners (hereinafter "Releasee").

WHEREAS, on or about January 21, 1990, a vehicle accident occurred on Schissler Road in Vanderburgh County, Indiana, resulting in the death of Alan J. Mesker (hereinafter referred to as the "Event").

WHEREAS, Releasor claims and asserts that as a result of the Event there were damages;

WHEREAS, Releasor filed a complaint against Releasee on or about the 27th day of August, 1991, in the Posey Circuit Court entitled Connie S. Mesker, Personal Representative of the Estates of Alan J. Mesker, on Behalf of Connie S. Mesker, Keith Mesker and Kevin Mesker vs. Vanderburgh County, By Its Board Of Commissioners, Cause No. 65C01-9111-CT-00305 (hereinafter referred to as the "Lawsuit");

WHEREAS, Releasor asserts that the damages were caused by Releasee's negligence, all of which Releasee has at all times and does now deny; and

WHEREAS, Releasor and Releasee desire to minimize the expense and uncertainty of further litigation and now agree to compromise and settle all claims, demands, damages, actions and causes of action existing between them in connection with the Event and to forever set at rest the controversies and differences arising between them.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth in the above preamble are incorporated herein by reference.

2. In full compromise and settlement of all claims, demands, damages, losses, actions and causes of action, arising out of, resulting from or in any way connected with the Event, Releasee agrees to pay Releasor the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) which is the sole monetary consideration for this settlement, and there being no other commitments, promises, agreements, representations or inducements of any kind by Releasee, its attorneys or agents, nor any

reliance thereon by Releasor. This payment shall be made payable to "Connie S. Mesker, as Personal Representative of the Estate of Alan J. Mesker, and John Hamilton, her attorney" and tendered upon the approval and execution of this Agreement and the dismissal of the causes herein.

3. Releasor releases and forever discharges Releasee, its attorneys, agents and servants, and all other persons, firms, or corporations liable or who might be claimed to be liable, of and from any and all allegations, claims, disputes, demands, losses, damages, equitable relief, actions and causes of action, compensation of any kind or costs, whether known or unknown, anticipated or unanticipated, discoverable or non-discoverable, present or future, for losses or damages, costs, expenses or attorney fees, that the Releasor may now have or hereafter acquire, by reason of any or all matters and things referred to in this Agreement; including but in no way limited to, attorney fees, of any kind or nature whatsoever, on account of, arising out of or from, due to, or in any way growing out of or connected with the Event, and any and all present or potential legal action or litigation and collateral claims.

4. Releasor agrees to promptly dismiss, with prejudice, the Lawsuit, and with the parties to pay their own costs.

5. Releasor shall execute all documents necessary to have all legal actions seeking damages for the Event dismissed with prejudice.

6. RELEASOR AGREES TO INDEMNIFY AND SAVE HARMLESS RELEASEE, ITS INSURER AND REPRESENTATIVES, FROM FURTHER CLAIMS GROWING OUT OF THE EVENT, PROPERTY DAMAGE, LOSSES AND ANY AND ALL OTHER DAMAGES AND ALL EXPENSES OF RELEASOR RESULTING FROM THE EVENT, INCLUDING CLAIMS OF KEITH MESKER AND KEVIN MESKER, WHETHER SUCH CLAIM ARISES DIRECTLY, BY SUBROGATION, ASSIGNMENT OR OTHERWISE, AND THAT RELEASEE'S RIGHT OF INDEMNITY INCLUDES, BUT NOT BY WAY OF LIMITATION, RELEASEE'S ATTORNEY FEES AND ALL OTHER COSTS ASSOCIATED WITH SUCH CLAIM.

7. Releasor further represents and warrants that there is no claim, lien, right of subrogation, or any other interest of any other person, partnership, group, or other entity, in the settlement proceeds paid by Releasee. If such claims exist or arise in the future, RELEASOR AGREES TO INDEMNIFY AND SAVE HARMLESS RELEASEE FROM ANY SUCH CLAIMS WHICH ARE NOW OR MAY BE ASSERTED BY OTHERS CLAIMING INTEREST IN THE SETTLEMENT PROCEEDS PAID BY RELEASEE AS REFERRED TO HEREIN, AND THAT RELEASEE'S RIGHT OF INDEMNITY INCLUDES, BUT NOT BY WAY OF LIMITATION, THE AMOUNT OF THE CLAIM, ATTORNEY'S FEES, AND ALL OTHER COSTS ASSOCIATED WITH SUCH CLAIM.

8. The parties and their attorneys, agents, employees, servants, heirs, executors, administrators, representatives, beneficiaries, insurance companies, parent corporations, subsidiaries, related companies, predecessors, affiliates, owners, shareholders, directors, officers, successors, and assigns, and anyone the parties are acting on behalf of are all bound by this Agreement and all receive the benefits of its protection.

9. This Agreement is entered into as a compromise of doubtful and disputed claims and is not an admission of liability and Releasee expressly denies any and all liability or wrongdoing.

10. Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to me and that this Release contains the entire agreement between the parties, and that the terms of this Release are contractual and not a mere recital.

11. This Agreement shall be governed by and construed according to the laws of the State of Indiana.

12. In the event of any litigation between the parties hereto involving this Agreement or the respective rights of the parties hereunder, the party who is unsuccessful in such litigation shall pay to the successful party reasonable attorney fees, court costs and expenses of such litigation incurred by such successful party.

13. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

14. This instrument contains the entire agreement between the parties and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCE BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL OTHER PARTIES HERETO.

15. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day first above written.

Connie S. Mesker, individually,
as Personal Representative of the
Estate of Alan J. Mesker, and on
behalf of Kevin Mesker and Keith
Mesker ("Releasor")

VANDERBURGH COUNTY COMMISSIONERS
("Releasee")

By: Carol McClintock, President

By: Don Hunter, Vice-President

By: Richard Borries, Member

STATE OF INDIANA)
COUNTY OF _____) SS:
)

Before me, this _____ day of _____, 1992,
personally appeared Connie S. Mesker, known to me to be the
individual who executed this Agreement, and acknowledged and
affirmed that she fully understands its contents and freely
executed same for the sole consideration therein expressed.

My Commission Expires:

Notary Public

My County of Residence is:

Printed Name

(SEAL)

STATE OF INDIANA

)
)

COUNTY OF _____

ss:
)

Before me, this _____ day of _____, 1992,
personally appeared the Vanderburgh County Commissioners, Carol
McClintock, Don Hunter and Richard Borries, known to me to be the
individual who executed this Agreement, and acknowledged and
affirmed that she fully understands its contents and freely
executed same for the sole consideration therein expressed.

My Commission Expires:

Notary Public

My County of Residence is:

Printed Name

(SEAL)

MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 12, 1992

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:30 p.m.	1
Awarding of 1992-1992 Road Salt Contract	1
Building Commission/County Weed Abatement Appeal for Property on Schissler Rd.	1
Proposal for Weed Cutting & Trash-Debris Removal Bids	3
Circuit Court/Harris Howerton	3
Paving of Parking Lot/Community Corrections Facility Request to Include Three (3) Vehicles under County Insurance	
County Attorney/Gary Price	4
Written Report	
Opinion re Auditorium Management Agreement	
County Engineer/Dave Savage	4
Awarding of Bid for Crack Sealing & Pavement Repair	
Supplemental Agreement #3 w/Veach, Nicholson, Griggs on Orchard Rd. Bridge Project	
Green River Rd. Project/Relocation of Telephone Line	
USI Interchange Project/Market Estimates	
Bridge #75/Authorization to Negotiate for Needed Parcels up to \$250 for each parcel	
Use of Baseline Rd./AMAX Coal Co.	
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Consent Agenda	6
Old Business	7
New Business	7
Introduction of USI Students	7
Cancellation of Commission Meeting/November 2, 1992	7
Special Drainage Board Meeting	7
Meeting Adjourned @ 6:00 p.m.	7

MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 12, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, October 12, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding. Commissioner McClintock called the meeting to order and stated that since there is also a Drainage Board Meeting this evening, she will dispense with the items right at the top of the agenda and move right to the business. She then asked if there is anyone here wishing to address the Commission who does not find their particular item of interest on the agenda. There was no response.

RE: AWARDING OF 1992-1993 ROAD SALT CONTRACT

Ms. Susan Jeffries of the Purchasing Department said that the Commissioners should have received a copy of information from the State. Each year the city and County participate in the State's road salt bid. The State takes the bids and subsequently provides the information to local governments and it is up to local governments to make the award. The State received three (3) bids this year and they are recommending that the County's portion of the road salt bid be awarded to the low bidder, which was AKZO Salt, Inc. at \$28.27 per ton. The bids were as follows:

AKZO Salt, Inc.	\$28.27 per ton
North American Salt Co.	\$29.00 per ton
Morton International	\$34.00 per ton

Motion to award the contract as recommended was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: BUILDING COMMISSION/COUNTY WEED ABATEMENT APPEAL FOR PROPERTY ON SCHISSLER ROAD

Mr. Roger Lehman, Building Commissioner, said they issued notice to cut weeds on properties owned by a Jan & Mary Leslie on Schissler Rd. We received a letter from them stating that they had planted trees on the property and didn't wish to cut the grass because they said it would destroy their trees. He did go out and look at the property today. The area that we're discussing is the area along the road from approximately 50 ft. to 100 ft. off the road to a treeline that is there. He couldn't see any trees growing in the weeds. There are trees on the property -- (he then submitted a couple of photographs). It appears that a neighbor or somebody is cutting some frontage along the road for them -- because it was pretty neatly trimmed back up to the weed line.

Mr. John B. Leslie, representing Jan & Mary Leslie, introduced himself and said they gave Connors a 20 ft. L-shaped strip of land as an easement. They can mow on there, but are not allowed to build permanent structures there. Jan has planted about 300 evergreen trees in the area and this evening he was out there and talked with the complainant, Mrs. Connors, and she said she doesn't want anything done until next year (the trees will then be up a little higher) because there are deer nesting in that area. He has Bobbie Phillips, who lives in the area, and he can give his comments at this time if the Commissioners so desire.

Mr. Bobbie Phillips said he bought his property from Jan Leslie and they do have some trees planted in the back part of the property. Mr. Lehman was probably just talking about along the road. The high grass doesn't bother him one bit -- but this is a problem between Mrs. Connors and the Leslies and he would just as soon not get involved with it, other than to say that it doesn't bother him.

Commissioner McClintock asked Mr. Lehman for his recommendation.

Mr. Lehman said, "Again, he says the trees are planted in the back. I just was concerned with the part that fronts on the road; it is abutted by two well kept lawns on Schissler Rd. It is a very rural area, but they are very well kept lawns on either side of the property. My recommendation is that we go ahead and cut the front part where the weeds are. Again, I don't believe there are any evergreen trees in there -- I couldn't see them and I walked through it."

Mr. Leslie said, "Behind Connors' house about 10 ft. to 15 ft. there are a lot of evergreens."

Mr. Lehman continued, "And we -- according to this, the particular area we looked at was not behind their house -- it was along the road -- so we're probably not talking about the same location on the property."

Ms. McClintock said, "All we're concerned about is the front area that abuts these two very well kept lawns."

Mr. Lehman commented, "Correct. Correct. Now, if the Connors were complaining about the ground behind them, I did glance behind their house and probably 75 ft. to 80 ft. behind their house is the property line and there were more weeds in the back -- but I just kind of glanced back there, because our main concern was the weeds along the road. If the ones behind their house aware bothering them, then we also need to address that -- because of the distance to residence as we talked about in our specifications. He indicates that the Connors are willing to wait until the spring to perhaps do something about that. If they would agree to cut along the road, I would be satisfied at this point."

Ms. McClintock said, "If they agree to cut along the road."

Mr. Leslie stated, "I was just out there this evening and it has been cut from the road about 30 ft. back."

Mr. Lehman said, "We're talking about back to the treeline -- about 80 ft. to 90 ft. on the west side and 40 ft. to 50 ft. on the east side back to the little treeline there."

Mr. Leslie again approached the podium and stated, "That's a rural area and I can't see any reason it should be cut. I've seen it on the highways just driving along -- just 15 ft. away from the road. And I disagree with this gentleman."

Ms. McClintock said, "The reason we have this ordinance is to protect people in neighborhoods who don't want to live next door to an unsightly weed patch. Apparently what Mr. Lehman is saying is that the adjoining properties are well kept -- they are nice lawns -- they take care of their property and they don't want to have to look at their neighbor's weeds."

Mr. Leslie said, "In that area there are three structures -- three homes; Mr. Phillips lives in one; Mr. & Mrs. Connors live in one and he doesn't know who lives east of them. And 4-1/2 acres is what Jan owns there and he would like to get it back to nature. As Ms. Connors said, deer are nesting there and she doesn't want anything done with it anymore."

Commissioner McClintock asked, "Can we get a letter from Mrs. Connors stating that she is withdrawing her complaint?"

Mr. Lehman said, "As far as space goes, less than 1/4 acre would meet the standard of within 100 ft. of a County road."

COMMISSIONERS MEETING
October 12, 1992

3

Mr. Leslie said, "Well, that's practically to the back of her property. She built her home right on the corner of the property line and my son was kind enough to allow her an additional 20 ft."

Mr. Lehman continued, "We're talking basically just about back to the treeline. But we'll send a letter to her and if she wants to withdraw her complaint we'll withdraw our paperwork. If she doesn't withdraw the complaint, then my recommendation would be to cut the weeds back to the treeline -- like we would anywhere else."

Ms. McClintock said we'll see if Mrs. Connors will withdraw her complaint. If she does that, then we won't have a problem.

At the request of Mr. Leslie, pertinent correspondence which he submitted will be made a part of the permanent record and is attached herewith as part of the formal minutes.

RE: PROPOSAL FOR WEED CUTTING & TRASH/DEBRIS REMOVAL BIDS

Mr. Lehman said he is proposing that for next year we put out bids for the week cutting. We'd have several bids, but only one company to do the week cutting. He thinks this would help our response time a bit. At the same time, we might want to do the same thing for trash and debris removal. We'd put out specifications and have companies bid on it. When we have a situation we can then just call them and tell them to clean it up -- which will save a little time. He will try to get the specs in by the end of this month and we can then bid it and perhaps it ready for early 1993.

RE: CIRCUIT COURT - HARRIS HOWERTON

Paving of Parking Lot/Community Corrections Facility: Mr. Howerton said he is requesting that the County provide the monies to pave the parking lot for Community Corrections Complex at 1505 N. Third Avenue. There are hundreds of vehicles in and out of that facility each day and hundreds of people. It is a large workplace and it is a County facility. He talked with David Savage, who has been out, looked around and given them a ballpark figure of about \$57,000 to complete that project.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Mr. Savage was instructed to draw up specifications for the paving of the parking lot and provide a cost estimate. So ordered.

Mr. Savage said that depending upon the schedule, there is some engineering that needs to be done in connection with this and if we want to do the engineering in house, then he'd have to pull people off other projects.

Ms. McClintock said this is a lower priority than County roads. Her preference would be to do this over the winter and have something for next spring, rather than pulling people off other projects.

Request to Include Three (3) Vehicles on Insurance Program: Mr. Howerton said they have three (3) vehicles which they got from Federal surplus which have been totally restored and he would ask that the County Commissioners include the vehicles under the County insurance program so they can begin using them.

Ms. McClintock requested that Mr. Howerton provide the information on the vehicles to Norris Robinson, and the other Commissioners concurred.

RE: COUNTY ATTORNEY - GARY PRICE

Written Report: Mr. Price submitted his written report and said there are no action items on the report. He would, however, direct the Commissioners' attention to Paragraph #9. His office was requested to prepare an opinion regarding the questions by the State Board of Accounts in connection with the management agreement between the County and Given & Spindler Management. As concluded in the report (which, he believes, is in the Commissioners' folders) they've concluded that the agreement is not in violation of Indiana Statute and is in full compliance and that the management group should continue managing the Auditorium as provided by the agreement.

Ms. McClintock asked, "And, Gary, would it be your opinion that this same legal opinion would apply in the case of the bond money?"

Attorney Price responded, "Yes, basically or generally, yes."

Ms. McClintock asked, "So you are going to forward this to the State Board of Accounts?"

Attorney Price replied, "If you direct me to, I will."

Commissioner Borries stated, "I'd recommend that you do that and I so move."

Mr. Hunter seconded. So ordered.

Commissioner McClintock entertained questions of the County Attorney. There were none.

RE: COUNTY ENGINEER - DAVE SAVAGE

Awarding of Bids for Crack Sealing & Pavement Repair: Mr. Savage said they have reviewed the subject bids and it is their recommendation that the contract be awarded to the low bidder, Huff Sealing Corporation, in the amount of \$96,378.75.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Supplemental Agreement #3 w/Veach, Nicholson, Griggs on Orchard Rd. Bridge Project: Mr. Savage said that when they excavated for the footings they found a softer soil material mixed in with the rock and it is going to require redesign of the footings. This agreement will provide for that and he recommends approval, with the amount being \$1,847.00.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage said he gave them a verbal go-ahead on Wednesday on this, as he knew the Commissioners would want to keep this project moving.

Green River Rd. Project: Mr. Savage noted that on this project there was a parcel of excess land that was given back to a property owner as part of the damages to his property. It turns out that there is a telephone line on this piece of property which has to be relocated. Before Indiana Bell can even proceed with estimates they need notice to proceed (this would be reimbursable work). They indicate the preliminary engineering will be less than \$500 and it is his recommendation that the Notice to Proceed be authorized for Indiana Bell to do the engineering work on this.

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

USI Interchange Project/Market Estimates: Mr. Savage said he has market estimates on five (5) parcels (#2, #3, #6, #9 and #12) and it his recommendation these be approved so the offers can be made to these property owners.

Mr. Borries asked if these have gone through the Review Appraiser, as well?

Mr. Savage said this is the initial estimates they bring to the Commissioners for the first time. The offer will then be made. He believes these have been reviewed by both appraisers.

Mr. Borries said, "Okay. That was my question."

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Borries asked where this leaves us in terms of property still to be purchased? He noticed an article in the Sunday paper regarding the old schoolhouse structure. Where ar we on that?

Mr. Savage responded that these are the first of the parcels that ar coming through on USI. Last week the Garden Club contacted his office and after that conversation he talked with Bernardin-Lochmueller and asked that this particular piece of property be bumped up in the appraisal process and he understands it is to be appraised October 20th. There are various things that play into that situation -- but he did ask that they move it up. But these are the first of the parcels that are coming through.

Bridge #75: It was stated by Mr. Savage that we have four (4) property owners on the four quadrants of this bridge. We're going to need some permanent right-of-way and temporary right-of-way for each one of those. All of the parcels are such small areas that they fall below the minimum payment that is usually made. We're talking with these property owners to try to get them to donate the right-of-way. But so we can proceed with the project he would like authorization to go up to \$250.00 for each property owner to obtain that right-of-way, if we could. As indicated, he will try to keep it as low as we can and possibly do a little trading with some excess dirt that will be on the project.

Motion to authorize said negotiations was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Use of Baseline Rd./AMAX Coal Co.: Commissioner Borries said he has a letter from AMAX Coal Company regarding the use of Baseline Rd. rom S.R. 57 East of the Warrick County Line. Has Mr. Savage received this in his office?

Mr. Savage said there was some activity on that earlier in the summer.

Mr. Borries said, "Right. Gary Kercher's name is mentioned and he may have received a copy. But Mr. Savage probably needs to see the letter. It looks as if they are asking for another inspection so that particular matter can be ended. If Mr. Savage will recall, AMAX had to use some County roads on a temporary basis."

Mr. Savage said, "Okay. Thank you."

Ms. McClintock entertained questions of Mr. Savage.

Schmitt Lane: Commissioner Borries said he went out and met with some of the residents on Schmitt Lane. Where are we with the Schmitt Lane matter?

Mr. Savage said he is hopeful that Wednesday or Thursday they can meet with the residents out there. There were no drawings on the

project and they are preparing some sketches so they can outline what they are going to do where. He talked at length with the residents last week and thinks we have the bulk of their concerns addressed. He does, however, want to go over it with them so everybody is clear before we go any further.

Mr. Borries asked if this includes the Lutz's property.

Mr. Savage said that it does.

Mr. Borries asked, "Can you give me some information on what you are planning there?"

Mr. Savage replied, "We're planning on putting curb in from the crest of the hill down to Laura Lane. We're planning still the asphalt grading work that will keep the water channeled down toward St. Wendel Rd., instead of turning it down toward Laura Lane and we're planning a 5 ft. driveway approach that will raise slightly to keep the water in the street and keep it from flowing down her driveway. We also, if the residents all favor concrete approaches as opposed to asphalt -- so that's not a big cost difference -- and we're also making that change. We're also going to give you a price as to what it will cost to go ahead and put curb around the entire remainder of that cul-de-sac."

Mr. Borries said, "The gentleman across the street from Lutz's had some concern. They put a curb up to part of his property, but not the entire part. That, apparently, is where a lot of the water is sheeting across the road. I mean, it's pretty obvious where the Lutz's would have some problems with it."

Mr. Savage said, "It wasn't obvious to me -- but the curb that we put on the other side -- to make the drainage go the way it used to be -- without a doubt, that needs to be there and that's not an option as far as we're concerned. It does need to go back."

Mr. Borries asked, "And you're going to inspect the pavement on Laura Lane?"

Mr. Savage responded, "Yes. And it's possible that this is a problem of improper compaction. If it appears that it is, then the contractor will be asked to replace it at his own expense."

RE: CONSENT AGENDA

President McClintock entertained questions concerning the Consent Agenda.

Commissioner Borries said he does have one question concerning the report from Mark Abell. He mentioned he went on a fact finding weekend trip to Fairfield, IL. He would ask what the nature of that trip was.

Mr. Abell said he went to inspect the Daub's Landfill, a new Sub Title (d) Landfill, still under construction.

Mr. Borries asked, "And who runs this landfill?"

Mr. Abell said Mid-America runs it.

Ms. McClintock added, "And we have the information in the office."

Mr. Borries asked, "And your purpose was?"

Mr. Abell responded, "Just to inspect it -- to get a good idea of what is required with a Sub Title (d) permitted landfill in case we might be looking that way at some point in time."

COMMISSIONERS MEETING
October 12, 1992

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There being no further questions concerning the Consent Agenda, a motion was entertained. Motion to approve same was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: OLD BUSINESS

President McClintock entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Matters of New Business were entertained. There were none.

RE: INTRODUCTION OF USI STUDENTS

President McClintock noted there are students from USI in the audience tonight. She asked if they would like to introduce themselves. There was no response.

Commissioner Hunter commented, "They said they enjoyed last week's meeting so much that they wanted to come back."

Ms. McClintock thanked the students for coming and said the Commissioners appreciate their attendance.

RE: CANCELLATION OF COMMISSION MEETING/NOVEMBER 2, 1992

President McClintock announced that the Commission Meeting scheduled for November 2, 1992 is canceled -- as noted on the meeting agenda.

There being no further business to come before the Board at this time, Commissioner McClintock entertained a motion to adjourn.

At 5:58 p.m., upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the meeting was adjourned. So ordered.

RE: SPECIAL DRAINAGE BOARD MEETING

Commissioner McClintock noted the group will reconvene for a Special Drainage Board Meeting at 6:00 p.m.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Gary Price, County Attorney
Sam Humphrey, County Auditor
Roger Lehman, Building Commissioner
Dave Savage, County Engineer
Susan Jeffries, Purchasing Dept.
Mark Abell, Supt./County Bldgs.
Harris Howerton/Community Corrections
John B. Leslie
Robert E. Phillips, Jr.
Delois Kidwell
Bettye Lou Jarrell
Jeff Wilhite
Taylor Payne
Pam Martin/Chamber of Commerce
Susan Sauls, Chamber of Commerce
Joe Ballard/APC
Barbara Cunningham/APC
Bev Behme/APC

COMMISSIONERS MEETING
October 12, 1992

8

John Tooley/Chamber of Commerce
Donald Sabek/USI Technical Assistance Center
Cedric Hustace/APC Staff Attorney
Deanna Taylor
Vickie McBride
Dixie Wagner
Rose Parks
Erv Leidolf
Ed Ziemer
Jim Gist
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClinton
Carolyn McClinton, President


Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

October 12, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Susan Jeffries/Purchasing
re: award 1992-93 Salt Bid
 - b. Roger Lehman/Building Commission
re: Weed abatement on property on Schissler Road
 - c. Harris Howerton/Director of Court Service
re: 1) authorize municipal insurance on new vehicles
2) request paving parking lot at County Correction facility
- 6. DEPARTMENT HEADS**

Gary Price ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

a. Travel/Education:

Health (2)

b. Employment Changes:

Lead Program/Appointment

Marjorie Logan/Clerk.....13,584.00/YR 10/12/92

Prosecutor APS Other Funds/Appointment

Amy Sarff/Inv./Clerk.....other pay 10/05/92

Health Department/WIC Program/Release

Julia A Oberhelman/P/T Nurse.....11.77/HR 9/30/92

County Clerk/Appointment

Denise Davis/Deputy.....5.00/HR 10/12/92

Doraethea D Rowley/Deputy.....14,864.00/YR 10/05/92

Sherry L Pace/Deputy.....14,864.00/YR 10/05/92

County Clerk/Release

Doraethea Rowley/Deputy.....14,180.00/YR 10/02/92

Sherry L Pace/Deputy.....14,180.00/YR 10/02/92

Sheriff/Appointment

**Susan LaVanchy/Probationary Correction Officer
 18,8875.00 10/14/92**

Sheriff/Release

Ollie Hayak/Process Server.....7,350.00/YR 10/01/92

Kelli Seddon-Burris.....other 10/06/92

**Susan LaVanchy/Probationary Correc. Officer
 18,375.00/YR 10/13/92**

Prosecutor/Appointment

Melissa Ann McKune/ParaLegal Sec'y....16,952.00/YR 10/05/92

Prosecutor/Release

Melissa Ann McKune/Recept/Sec'y.....14,180.00/YR 10/05/92

Circuit Court/Appointment

Brian L. Durham/Intern.....	4.75/HR	9/21/92
Darlla S. Walton/Intern.....	4.75/HR	9/28/92
Melvin Macgregor/Part-Time Help.....	5.00/HR	9/20/92
Gilbert Childers/Verification Officer.	19,208.00/YR	10/05/92
John Voight/Guard.....	19,256.00/YR	10/05/92

Circuit Court/Released

Melvin Macgregor/Part-time bailiff.....	5.00/HR	9/19/92
Glen Gaslin/Intern.....	5.00/HR	9/16/92
Gilbert Childers/Guard.....	17,699.00/YR	10/04/92
John Voight/Guard.....	20,765.00/YR	10/04/92

Burdette Park/Appointment

Chastity Spindler/Pool.....	5.00/HR	9/08/92
Tracy Bagby/Pool.....	4.35/HR	9/08/92

Burdette Park/Release

Shaunté Crider/Pool Manager.....	7.00/HR	9/23/92
James Gerard/Pool.....	5.00/HR	
Angela Redman/Pool.....	5.00/HR	
Daniel Kolb/Pool.....	4.60/HR	
James Townsend/Pool.....	4.60/HR	
Heather Lehr.....	4.60/HR	
Brandi Rocca/Pool.....	4.35/HR	
Daniel Townsend/Pool.....	4.60/HR	
Beau Shumate/Pool.....	4.60/HR	
Jeffrey Camarco/Asst Manager-Pool.....	6.25/HR	
Dawn Guinn/Office.....	4.25/HR	
Jay Matthews/Pool.....	4.25/HR	
Nathan Reis/Pool.....	4.35/HR	
Alisah Waelde/Float Stand.....	4.25/HR	
Keri Straeffe/Concessions.....	4.25/HR	

c. Claims for payment:

- a) Ziemer Stayman Weitzel and Shoulders..... 4,746.41
- b) Carlisle Equipment..... 16,252.12

d. Checks Received:

a) Treasurer of Warrick County.....240.00

e. Cancel Commissioners Meeting of 11/2/92

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

Scheduled Meetings:

TUES Oct 13 Solid Waste

5:00 PM RM 303

SPECIAL DRAINAGE BOARD IMMEDIATELY FOLLOWING

October 12, 1992

TO: Board of County Commissioners

FROM: Susan Jeffries, Purchasing

Each year the City and County participate in the State Highway Commission's Salt Bid. The State issues and receives the bids, but the local governments must make their own awards.

This year the State received three (3) bids:

AKZO Salt, Inc.	\$28.27 per ton
North American Salt Co.	\$29.00 per ton
- Morton International	\$34.00 per ton

ok CMC RB
It is recommended that the 1992-1993 Salt Bid be awarded to the low bidder, AKZO Salt, Inc.

October 11, 1992

Vanderburgh County Commissioners
Vanderburgh County, Indiana

Dear Commissioners:

In the matter of my property on Schissler Road, which has been determined to be in violation of Vanderburgh County Code of Ordinances, Chapter 81.02 Weeds or Noxious Plants, I authorize my father, John B. Leslie to represent me.

Sincerely,

Jan W. Leslie

Jan W. Leslie
28 Fox Chase Lane
Belle Mead, NJ 08502

October 11, 1992

Dad,

Here is some information for you for the meeting with the County Commissioners.

1) I have enclosed all the correspondence related to this. These are the September 10 letter from Roger Lehman, Building Commissioner, indicating the property is in violation, my September 22 letter to him stating reasons why we do not wish the property to be mowed, and the October 5 letter from Mr. Lehman indicating this matter is on the County Commissioner's docket. These should give you a good idea about why we don't want the property mowed. You can even read the items I listed [REDACTED]

2) You can point out that the parcel is approximately 4.5 acres, and that we have owned it since 1988. Please stress that we intend for the property to return to a natural wooded state.

3) If the Connors are there and they bring up anything regarding fire hazard, you can mention the following:

- The property is private property and we have authorized no one to start a fire or do any kind of open burning. Also, point out that it is located in an area of Vanderburgh County which open burning is banned without an appropriate permit. Please point out that we are well aware of this. Also point out, that since we have owned the property, we have not started any fires of any sort on the property.

- In 1990, we deeded to the Connors, a 20 foot wide L-shaped strip of land, as an easement. This easement could be used by the Connors to erect a fence, to landscape with trees, shrubs, or other vegetation, or to mow and maintain as lawn space. We feel this provides a buffer space between their property and ours. This should prevent a grass fire from endangering their house, if one were to start.

4) Bobby said he will be at the meeting. If he is there, and it seems appropriate, mention to the Commissioners that there is an owner of adjacent property at the meeting, and that they can ask his opinion. Don't put him into any kind of uncomfortable position, particularly if the Connors are there.

I don't have much other advice, except be professional, stay calm and don't get upset or emotional if things don't go well. And Good Luck! Well thanks a bunch and we'll call sometime Monday evening to see how it went.


Jan

**Evansville-Vanderburgh County Building Commission
1 NW Martin Luther King, Jr. Blvd.
Room 310 Civic Center Complex
Evansville, Indiana 47708
October 5, 1992**

MEMORANDUM

FROM: Roger E. Lehman

TO: Board of County Commissioners

SUBJECT: County Weed Abatement Appeal for Property on Schissler Road

Request is being made to place on the agenda of the next Board of County Commissioners meeting, October 12, 1992, regarding the attached letter requesting an appeal to the County Commissioners concerning County weed abatement on property on Schissler Road.



EVANSVILLE - VANDERBURGH COUNTY
BUILDING COMMISSION

ONE NORTHWEST MARTIN LUTHER KING JR., BLVD.
310 CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708-1874
(812) 426-5463

FRANK F. McDONALD II
MAYOR

ROGER L. LEHMAN
BUILDING COMMISSIONER

October 5, 1992

Mr. Jan W. Leslie
28 Fox Chase Lane
Belle Mead, NJ 08502

RE: PROPERTY ON SCHISSLER ROAD

Dear Mr. Leslie:

Please be advised that in response to your letter of September 22, 1992, we have placed your request for review of the above referenced property on the docket for the next Board of County Commissioners meeting. This meeting has been scheduled as follows:

DATE: October 12, 1992

TIME: 5:30 p.m.

PLACE: City/County Administration Building
Room 307, Civic Center Complex
1 NW Martin Luther King, Jr. Blvd.

Your comments may be presented for consideration in response to our letter of September 10, 1992 regarding your property on Schissler Road which has been determined to be in violation of Vanderburgh County Code of Ordinances, Chapter 91.02 Weeds or Noxious Plants.

If you should require additional information, feel free to contact our office.

Sincerely,

Roger L. Lehman, C.B.O.
Building Commissioner

Rll:kek

cc: Brian Carroll, Attorney



Not cut

EVANSVILLE - VANDERBURGH COUNTY BUILDING COMMISSION

ONE NORTHWEST MARTIN LUTHER KING JR., BLVD.
310 CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708-1874
(812) 426-5463

FRANK F. McDONALD II
MAYOR

ROGER L. LEHMAN
BUILDING COMMISSIONER

September 10, 1992

Jan Leslie
28 Foxchace Lane
Belle Meade, NJ 08502

RE: Schissler/West Franklin Rd
PROPERTY TAX CODE #: 7-130-19

Dear Sir:

You are hereby notified that the above referenced property is in violation of the Vanderburgh County Code of Ordinances as determined by a visual inspection. Chapter 91.02 states "No owner or occupant of any lot within the county shall allow the property to become overgrown with weeds or noxious plants to the extent that the overgrowth is deemed detrimental to public health and comfort." The standards that have been violated is/are as follows:

- 1.) In platted subdivision grass or similar vegetation in excess of 12" will be considered weeds.
- 2.) In all other areas grass or similar vegetation in excess of 18" may be considered weeds, if:
 - a.) It is within 100' of a county intersection.
 - b.) It is within 25' of a county right-of-way.
 - c.) It is within 300' of a county residence.
 - d.) It causes a nuisance due to rodent, insect, reptile or mosquito harborage.
 - e.) Other _____.

You are further notified that, as the owner of the property, you will have 10 days from the date of this notice to remove the weeds or noxious plants. Failure to comply with this order in a timely manner may result in the issuance of a citation and/or the Building Commissioner causing removal of the vegetation with the costs and administrative charges being assessed to the owner of the property. If the charges are not paid, the amount will be placed on the tax duplicate against the property.

If the weeds are cut within 10 days of this notice, or you believe your property is not in violation, please contact our office. Your immediate cooperation in maintaining property in compliance with Vanderburgh County Code will result in a healthy, more beautiful Vanderburgh County.

Sincerely,

Roger L. Lehman, C.B.C.
Building Commissioner

8672329

EVANSVILLE-VANDERBURGH COUNTY BUILDING COMMISSION
COUNTY WEED COMPLAINT FORM

DATE: 9-4-92 LOCATION: Scheesler Rd
 John Leslie
 COMPLAINANT: Mr. Connors schissler Rd/West Franklin
 ADDRESS: 9245 Scheesler Rd PHONE #: 985-3498
 NATURE OF COMPLAINT: High Woods (Belmuck Franklin)

 INSPECTED BY: JL OWNER (JAN W & Mary L Leslie)
 REPORT OF ACTION: LOT east of 9245 Scheesler Rd

TAX # 7-130-20SEND LETTER: YES NO

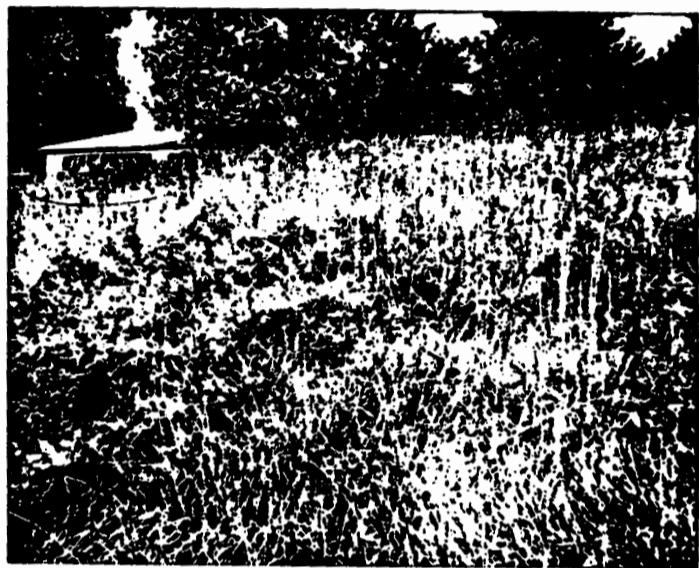
- 1.) In platted subdivision grass or similar vegetation in excess of 12" will be considered weeds.
 - 2.) In all other areas grass or similar vegetation in excess of 18" may be considered weeds, if:
 - a) It is within 100' of a county intersection
 - b) It is within 25' of a county right-of-way
 - c) It is within 300' of a county residence
 - d) It causes a nuisance due to rodent, insect, reptile or mosquito harborage
 - 3.) Noxious plants shall be considered in violation of this ordinance when, in the opinion of the Building Commissioner, they are harmful to the senses or health of the public.
 - 4.) If over 18" and not covered in any of the above mentioned categories (write comments and take pictures)
- 5.) None of the above (Comments)

 PROPERTY OWNER: JAN LESLIEMAILING ADDRESS: 28 Foxchance LnCITY: BELLE MEADE STATE: NJZIP CODE: 08502 TAX CODE NUMBER: 7-130-19DATE LETTER SENT: 9/10 SENT BY: SH

DATE CERTIFIED CARD RETURNED:

COMMENTS:

Schissler / W. Franklin Rd.





EVANSVILLE - VANDERBURGH COUNTY BUILDING COMMISSION

ONE NORTHWEST MARTIN LUTHER KING JR., BLVD.
310 CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708-1874
(812) 426-5463

FRANK F. McDONALD II
MAYOR

ROGER L. LEHMAN
BUILDING COMMISSIONER

September 25, 1992

COUNTY WEEDS ABATEMENT - BIDS

PROPERTY ADDRESS	SCHROEDER'S CUSTOM MOWING	EVANSVILLE LANDSCAPE	HALL'S LANDSCAPING
SCHISSLER/WEST FRANKLIN ROAD	428-9981	853-3807	476-0518
*LOW BIDS TOTAL	\$ 50.00		

* AFTER A BID HAS BEEN RECEIVED AND AWARDED TO A CONTRACTOR, A STANDARD SHOW-UP FEE OF \$15.00 WILL BE CHARGED, IF LOT HAS BEEN CUT DURING THIS TIME PERIOD.

BIDS TO BE AWARDED SUBJECT TO APPROVAL OF COUNTY COMMISSIONER'S MEETING,

**ZIEMER, STAYMAN, WEITZEL & SHOULDERS
ATTORNEYS AT LAW**

P. O. BOX 916 · 1507 OLD NATIONAL BANK BLDG.
EVANSVILLE, INDIANA 47706-0916

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDERS
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. MAHN
DAVID A. GUERRETTAZ

—
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5089

JOHN E. EARLY
(1912-1983)

October 12, 1992

**Ms. Carol McClintock
President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, Indiana 47708**

**RE: Report of County Attorney to Regular Meeting
of Commissioners (October 12, 1992): Status
of Various Legal Matters**

Dear Ms. McClintock:

Herewith I submit to the Vanderburgh County Commissioners my report as Vanderburgh County Attorney on the status of various legal matters as of the regular meeting of the Vanderburgh County Commissioners held October 12, 1992:

1. The Vanderburgh County Treasurer has been named a defendant in a mortgage foreclosure action filed by the National City Bank of Evansville v. Chem-Farm, Inc., in Vanderburgh Superior Court as Cause No. 82D03-9209-CP-1656. The County Treasurer's records indicate that personal property taxes in the amount of Sixteen Thousand Sixty Dollars and Seventy Cents (\$16,060.70) and real estate taxes in the amount of Eleven Thousand Two Hundred Seventy-Four Dollars and Twenty-Nine Cents (\$11,274.29), are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
2. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9208-MI-1584. The County Treasurer's records indicate that real estate taxes in the amount of Two Hundred Ninety-One Dollars and Twenty-Seven Cents (\$291.27) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.

Ms. Carol McClintock
October 12, 1992
Page 2

3. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9207-MI-1240. The County Treasurer's records indicate that real estate taxes in the amount of One Hundred Sixty Dollars and Sixty-Two Cents (\$160.62) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
4. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9207-MI-1239. The County Treasurer's records indicate that real estate taxes in the amount of Two Hundred Sixty-Eight Dollars and Forty-Nine (\$268.49) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
5. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9207-MI-1213. The County Treasurer's records indicate that real estate taxes in the amount of Twenty-Two Dollars and Thirty-Six Cents (\$22.36) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
6. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9207-MI-1274. The County Treasurer's records indicate that real estate taxes in the amount of Four Hundred Fifty-Seven Dollars and Ninety-Five Cents (\$457.95) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
7. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9206-CP-1182. The County Treasurer's records indicate that real estate taxes in the amount of One Hundred Ninety-Four Dollars and Fifty-Three Cents (\$49.53) are currently due and owing to Vanderburgh County by virtue of the

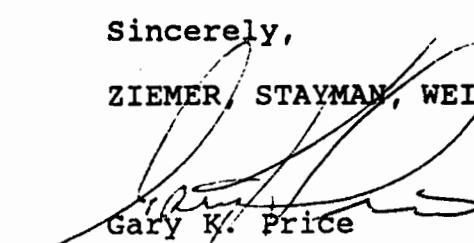
Ms. Carol McClintock
October 12, 1992
Page 3

subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.

8. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9208-MI-1621. The County Treasurer's records indicate that real estate taxes in the amount of Two Hundred Thirty-Four Dollars and Five Cents (\$234.05) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
9. At your request, this office prepared and delivered an opinion regarding the legality of the Entertainment Facility Management Agreement entered into between Vanderburgh County and Given & Spindler Management Company, Inc. Said opinion has been delivered to the Commissioners office for your review.
10. The Vanderburgh County Treasurer has been named a defendant in a petition for issuance of tax deed filed in the Vanderburgh Superior Court as Cause No. 82D03-9207-MI-1241. The County Treasurer's records indicate that real estate taxes in the amount of Eighty-Three Dollars and Forty-One Cents (\$83.41) are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed by this office on behalf of the County Treasurer.
11. In regards to the cause of action filed by Carol Lant and Betty Davis against Vanderburgh County, and the Counterclaim filed by Vanderburgh County for the appropriation of real estate owned by Ms. Davis and Ms. Lant for the Lynch Road project, a hearing was held on Thursday, October 8, 1992, and the Court appointed appraisers to determine the damages, if any, assessed to Ms. Lant and Ms. Davis as a result of said appropriation.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS


Gary K. Price

GKP/mw

**ZIEMER, STAYMAN, WEITZEL & SHOULDERS
ATTORNEYS AT LAW**

P. O. BOX 816 • 1507 OLD NATIONAL BANK BLDG.

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JOHN E. EARLY
(1912-1983)

October 12, 1992

Ms. Carol McClintock
President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, Indiana 47708

Re: Vanderburgh County Auditorium Management Agreement

Dear Ms. McClintock:

This letter of opinion is in reference to the Entertainment Facility Management Agreement (the "Agreement"), entered into between Vanderburgh County, by and through its Board of Commissioners ("County"), and Given & Spindler Management Company, Inc. ("GSM"). Specifically, this opinion will address the questions and concerns presented by the State Board of Accounts (the "Board") in its letter dated August 24, 1992, to Patrick Tuley, Vanderburgh County Treasurer (the "Examiner's Letter").

The Examiner's letter questions the legality of paragraph eleven (11) of the Agreement wherein GSM is given authority to establish a separate interest bearing commercial bank account (the "Account") within the County of Vanderburgh, "which shall be used for the exclusive use of paying operating costs" as defined under the Agreement. It is the opinion of the Board that this paragraph may be in violation of I.C. 36-2-10-9 (the "Statute"), which reads as follows:

The Treasurer shall receive money to which the county is entitled and shall disburse it on warrants issued and attested by the county auditor.

However, pursuant to the Statute, and as required under the Agreement, the Treasurer's Office does receive all money generated by the Vanderburgh County Auditorium to which the County is entitled. Furthermore, all operating expenses paid by GSM from the Account in compliance with the Agreement are pre-approved by the County and paid with funds disbursed by the Treasurer and attested to by the County Auditor.

It is the opinion of the Board that the Agreement violates the Statute since certain operating expenses for the Vanderburgh County Auditorium are being paid by GSM from the Account, and not directly by the Treasurer's Office. However, the Statute cannot be read as strictly as the Examiner's Letter suggests. It is further concluded that paragraph eleven (11) of the Agreement is in compliance with the Statute.

Indiana's Home Rule statute provides that county government is granted all powers needed for the effective operation of government of local affairs. I.C. 36-1-3-3 states that any doubt as to the existence of a power of a unit shall be resolved in favor of its existence, unless such power is in direct contradiction with a

state statute. Here, the County has the power to execute a management agreement for the operation and management of the Vanderburgh County Auditorium. Furthermore, the terms of the Agreement are not in "direct contradiction" of any state statute, but in fact support and comply with all applicable state laws.

In response to the Examiner's Letter, and in further support of the foregoing conclusion, attention is directed to the Examiner's Letter which states it knows of "no authority for county money to be held by someone other than the county treasurer or for county money to be disbursed in any other manner except by a warrant issued by the county auditor and countersigned by the county treasurer." It is the opinion of this office that the purpose of the Statute is not to require the Treasurer to physically sign every check paid to each creditor of the County, but, to ensure that the County Fiscal Body, the County Treasurer and County Auditor remain in substantive control of all county money.

This conclusion is further supported by I.C. 36-1-8 et seq., which gives statutory authority to establish a petty cash fund wherein the custodian of such petty cash fund shall use the fund to pay items of operating expense. Under this statute, a custodian, not the Treasurer, pays operating expenses from the fund. I.C. 36-1-8-3 further details the accounting methods to be utilized in handling the petty cash fund, and to ensure that the County remains

in control of the funds. As such, and contrary to the Examiner's Letter, there is statutory authority which sanctions an arrangement very similar to that provided under the Agreement, provided certain accounting safeguards are observed. Under the Agreement, this requirement is clearly met since the following safeguards are employed:

1. GSM is required to deliver to the County a monthly report which includes daily accounting of the use of the Auditorium by event, showing the user, audience size, direct cost and income derived, and a financial report which itemizes income from all sources. GSM is also required to provide in each such report a monthly expenditure and revenue financial report showing actual results for the previous month, in full line item detail including a monthly budget comparison, a listing of disbursements made from the Account and all auditorium related claims filed with the County for that month.

2. In sub-paragraph (5)(c) of the Agreement, the County must approve the Auditorium's annual operating budget. To that end, it is GSM's responsibility to submit to the County an annual operating budget in line item detail for the coming calendar year, listing all projected revenues and costs. GSM is responsible for working within the approved operating budget.

3. In paragraph (11) of the Agreement, the funds within the Account are to be used for "usual and customary" operating expenses previously approved by the County in said operating budget. Any unusual or uncustomary claims to be paid in the operation of the Auditorium must receive prior approval by the County. In the event GSM exceeds the budget, or pays an "unusual" claim without prior approval by the County, GSM shall be responsible for those additional expenses over which GSM has control.

4. The Account is in the name of the Vanderburgh County Auditorium and not GSM. As detailed in the Agreement, GSM is to act as a custodian or trustee of the Account, and, pursuant to subparagraph (11)(c), GSM must use its best efforts to operate within the guidelines of the County approved annual budget.

5. In order to further promote County control of the Account, paragraph (12) of the Agreement provides that GSM shall maintain sufficient accounting records and establish internal financial control policies and practices, including cash control procedures which are in accordance with general accounting principles, including State of Indiana regulations, and recommendations of the State Board of Accounts. It is further agreed that the County may cause a complete and certified public audit of the Account to be conducted after the close of each fiscal year. The foregoing clearly exemplifies the continuous control of the County over the

Account, as well as the fiduciary duty GSM has to the County in regards to such account.

As such, it is this office's opinion that the Agreement is in full compliance with Indiana law and specifically I.C. 36-2-10-9, and that GSM may continue managing the Auditorium under the Agreement and pursuant to the conditions and provisions therein.

Should you have any questions regarding this matter, or need further clarification regarding the same, please do not hesitate to call.

Sincerely,

Ziemer, Stayman, Weitzel & Shoulders

Gary K. Price

GKP/te

PUBLIC WORKS DEPARTMENT

AGENDA

OCTOBER 12, 1992

1. AWARD CRACK SEALING & CONCRETE PAVEMENT REPAIR
Huff Sealing \$96,378.75
Rudolph \$125,945.00
2. ORCHARD ROAD BRIDGE #158 Suppl. Agreement #3 -
Veach, Nicholson & Griggs \$1847.00
Redesign of Footings Due to Unforeseen Soil Conditions
3. GREEN RIVER ROAD-Telephone Line Relocation/Weber Parcel
Authorization for Preliminary Engineering, I.B.T.
4. U.S.I. INTERCHANGE - MARKET ESTIMATES (C-E 180(1))
Parcel #2 Mickey L. & Dorothy M. Baumeyer
Parcel #3 Lawrence W. & Virginia M. Cundiff
Parcel #6 Samuel D. & Sarah Jane Grayson
Parcel #9 Geneva Mae Edwards
Parcel #12 Daniel R. & Cheryl M. Crosser
5. PETERSBURG ROAD OVER SCHLENSKER DITCH, BRIDGE #75
Authorization to negotiate permanent & temporary
Right of Way - 4 parcels:
Anslinger
Davies
Rexing
Eissler



United Consulting Engineers & Architects

Established 1965



OFFICERS

Billie W. Jones, P.E., L.S.
Jacob E. Hall, P.E., L.S.
Kent D. Downey, P.E., L.S.
Ronald B. Miller
John D. Staley, R.A., A.I.A.

ARCHITECTS

Andrew C. Churchill, R.A., A.I.A.
John K. Hardin R.A., A.I.A.

September 29, 1992

ENGINEERS
Jeff S. Brilich, P.E.
Michael W. Cox, P.E.
Mark A. Eckert, P.E.
William E. Hall, P.E.
Anthony W. Jones, P.E.
Karen B. Kontos, P.E.
Keith A. Lytton, P.E.
Ronald C. Miller, P.E.
Ozzie Phamano, P.E.
William D. Ritchie, P.E., L.S.
Jerry D. Ritchie, P.E.
Greg L. Rominger, P.E.

Vanderburgh County Commissioners
Board of County Commissioners
County Civic Center
Evansville, IN 47708

RE: Project: ME-340()
Green River Road Section "A"
Morgan Ave. to Spring Valley Rd.

Dear Commissioners:

As you are probably aware, Theater Drive is being relocated as part of the above referenced project. During the right-of-way acquisitions in this area, excess right-of-way was granted to the adjacent property owner, Mr. Lowell Weber, to lessen residual damages. The Indiana Bell Telephone line running through this property needs to be relocated into the public right-of-way.

Indiana Bell is now asking for your approval to proceed with the preliminary engineering and the reimbursement agreements for this relocation project. The Utility Reimbursement Agreements will then be prepared by Indiana Bell and sent to you, INDOT, and FHWA for approval. We have included a letter for your signatures to be used as their notice to proceed. Please sign the letter and mail to Indiana Bell as soon as possible.

Should you need any additional information, or have any questions, please call our office.

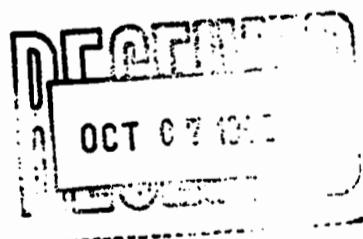
Very truly yours,

UNITED CONSULTING ENGINEERS, INC.

Anthony W. Jones, P.E.

c: Dave Savage, Acting County Engineer
Steve Dilk, INDOT
Keith Lytton, UCEI
File: 87-410

AWJ:tj



1625 N. Post Road, Indianapolis, IN 46219-1995 • Phone: (317) 895-2585 Fax: (317) 895-2596



Board of Commissioners

of the

County of Vanderburgh

305 ADMINISTRATION BUILDING

CIVIC CENTER COMPLEX

EVANSVILLE, INDIANA 47708



CAROLYN MCCLINTOCK
DON L HUNTER
RICHARD J. "RICK" BORRIES

TEL (812) 426-5241

Indiana Bell Telephone
134 N.W. Sixth Street
Evansville, Indiana 47708

Attn: Ms. Judy O'Leary

RE: Telephone line relocation project
Green River Road and Theater Drive
Approximately Station 100+00 to Station 102+00 Left, Line "A"
Weber Property

Dear Ms. O'Leary

This letter is your Notice to Proceed with the preliminary engineering, cost estimate, and preparation of the Utility Reimbursement Agreements for the above referenced relocation project.

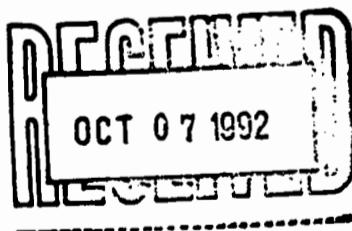
If you need additional information, or have any questions, please call Mr. Neal Sanders of United Consulting Engineers and Architects, Inc. at (317)-895-2585.

Board of County Commissioners
Vanderburgh County, Indiana

Carolyn McClintock
Don Hunter
Richard J. Borries
10/12/92
Date

c: Dave Savage, Acting County Engineer
Steve Dilk, INDOT
Keith Lytton, UCEI
File: 87-410

AWJ:tj



SUPPLEMENTAL AGREEMENT #3

This Supplemental agreement is made and entered into between Vanderburgh County, acting by and through the Board of County Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Veach, Nicholson, Griggs Assoc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on April 20, 1987 enter into an Agreement for preparing contract plans for the replacement of Bridge #158 on Orchard Road over the I.C.G. Railroad - Project #BRZ 9982.

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to modify the plans to incorporate changes required and requested by the Indiana Department of Transportation requiring a redesign of footings resulting from encountering insufficient bed rock material to support the design load.

WHEREAS, the parties hereto agree that the CONSULTANT shall cause to be implemented the additional work at a cost predicated on the attached Man-Hour Justification and it becomes necessary to amend and supplement said agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The first paragraph of Appendix "C" of the original agreement is changed to read as follows:

The CONSULTANT shall receive as payment for the work performed under this agreement the total fee not to exceed \$36,683.40 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. The following pay items in Appendix "C" are changed to read as follows:

a. Survey	\$ 1,320.00
b. Design Study Report	
c. Combined Location - Design Study & Report	
d. Environmental Services	
(1) Categorical Exclusion	

OR

(2) Environmental Assessment/FONSI

OR

(3) Environmental Impact Statement

(4) Public Hearing Hours

(5) Archaeological reconnaissance

e. Road Design and Plans (including R/W Plans)

f. Bridge Design and Plans (including approach
R/W Plans)

23,500.00

g. Plat #3

350.00

h. Signs

i.- Signals

j. Barrier Rail Revision

1,500.00

k. INDOT Design Memos & Standards Changes

2,162.50

l. Redesign of footings

1,847.00

3. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated April 20, 1987, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

Veach, Nicholson, Griggs Assoc.

By

Darrell A. Veach

President, Darrell A. Veach

ATTEST

Billy T. Nicholson

Secretary, Billy T. Nicholson

LOCAL PUBLIC AGENCY

Vanderburgh County Commissioners

By

Carolyn McClintock

President, Carolyn McClintock

By

Don Hunter

Member, Don Hunter

By

Richard J. Borries

Member, Richard J. Borries

ATTEST:

Gary K. Price

Approved as to Legality and Form:

FEE JUSTIFICATION
 BRIDGE #158 - VANDERBURGH 10696
 PROJECT NO. BRZ-9987(5)

Category Of Work	Manhours By Classification					Total Hours
	Engineer	Technician	Draftsman		Total	
Re-design of Footings	26					26
Preliminary sketches for INDOT approval ¹			4			4
Revision of Tracings			4			4
Total Hours	26		8			
Hourly Rate	25.00		8.50			
Man Hour Costs	650.00		68.00		718.00	
Overhead @ 1.2367	804.00		84.00		888.00	
Sub-total	1454.00		152.00		1,606.00	
Profit 15%	218.00		23.00		241.00	
Total	1672.00		175.00		1,847.00	

BERNARDIN · LOCHMUELLER & ASSOCIATES, INC.

PLANNERS · ENGINEERS · SURVEYORS

SUITE 608 HULMAN BLDG. · EVANSVILLE, IN 47708

TEL. (812) 426-1737

October 7, 1992

Vanderburgh County Engineer
Vanderburgh County Auditorium
715A Locust Street
Evansville, IN 47708

Attention: Ms. Carolyn McClintock, President
thru Ms. Karen Hadfield

Re: USI Interchange - Market Estimates
C-E 180 (1)
BLA Project No.#92-57-5

Dear Ms. McClintock;

Market Estimates (a low level appraisal) have been prepared for Parcels #2, 3, 6, 9 and 12. An offer will be made to purchase the property required for this project in the amount underlined in red.

IN ORDER FOR THE COUNTY COMMISSION TO GIVE AUTHORIZATION TO MAKE THE OFFER A COMMISSIONER MUST SIGN THE MARKET ESTIMATE FORM IN THE LOWER RIGHT-HAND CORNER (HIGHLIGHTED IN YELLOW).

Please return all original documents to me immediately so that the offer can be presented to the property owner.

Respectfully;

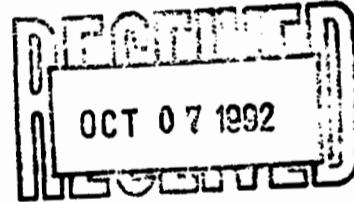
BERNARDIN, LOCHMUELLER & ASSOCIATES



Richard Z. Bennett
Project Engineer II

RZB/lak

Enclosure



STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent market value as said amount is not less than the estimate of value. Public Law 91-646 provides that said value disregards any decrease or increase in fair market value prior to the date of valuation caused by the public improvement for which this property is acquired.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in our records as:

City Evansville
USI
Project CE 180(1) Parcel 12 Road Interchange County Vanderburgh
Owner(s) Daniel R. Muller and Cheryl M. Crosser

3. Interest(s) being acquired fee simple
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one):
a. -- A total taking of the real property.
b. -- A partial taking of the real property.
5. Just compensation has been determined by standard and accepted practices and procedures. The offer for the purchase of this real property is:
\$ 250.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

a. Loss in value to remainder (severance damages) \$ -0-
b. Other damages (Itemize) \$ -0-
Total Damages: \$ -0-

7. Buildings: The amount in Item 5 above includes payment for the purchase certain buildings and improvements and their ownership shall pass to the (City) (County). These buildings and improvements are identified as follows:

does not apply

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, etc.:
The amount in Item 5 above includes payment for the purchase of the following items.
and their ownership shall pass to the (City) (County).
Unless otherwise stated below, said items were owned by the landowner:

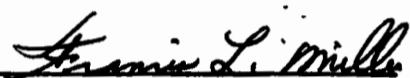
does not apply

9. The following Improvements, Fixtures, Equipment, Machinery, Signs, etc. are
separately held ownership interests in the property and are not covered by the offer:

does not apply

= 10/2/92
(Date)

Signature:



Francis L. Miller

9-29-89

MARKET ESTIMATE

Exhibit 6

Type of Property Residential Project CE 180(1)
 Location 9120 Middle Mount Vernon Road Parcel # 2
 Owner Mickey L. Baumeyer and Dorothy M. Baumeyer Name _____ Road USI Interchange
 Address 9120 Middle Mount Vernon Road, Evansville, IN 47712 County Vanderburgh
 Area and Type of Acquisition: Permanent R/W 392 sq. ft. or 0.0009 acres
Temporary R/W -0-

Comments about property to be acquired:

RESIDENTIAL Take is along the back line (south side) of subject property.

Support for the market estimate: (including improvements and cost to cure)

= Numerous comparable sales and the most recent sales in this area indicate the value of this land to be \$18,000.00 per acre or \$.4132 per sq. ft.

Unit Value of Land \$.4132 per sq. ft. X 392 sq. ft. = \$161.94

Owners will receive \$250.00 minimum purchase price.

Land Value	<u>\$161.94</u>
Cost-to-cure	<u>-0-</u>
Improvements	<u>-0-</u>
Total Due Owner	<u>\$161.94</u>
<u>minimum \$250.00</u>	

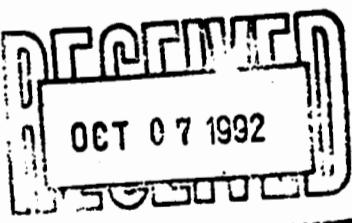
Signature: Francis L. Miller
 Name Typed or Printed
 Francis L. Miller

October 2, 1992
 Date Signed

Approved for Purchase

Signature: LPS
 LPS Official/Title

Oct. 12, 1992
 Date Signed



Page 1 of 1

STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent market value as said amount is not less than the estimate of value. Public Law 91-646 provides that said value disregards any decrease or increase in fair market value prior to the date of valuation caused by the public improvement for which this property is acquired.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in records as:

City Evansville
USI
Project CE 180(1) Parcel 2 Road Interchange County Vanderburgh
Owner(s) Mickey L. Baumeyer and Dorothy M. Baumeyer

3. Interest(s) being acquired fee simple. The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one):

- a. -- A total taking of the real property.
- b. -- A partial taking of the real property.

5. Just compensation has been determined by standard and accepted practices and procedures. The offer for the purchase of this real property is: \$ 250.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

a. Loss in value to remainder (severance damages)	\$ <u>-0-</u>
b. Other damages (Itemize)	\$ <u>-0-</u>
Total Damages: \$ <u>-0-</u>	

7. Buildings: The amount in Item 5 above includes payment for the purchase certain buildings and improvements and their ownership shall pass to the (City) (County). These buildings and improvements are identified as follows:

does not apply

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, etc.:
The amount in Item 5 above includes payment for the purchase of the following items,
and their ownership shall pass to the (City) (County).
Unless otherwise stated below, said items were owned by the landowner:

does not apply

9. The following Improvements, Fixtures, Equipment, Machinery, Signs, etc. are
separately held ownership interests in the property and are not covered by the offer:

does not apply

10/3/92
(Date)

Signature:

Francis L. Miller

Francis L. Miller

9-29-89

MARKET ESTIMATE

Exhibit 6

Type of Property Residential Project CE 180(1)
 Location 9090 Middle Mount Vernon Road Parcel # 3
 Owner Lawrence W. Cundiff Sr. and Virginia M. Cundiff Phone Road USI Interchange
 Address 9090 Middle Mount Vernon Rd., Evansville, TN County Vanderburgh
 Area and Type of Acquisition: Permanent R/W 4617.36 sq. ft. or 0.016 acres
Temporary R/W -0-

Comments about property to be acquired:

RESIDENTIAL The take lies along the south end of the subject property consisting of 0.106 acres M/L or 4617.36 sq. ft.

Support for the market estimate: (including improvements and cost to cure)

Numerous comparable sales and the most recent sales in this area indicate the value of this land to be \$11,000.00 per acre or \$ 0.2525 per square ft.

Unit Value of Land \$ 0.2525 per sq. ft. X 4617.36 sq. ft. = \$1165.588

Land Value	<u>1165.588 round to</u>
Cost-to-cure	<u>-0-</u>
Improvements	<u>-0-</u>
Total Due Owner	<u>\$1170.00</u>

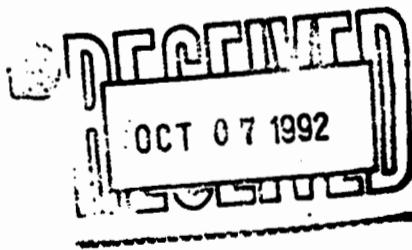
Signature: Francis L. Miller
 Name Typed or Printed
 Francis L. Miller

October 2, 1992
 Date Signed

Approved for Purchase

Signature: Cecilyn McClinton
 LPA Official/Title

Oct. 12 1992
 Date Signed



STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent market value as said amount is not less than the estimate of value. Public Law 91-646 provides that said value disregards any decrease or increase in fair market value prior to the date of valuation caused by the public improvement for which this property is acquired.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in our records as:

City EvansvilleProject CE 180(1) Parcel #3 Road _____ County VanderburghOwner(s) Lawrence W. Cundiff Sr. and Virginia M. Cundiff

3. Interest(s) being acquired fee simple. The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one):

- a. -- A total taking of the real property.
- b. -- A partial taking of the real property.

5. Just compensation has been determined by standard and accepted practices and procedures. The offer for the purchase of this real property is: \$ 1,170.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

a. Loss in value to remainder (severance damages) \$ -0-b. Other damages (Itemize) _____ \$ -0-Total Damages: \$ -0-

7. Buildings: The amount in Item 5 above includes payment for the purchase of certain buildings and improvements and their ownership shall pass to the (City) (County). These buildings and improvements are identified as follows:

does not apply

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, etc.:
The amount in Item 5 above includes payment for the purchase of the following items,
and their ownership shall pass to the (City) (County).
Unless otherwise stated below, said items were owned by the landowner:

does not apply

9. The following Improvements, Fixtures, Equipment, Machinery, Signs, etc. are
separately held ownership interests in the property and are not covered by the offer:

does not apply

70/1/92

(Date)

Signature:

Francis L. Miller

Francis L. Miller

9-29-89

MARKET ESTIMATE

Exhibit 6

Type of Property Residential Project CE 180(1)
 Location _____ Parcel # 6
 Owner Samuel D. Grayson and Sarah Jane Phone Grayson Road USI Interchange
 Address 119 W. Buena Vista, Evansville, 47712 County Vanderburgh
 Area and Type of Acquisition: Permanent R/W 0.068 or 2962.08 sq. ft.
 Temporary R/W -0-

Comments about property to be acquired:

RESIDENTIAL The take lies along the south side and back end of the subject property consisting of 0.068 acres M/L or 2962.08 sq. ft.

Support for the market estimate: (including improvements and cost to cure)

Numerous comparable sales and the most recent sales in this area indicate the value to be \$22,000.00 per acre.

Unit Value of Land \$.5050 per sq. ft. X 2962.08 sq. ft. = \$1495.99 round to \$1500.00

Land Value	<u>\$ 1495.99 SAY</u>
Cost-to-cure	<u>-0-</u>
Improvements	<u>-0-</u>
Total Due Owner	<u>\$1500.00</u>

Signature: Francis L. Miller
 Name Typed or Printed
 Francis L. Miller
October 2, 1992
 Date Signed

Approved for Purchase

Signature: John E. Clinton
 LPA Official/Title

Oct. 12, 1992
 Date Signed

Page 1 of 1



STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent market value as said amount is not less than the estimate of value. Public Law 91-646 provides that said value disregards any decrease or increase in fair market value prior to the date of valuation caused by the public improvement for which this property is acquired.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in records as:

City Evansville
USI
Project CE 180(1) Parcel 6 Road Interchange County Vanderburgh
Owner(s) Samuel D. Grayson and Sarah Jane Grayson

3. Interest(s) being acquired fee simple
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one):

- a. -- A total taking of the real property.
- b. -- A partial taking of the real property.

5. Just compensation has been determined by standard and accepted practices and procedures. The offer for the purchase of this real property is: \$1500.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

a. Loss in value to remainder (severance damages) \$ -0-

b. Other damages (Itemize) \$ -0-

Total Damages: \$ -0-

7. Buildings: The amount in Item 5 above includes payment for the purchase certain buildings and improvements and their ownership shall pass to the (City) (County). These buildings and improvements are identified as follows:

does not apply

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, etc.:
The amount in Item 5 above includes payment for the purchase of the following items,
and their ownership shall pass to the (City) (County).
Unless otherwise stated below, said items were owned by the landowner:

does not apply

9. The following Improvements, Fixtures, Equipment, Machinery, Signs, etc. are
separately held ownership interests in the property and are not covered by the offer:

does not apply

5/10/3/98

(Date)

Signature:

Francis L. Miller

Francis L. Miller

9-29-89

MARKET ESTIMATE

Exhibit 6

Type of Property Residential Project CE 180(1)
 Location 8810 Middle Mount Vernon Road Parcel # 9
 Owner Geneva Mae Edwards Phone Road USI Interchange
 Address 8810 Middle Mount Vernon Road County Vanderburgh
 Area and Type of Acquisition: Permanent R/W 2955 sq. ft.
-0-
 Temporary R/W

Comments about property to be acquired:

RESIDENTIAL The take lies along the back line (south side) of subject property and consists of 2955 sq. ft. this is a larger percentage of the total area than the average.

Support for the market estimate: (including improvements and cost to cure)

Numerous comparable sales and the most recent sales in this area indicate the value of this land to be \$22,000.00 per acre.

Unit Value of Land \$.5050 per sq. ft. X 2955 sq. ft. equals \$1492.42 round to \$1500.00

Land Value	<u>\$ 1492.42</u> round to
Cost-to-cure	<u>-0-</u>
Improvements	<u>-0-</u>
Total Due Owner	<u>\$1500.00</u>

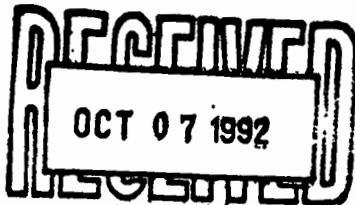
Signature: Francis L. Miller
 Name Typed or Printed
 Francis L. Miller
October 2, 1992
 Date Signed

Approved for Purchase

Signature: M. Clinton
 LPA Official/Title

Oct. 12, 1992

Date Signed



STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is considered to represent market value as said amount is not less than the estimate of value. Public Law 91-646 provides that said value disregards any decrease or increase in fair market value prior to the date of valuation caused by the public improvement for which this property is acquired.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in our records as:

City Evansville
USI

Project CE 180(1) Parcel 9 Road Interchange County Vanderburgh
Owner(s) Geneva Mae Edwards

3. Interest(s) being acquired fee simple
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one):

- a. -- A total taking of the real property.
- b. -- A partial taking of the real property.

5. Just compensation has been determined by standard and accepted practices and procedures. The offer for the purchase of this real property is:

\$ 1500.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

a. Loss in value to remainder (severance damages) \$ -0-

b. Other damages (Itemize) \$ -0-

Total Damages: \$ -0-

7. Buildings: The amount in Item 5 above includes payment for the purchase certain buildings and improvements and their ownership shall pass to the (City) (County). These buildings and improvements are identified as follows:

does not apply

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, etc.:
The amount in Item 5 above includes payment for the purchase of the following items,
and their ownership shall pass to the (City) (County).
Unless otherwise stated below, said items were owned by the landowner:

does not apply

9. The following Improvements, Fixtures, Equipment, Machinery, Signs, etc. are
separately held ownership interests in the property and are not covered by the offer:

does not apply

-10/2/91

(Date)

Signature:



Francis L. Miller

9-29-89

MARKET ESTIMATE

Exhibit 6

Type of Property Residential Project CE 180(1)
 Location 8771 Middle Mount Vernon Road Parcel # 12
 Owner Daniel R. Muller and Cheryl M. Crosser Phone _____ Road USI Interchange
 Address 8771 Middle Mount Vernon Road, Evansville, IN 47712 County Vanderburgh
 Area and Type of Acquisition: Permanent R/W 0.003 acres or 130.68 square feet
 Temporary R/W -0-

Comments about property to be acquired:

RESIDENTIAL The take lies along the front end of subject property (south side) consisting of 0.003 acres or 130.68 square feet.

Support for the market estimate: (including improvements and cost to cure)

Numerous comparable sales and the most recent sales in the area indicate the value of this land to be \$18,000.00 per acre.

Unit Value of Land \$0.4132 per sq. ft. X 130.68 sq. ft. = \$53.996
\$53.996 = minimum amount \$250.00

\$0.4132 per square ft. X 130.68 =
 Land Value \$54.00
 Cost-to-cure -0-
 Improvements -0-
 Total Due Owner \$250.00
minimum amount

Signature: Francis L. Miller
 Name Typed or Printed
 Francis L. Miller

October 2, 1992
 Date Signed

Approved for Purchase

Signature: John Clinton
 LPA Official/Title

Oct. 12, 1992
 Date Signed





**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

MEMO TO COMMISSIONERS
FROM MARK ABELL
RE: WEEKLY ACTIVITY REPORT W/E 10-09-92

Had a meeting with Dave Savage and Mrs. Fred Peter on Wimberg Rd. involving the upcoming widening of the road in front of her house. This is being addressed by the County Garage and Dave is in the lead.

Went to Fairfield Illinois on fact finding trip.

Discussed revolving weed fund with Joe Harrison Jr. He suggested I have Jeff Wilhite set up the fund similar to the fund set up at Burdette Park.

Processed many complaints involving road pavings, drainage, loose dogs and cats, speeding complaints, etc.

Met with Jim Daniels to discuss yardwaste composting.

**MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 19, 1992**

I N D E X

Subject	Page No.
Meeting Opened @ 5:30 p.m.	1
Introduction & Pledge of Allegiance	1
Request for Smart Light/USI	1
Sympathy Extended to Family of Tom Cahill/State Board of Tax Commissioners	1
Authorization to Open Bids/Local Area Network (LAN)	2
Report re Site Remediation at County Garage by Donan Engineering	2
Travel Ordinance	7
Request to Place Copy Machine in County Recorder's Office (Mortgage Investigation, Inc.)	8
County Attorney/Jeff Wilhite	9
Written Report	
Dixon/Schmidt Condemnation Suits	
Mesker Wrongful Death Case	
Superintendent of County Bldgs./Mark Abell	11
Consent Agenda	11
RFP for Qualified Financial Institutions (To be advertised 10/22 and 10/29, with Proposals being opened on 11/9)	
Approval of Minutes (9/8, 9/28, and 10/12)	
Check/TCI, Inc. (\$38,270.32)	
Annual Haunted Forest/Burdette Park	
Old Business (None)	
New Business (None)	
Meeting Recessed @ 6:35 p.m.	12
Meeting Reconvened at 7:00 p.m.	12
Rezoning Petitions: VC-7-92 (3rd Reading) Approved	
Meeting Adjourned @ 7:12 p.m.	13

MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 19, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, October 19, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

Commissioner McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff, and asked the group to stand for the Pledge of Allegiance.

RE: REQUEST FOR SMART LIGHT/USI

President McClintock asked if there are any individuals/groups who wish to address the Commission but do not find their particular item of interest on tonight's agenda.

Mr. Richard Helzerman of Pinnacle Computer, Inc. was recognized and stated he resides in Newburgh, Indiana. He has two children who went to USI as students. His one daughter graduated this year with a 3.98 average in business administration. He would ask the Commission to put what is called a **smart light** by USI. He knows we're planning to eventually install an overpass, etc. In the interim, if the Commissioners will go out there between 9:00 and 9:00 a.m., there is a long line of cars trying to make a left turn and there is a lot of traffic coming into the City from there. A lot of the students will go around. They go up to the next cut over and turn around and come back around -- and it's a very dangerous situation. A **smart light**, he understands, cost something like \$70,000. But that's a very small price to pay compared to what would happen if you had three or four cars pile up there. He understands that even if we did put in the overpass that there will still have to be a traffic light there. Thus, it's not costing us that much more. He thinks if we could put in the 70,000 **smart light**, the \$1 million cost to put in the overpass could better be used somewhere else.

He also noted a new Ordinance in the newspaper with regard to traffic tickets. For parking tickets and speeding tickets the maximum was \$2,500. He thinks this is excessive and would like to see this reduced to \$500 or \$200.

Ms. McClintock asked Mr. Helzerman what he is describing as a **smart light**.

Mr. Helzerman responded, "A **smart light** is one that knows the traffic. In other words, it would sit there green all the time until someone comes to make a left turn. When they make a left turn, it then waits a certain amount of time. It would shut off the other traffic and then the students would know they can get through regularly. The minute the last vehicle goes through the light changes. It's just a matter of putting the mechanism in the pavement and when somebody is there it stops. When nobody is coming through it shuts off immediately - so the rest of the traffic can come through."

Commissioner McClintock said she just wanted to be sure they were thinking about the same thing. She then thanked Mr. Helzerman.

RE: SYMPATHY EXTENDED TO FAMILY OF TOM CAHO/STATE BOARD
OF ACCOUNTS

President McClintock said she wanted to take a few minutes to extend the sympathy of the Board of Commissioners and all of the

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County Employees to the family of Tom Caho. Tom was with the State Board of Tax Commissioners and spent a great deal of time in Vanderburgh County and was well known to many County employees. He was killed yesterday in a freak accident; he was working on his automobile. It fell on him and killed him -- and he was found by his two teenage sons.

RE: AUTHORIZATION TO OPEN BIDS - LOCAL AREA NETWORK

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Attorney Wilhite was authorized to open the subject bids and read them into the record at a later point in the meeting.

RE: REPORT RE SITE REMEDIATION AT COUNTY GARAGE/DONAN ENGINEERING

Mr. Alan Frederick was recognized and said that he wants to introduce the Donan staff. His wife took a position out of state earlier this year and he has been working on a transition. He left Donan Engineering effective September 30th and is moving to Columbus, Ohio. Mr. Donan asked him to introduce himself and Mr. Darren Helms, the engineer. The latter will present information to the Board.

Mr. John Donan said he admires Alan Frederick for taking the position he has -- giving up what was a very responsible position and a promising career to go to Columbus to be with his wife. He congratulates him on taking that stand. He's sure it took a lot of courage. He does want to convey to the Commissioners that Donan feels the job at the County Garage is extremely important. He just wanted to come down and assure the Commissioners of this and introduce Darren Helms and symbolically pass the torch to Mr. Helms, who will be the Project Engineer.

Mr. Helms said he has been the Project Engineer on this activity. Tonight he is will summarize, in brief, their treatability report. Before he begins, he would like to review what they've been under contract to the County to actually accomplish -- what their objectives are. They had five objectives they were presented with to accomplish in this project. The first was to draw up a project work plan to govern the project for their internal uses; how to direct the project and how to proceed. That has been accomplished.

The second activity was to run a bench scale bioremediation process to determine the feasibility.

The third objective was to run a bench scale asphalt recycling process to determine its feasibility.

The fourth objective was to prepare contract documents and specifications for the project -- Phase III.

The final objective was to handle the bid letting.

These are the five things they were under contract with the Board of Commissioners to accomplish. At this time they have accomplished three of those tasks, being the project work plan, the bioremediation, the bench scale and the asphalt recycling bench scale. He'd like to summarize each of these and tell the Board what they have come up with in those activities.

Before they began the bench scale bioremediation on the asphalt they had to go to the site and do site investigations, which includes sampling. During their sampling process they sampled the areas identified by Heritage Remediation in their 1992 report. While they were investigating they found out that three of the sectors, which they had drawn up themselves and as shown in the sampling analysis plan in the report -- had low levels of

contamination -- something that would not need remediation. Another sector they tested in (Sector 4) -- well, three sectors in the south portion of the project comprising about three-quarters of an acre on the Mill Rd. side -- and Sector 4, the other area, being in the east central portion of the site near the railroad tracks and near the fence in that area. This area had large amounts of #2 stone coated with lots of bituminous material. They found that this area will probably have to be sent to the landfill; there is no way they can utilize it in any of our asphalt recycling process or bench scale process. There's about 1,500 cubic yards there. They feel the rest of the area (about an acre) can be bioremediated for asphalt recycling. So that is basically what they came up with in their field investigations. As he said, they collected samples of aggregate and samples of soil. They took those back to their office and completed their bench scale remediation. In that process they took a composite sample from the site and conducted their experiment. They had thirteen (13) individual samples selected from the composite ample which, in actuality, represents an equal distribution of contaminants in the composite sample. They took this and put it in their containers. They added air to the sample; they had differing levels of moisture content and added differing levels of fertilizer to the sample. Their goal was to find the proper amounts of each that would promote the greatest bioremediation. What that does, the bugs in the soil eat the petroleum products and they are referred to as degraders. These soils eat the petroleum constituents in the soil and reduce the amount of total petroleum hydrocarbons. They've found in this that they're at a range of about 66% to 91% reduction in the total petroleum hydrocarbons. They selected a combination of the air flow, the water content and the nutrient content to promote the bioremediation, that being a sample which actually reduced the petroleum contamination to approximately 89%. Therefore, he thinks their bioremediation has been very successful. Their bench scale shows it will really work at the site. That is definitely a plus.

For their asphalt testing, they took their sample, they contracted with a laboratory in Phoenix, AZ, which was familiar with asphalt recycling, -- there is really no person in this area that could actually address this problem or come up with design. It is something that is unique -- it's not done everywhere. It's relatively a new technology. Western Technologies took this sample and ran engineering tests on it and came up with a mixed design that provides for an asphalt base coarse. Relatively speaking it is a very good asphalt base coarse, given the constituents of the aggregate base that we supplied them with. The constituents of that design are also shown in the written report.

With regard to the recommendations they feel appropriate for this site remediation and what they feel should be done at the County Garage.

- 1) Totally landfill Sector #4, which is the sector with the #2 stone and bituminous aggregate. That is of no use for anything. It is bad material and we definitely cannot use it. They will definitely landfill 1,500 cubic yards.
- 2) They will talk with IDEM and stress to them they definitely want to exclude Sectors 1 thru 3 from the remediation. This would greatly reduce the remediation costs at the site.
- 3) Complete design plans for two alternatives, as shown in the report.
 - 1) Totally landfill the remainder of the entire area, which is Sectors 5 thru 7. That area is basically the north portion of the site that has been contaminated. This is Alternate #1 -- at a total cost of \$470,000.

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- 2) The second alternative would be to bioremediate and asphalt recycle the northern portion of the project, which is Sectors 5 thru 7. The cost for that is \$407,000.

Donan Engineering recommends these two alternatives and it will be up to the Commission to decide which would be most advantageous to them. Of course, there are pluses to both sides. The environmentally sound solution would definitely be to bioremediate and asphalt recycle. But then again you have to look at the time it is going to take to do that. You have to look at the disturbance it is going to be causing the property -- and that is probably a major concern to the Superintendent, Fred Howard -- how much we are going to disturb that property when he is trying to work out there. Another thing about the asphalt recycling is that it is going to take up the portion of the site in the northwest corner, which is a good location to perform these bioremediation activities. It is probably going to take anywhere between a 120 sq. ft. to 140 sq. ft. area, which is about 114,400 sq. ft. of the site. So this is something that needs to be addressed -- to see which is the best alternative for the County Commissioners. Mr. Helms then entertained questions.

Commissioner Hunter said, "If I'm reading this map correctly, you did random samples in various locations. Why weren't the sectors in the northern portion sent for lab analyses?"

Mr. Helms responded, "From our field investigations we did find that the north portion of the site had considerable contamination -- so we knew there was no reason to send those for analyses. The south portion was found to have low levels and to check our readings we sent samples in for lab analyses to be sure that we actually had our instruments calibrated correctly."

Commissioner McClintock asked how long Mr. Helms thinks it will take to do Alternate #2?

Mr. Helms said that from their bench scale they found that they can reduce the contamination about 90% in two weeks. That reduced it from 1,582 ppm to about 145 ppm and our threshold is about 100 ppm -- but they don't expect that good results in the field. Their estimate is two months for 1,000 cubic yards. We have approximately 3,100 cubic yards of soil to bioremediate and 3,331 tons to asphalt recycle. So we're looking at a minimum of two months per 1,000 cubic yards or a total of six months to bioremediate and possibly longer due to field conditions that are different. It is really hard to estimate what it is going to take in the field -- but this is their best estimate.

Ms. McClintock said Alternate #2 will take approximately six (6) months. How long would Alternate #1 take?

Mr. Helms said Alternate #1 would take considerably less than that -- we're probably talking three weeks to a month -- and that is just to excavate the soils and move them -- depending on who actually does the work. The County could save money if they would do the work themselves. If the County wants to use their work force to excavate the soils (which he is sure they have the capability of doing) he thinks they can greatly reduce those costs -- but we do have to bring the field material back in, of course. It would take considerably less time to landfill the contaminated material and disturb the site less.

Commissioner McClintock asked that when Mr. Helms writes his specifications if he can coordinate with the County Garage to see what work they could do and then we can bid it both contractor all the way and private contractor utilizing County work force?

Mr. Helms said he doesn't think the County has the capability of either asphalt recycling or paving. They did have a pug mill at

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one time. He talked with Dave Franklin, the one time interim superintendent at the Garage, and he said it would take a considerable amount of money to refurbish the pug mill and make it usable. The County could possibly do everything with the exception of the asphalt recycling and the paving, which includes all the excavating and the hauling. He is not sure what size dump trucks they have or what means they have to haul the material to the landfill. That definitely can be coordinated with the Superintendent. We'll have to phase this project, because we need to keep the garage operable for him.

Ms. McClintock said, "So what you're asking for this evening is approval of this plan and it then goes to IDEM for their approval. Once they approve it, Donan would then prepare the final design specifications and contract document?"

Mr. Helms said that is correct. We also probably need to keep in mind that if this is not approved by IDEM, then possibly we will have to remediate the entire site -- which would add considerable cost to the project. The things presented here will save approximately \$363,000 on Alternative #1, if used. If we landfill all the material and include the sectors which they have excluded -- which would be the entire area, it would be about \$360,000 more than the total shown at the bottom of the report.

For Alternative #2, it would add about \$260,000 to the cost of the project if all sectors were included in the project. So it is of the utmost importance to have IDEM approve this, as presented, in order to save the County a lot of money. In response to query from Commissioner McClintock, Mr. Helms said the Commission does not have to choose between the alternatives this evening -- they are all part of the plan that goes to IDEM. Alternative #3 is for the County to do the work themselves -- everything with the exception of the asphalt recycling and paving.

Commissioner McClintock asked if Mr. Helms has any feel for what IDEM will say? The plan is fine? Pick any of the three alternatives? Is he familiar with other plans like this in Indiana? Do they lean more towards Alternative #1, #2 or #3?

Mr. Helms said he really couldn't say, as he has no idea. They're going to present it to them and, hopefully, they will approve it. He thinks they've (Donan) used good judgment in the way they actually proceeded with the project. They drafted a sampling analysis plan, which is enclosed in the report, and they've done the most they could to be non-selective in the way they locate their sampling locations. The sampling locations were all generated by computer, so they are definitely random. Some samples were judgmental in nature because they thought there was a hot spot in certain locations. But the ones in the South portion of the project which were clean were definitely random samples -- and they actually were inside the hot areas that were identified by Heritage Remediation -- so this gives him further confidence in those samples.

Commissioner Hunter asked, "Once we approve this, do you have any idea what the turnaround time with IDEM will be?"

Mr. Helms said that is very hard to say. Allen, with his experience, might have some knowledge of that.

Mr. Frederick commented, "What we thought we would do -- we originally were going to hand carry this recommendation to them. They are in contact with our point of contact, Mr. Sickles, and he suggested that we deliver them to them and give them a chance to review same -- and then come back and answer questions that they may have. When he originally submitted the recommendation on the bioremediation in the asphalt, he hand carried that there, because they had not seen that concept before and that is when they

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approved of the process but then said, 'Fine, prove it to us and then we'll approve it.' So, based on that, once they have an opportunity to review it they should give us a relatively smooth turnaround and then allow Donan to proceed with the next step. It will then be the Commission's choice then as to which alternative would be in our best interest. Reading between the lines, IDEM is going to lean towards the more environmentally sound bioremediation and asphalt recycling because we're not going to take approximately 6,000 cu yds. to the landfill -- only 1,500 cu. yds., and the rest of it will become parking lot."

Ms. McClintock said she thinks the reason that is an acute question is because back in February we had asked (per the County Engineer's request) for an appropriation of \$450,000 into the contractual services account to pay for the remediation at the garage. If we're not going to be needing that money to be used in 1992, she knows that if it can be used for such the Sheriff would certainly be interested in purchasing his computer equipment for the new Sub-Station -- and she is sure there are other things we could use that money on. If that is going to happen and he doesn't think we're going to be able to spend it this year, then we should unencumber it and go ahead and appropriate it to spend for other items.

Mr. Helms said, "As far as an Agreed Order goes governing this site remediation, the time frame which we're allowed -- if we started construction next spring (which is, of course, the best time for remediation -- when we have warm weather) is that going to affect that any, or are they doing something they shouldn't there? He is concerned possibly with the time frame allowed by the Agreed Order.

Attorney Wilhite commented, "As long as we're working and communicating, I'm not concerned about getting any time extensions. But if we're working together, by agreement we can extend that."

Mr. Helms said, "What we've foreseen doing is actually beginning the project -- or if you decide to go out to bids for this project -- we'd begin it early in the spring -- let the bid in March or something like that, where you have the entire spring, summer and fall to actually work on the bio -- if that alternative were chosen. Of course, if you want to excavate the landfill, that is also going to have to occur in the spring and the summer."

Mr. Hunter asked, "Do you think it will take between now and the spring to get IDEM to approve this?"

Mr. Helms said he wouldn't anticipate it taking this long, but it possibly could. From an engineering standpoint, he is just thinking it would be best to wait until spring when we have good weather. As far as their approving it, it is hard to say how long it would take.

Mr. Hunter said this has been dragging on for several years and he thinks it is time we put this to rest -- and we need to get on with it.

Mr. Helms said they can do all they can -- make phone calls or whatever -- but it's just up to them when they get around to it. They have stacks of reports on their desks and all around the office.

Mr. Savage asked, "If you present all three alternatives to them, are they much more likely to accept the bioremediation? I'm thinking, should we look at the impact on the garage activities before we submit these three options to them, as opposed to afterwards? If we submit them initially they may come back and say that the only thing acceptable is the bio, which may work -- but it may be disastrous to the garage operations."

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Mr. Frederick commented, "That scenario has come up before and it is a good point. You could say to us, 'Submit this without that alternative in there -- but the bioremediation and the asphalt recycling might not inhibit their activities if the planning and the specifications say, 'Okay, we can this section now; this section; and never really have an adverse effect. It's just going to take a little longer to do it -- and that may not even cause the cost to be anymore, but instead of three or four months it could be a little longer -- and we always had expected to have to work around their activities."

Commissioner McClintock stated, "I, for one, have to support the bioremediation and asphalt paving efforts. I can't support landfilling all that into Laubscher Meadows at this point. And I can't visualize ever being able to support that -- so I'm sure we can find a way to work around it if we decide that is the recommendation we want to follow. Ms. McClintock then entertained further questions.

Commissioner Borries asked, "Is there any time of year that we could not do this -- if you're looking at this bioremediation? Because what we are talking about is using bugs, right?"

Mr. Helms said that it can be done during the winter, but it's not real effective -- it takes a longer period of time to get rid of the hydrocarbons.

Mr. Hunter asked if it would be possible to do some of the areas in the winter time that are less contaminated?

Mr. Helms responded, "It's a possibility; but it's hard to say which areas aren't contaminated more than other areas."

Mr. Hunter asked, ""You really don't have those numbers then?"

Mr. Helms responded, "No, it's hard to say. We've taken random soil samples from the site and until you actually dig it up you don't know what's actually there. So it's hard to isolate an area that is contaminated less than another area."

Mr. Hunter asked, "And these happy little bugs do these things after the first of spring? Is that what we're saying?"

Mr. Helms responded, "The warmer it is the better they work.

Commissioner McClintock entertained further questions. There being none, a motion was entertained to approve the report to submit it to IDEM for their approval so we can move forward.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: TRAVEL ORDINANCE

President McClintock said that sometime last spring as the result of our County Employee group, we had increased our mileage allowance from 15 cents to 28 cents per mile. We checked with the City and voted in a Commission Meeting to increase the mileage allowance., The State Board of Accounts now tells us that County government can't pay 28 cents per mile and they would like for us to immediately change that back to 25 cents per mile.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. Mr. Borries said he believes we may have to rescind the Ordinance.

Commissioner Borries said Ms. McClintock said the City is paying 28 cents per mile. What did the State Board of Accounts say about that?

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Ms. McClintock said that is the information the Commissioners based their decision on.

Ms. B. J. Farrell said the City can do it, but the County can't. She honestly doesn't remember the explanation. The City can do it, -- but the County falls under State guidelines.

Ms. Matthews said she believes there were also other changes.

Commissioner McClintock said Joanne Matthews will send a copy of the current Ordinance to Attorney Wilhite so he can bring back an Amendment to that Ordinance. But, as of now, it is 25 cents per mile.

RE: REQUEST TO PLACE COPY MACHINE IN COUNTY RECORDER's OFFICE/MORTGAGE INVESTIGATION, INC. - JAMES C. BOYLE

President McClintock said Mortgage Investigation, Inc. had talked with Bob Steele, the County Recorder, and expressed interest in placing a copy machine in his office. What she indicated to Mr. Steele was to have the firm send a Request Letter to the Commission. At the same time, she asked Mr. Abell to check and our current charge to the other mortgage companies (Evansville Titles and Hoosier Abstract) is \$15.50 per sq. ft. per year. The Commission asked Mr. Boyle to come this evening to submit his request.

Mr. Boyle said the only thing he wants to add to what Ms. McClintock has said is that they are talking about a spot just large enough to put a copy machine in. Bob has no problem with it. They'll probably get a machine identical to the one he has and the area required would be about 4 ft. by 4 ft. They are going to begin building a title plant in their office and will be making lots of copies of the records in the Recorder's office. In order to do that they'd be tieing up the Recorder's machine, which would not be too beneficial to them.

Ms. McClintock asked if Mr. Boyle is willing to pay the County \$15.50 per sq. ft. for 16 sq. ft. per year?

Mr. Boyle responded affirmatively.

Mr. Abell asked, "Do you use the copy machine that is currently in the Recorder's office?"

Mr. Boyle responded affirmatively.

Mr. Abell asked, "So you pay a per copy charge?"

Mr. Boyle again responded affirmatively.

Mr. Abell asked, "Then you'd no longer use their machine?"

Mr. Boyle responded, "We'd use ours. The machine we're talking about copies microfilm. They also have a machine that copies documents that aren't on microfilm and we'd continue to use that one."

Mr. Abell said he was just trying to determine if we're going to have a net loss there or something.

Mr. Boyle said there would be some.

Ms. McClintock entertained a motion to approve the request.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

COUNTY COMMISSIONERS
October 19, 1992

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RE: READING OF BIDS - LAN (LOCAL AREA NETWORK)

Attorney Wilhite proceeded to read the bids, as follows:

Automated Office Solutions	\$44,590
Kolb & Associates	\$35,456
Pinnacle Computer Services	\$94,160

Mr. Wilhite said the bids appear to be in order.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the bids are to be taken under advisement and a recommendation made at a later date by the Purchasing Department.

RE: COUNTY ATTORNEY - JEFF WILHITE

The meeting continued with Attorney Wilhite saying he has submitted his written report and there are a couple of action items. The first two items concern two condemnations. In both cases we had offered a little bit less, but not substantially less, than the Court appointed appraisers. To brief the Board on this process, we do our appraisals (in this case David Matthews did it with a review by Bob Reed). The County Engineers brings them to the Commission; the Commission approved making the offer based upon that; they rejected them; we filed a lawsuit; the Court said we have a right to take the land but appoints their own appraisers to go out and on the Schmidt case those Court appointed appraisers said the property that we're taking is worth \$20,000 as opposed to the \$13,500 that our appraisers came up with. In the Dixon case, we had offered \$1,800 and the Court appointed appraiser said \$4,500. The Commission needs to tell him tonight if they want him to object to that and push it to trial. Even if we agree to them, there is a chance that one or both would go to trial anyway -- because the landowner probably wants a whole lot more. So both sides have a chance to take it to trial. He needs to know if the Commission wants to try it or would they be happy with this as it is? David Matthews and Bob Reed are both reputable appraisers and he's used them at trial. His only concern in advising the Commissioners automatically to fight it is that the difference compared to the legal fees to fight it might not justify it. We're talking \$6,500 difference is the first one and \$2,700 in the second one. The Board could authorize him to go ahead and preserve our rights and fight it -- just technically -- to sort of see what happens -- but ultimately, settle it reasonably. What he is reporting here tonight is that we have a couple of critical days here. If the Board wants to ever fight it, then he needs to file an exception with the Court. If the Commissioners are not comfortable telling him to give up, they can tell him to fight it technically -- but don't spend a whole lot of money on it. If it starts costing a lot of money, we could roll over at some point. All he's asking for this evening is to file the exceptions technically and then we can see. He's not necessarily recommending filing that, he just needs to know what the Commission wants him to do.

Ms. McClintock asked, "What are your recommendations?"

Attorney Wilhite responded, "On the Dixon case, it is not worth the \$2,700 to fight it. He would not recommend authorization there."

On the \$6,500 in the Schmidt case, it is probably worth filing the exception just to see how serious the Schmidts are about fighting it -- but at some point before we spend \$20,000 fighting it, if they are willing to take around \$20,000 we probably ought to pay it. His recommendation would be not to file the exceptions on Dixon, but to file the exceptions on Schmidt with the understanding that he is not to spend tens and tens of thousands of dollars fighting it.

Ms. McClintock entertained a motion to accept the aforementioned recommendation or do something differently.

Motion to accept the recommendation of Attorney Wilhite was made by Commissioner Hunter, with second from Commissioner Borries. So ordered.

Mesker Wrongful Death Case: With regard to this matter, Attorney Wilhite reported that the Courts settled this and he has the claim form to be signed.

RE: COUNTY ENGINEER - DAVE SAVAGE

Supplemental Agreement/Lynch Rd./Phase I: Mr. Savage stated that at the eastern end of the project it has become apparent as the Phase II design is getting started that some of the projected turning movement counts which have recently been updated indicate there is not enough room for left turn storage there. The I-164 ramps are only about 500 ft. away from Burkhardt Rd. and they need to provide for a wider median in Phase II. That would not be a problem on Phase II, but they are going to have to go back up into Phase I on the other side of Burkhardt Rd. to do that. He thinks clearly this needs to be done to avoid a situation similar to Lloyd and Stockwell Rd. where traffic backs up in the left turn lane and blocks one of the thru lanes. They do need to proceed with that Phase I change quickly so it doesn't hold up the project. They've prepared the Supplemental agreement and he recommends approval of same by the Commission.

Ms. McClintock entertained questions. There being none, a motion to approve was entertained.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Schmitt Lane/Additional Curb Work: Mr. Savage said he has some sketches outlining two alternates. The first basic recommendation is shown on the first sketch. The new curb that would be added is highlighted in yellow. That, together with some water diverters and driveway approaches. This alternate basically takes care of the drainage problems that are currently there after the improvement project earlier this year was completed. The add alternate that he shows on the next sheet -- as the Commissioners will recall, several of the residents were here and were concerned that this small section should not be left without curb -- and the add alternate simply provides to do that. It would require some pipe at the end and an easement to carry that water down the hill without eroding. If we put curb in there it will concentrate the water.¹ The residents have indicated that there was a pipe there in the past that was covered up. He thinks we don't know whether or not that pipe operated and it would be best to just put a new pipe in if we go with that route. The prices are indicated on the first sheet. One of the residents, Mrs. Gumbels, is here and wanted to express her concerns that the add alternate be implemented. Mr. Sudholt, her neighbor, indicated to him and to Mark Abell that he could not be here, but wanted Mr. Savage to express his strong concerns that he felt it was ridiculous to do the basic option and put curbs the rest of the way around. He also expressed concern that if we did the basic recommendation, there was still the possibility that once we force the water away from his driveway -- that it would still erode down the hill -- and that would be an out.

Ms. Nancy Gumbel said she lives on the end of Schmitt Lane. There was a drainage originally there and it did work. She feels she's paid taxes nineteen years out there and deserves whatever she deserves on that end of the street. Whether or not it cost more, she feels they have the right to acquire the curbing to make the neighborhood look proper and also with having the curbing on the

road the rest of the way -- true there will have to be some alterations made to the drain, but she is willing to let people come onto her right-of-way to do that work, says Mr. Sudholt -- so we can get this thing corrected and taken care of since it has drug on for over six months now. It was not properly done in the first place and she thinks it needs to be taken care of. She is not an engineer, but she knows what looks proper and she feels she pays as much in taxes as the other end of the lane does and maybe even more -- because she does own farm ground. She'd like to see her taxes used and it's not like this road has ever been worked on during the past several years. This is the first time it has been worked on in nineteen years.

Ms. McClintock entertained questions. There being none, a motion was entertained to approve the basic recommendation with the add alternate at a total expense of \$12,000.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Savage said he still needs to get the estimate on the add alternate. Since it is under \$25,000 would it be okay to get three quotes on it and proceed with the lowest quote.

Ms. McClintock asked Attorney Wilhite if this is legal?

Attorney Wilhite said that is fine.

Commissioner Borries asked if Mr. Savage intends to do that project yet this year?

Mr. Savage responded, "Hopefully."

RE: SUPT. OF COUNTY BUILDINGS - MARK ABELL

In response to query from Commissioner McClintock, Mr. Abell said he has his written report. If there are any questions, he will handle those straightforward. He will await the Board's guidance on the matter of obtaining original cost estimates for the older County buildings.

Ms. McClintock said it was decided last week that we wanted him to give us a bid on what those appraisal updates would be.

Mr. Abell said he thinks last week we wanted to talk about what they are worth now. But according to the SBA, they want the original cost figures to go on the record -- or at least that is his understanding -- and apparently that is difficult to obtain.

Commissioner McClintock said, "Let's wait on the final report from the SBA. The Exit Conference was not the final written report.

RE: CONSENT AGENDA

RFP for Qualified Financial Institutions: The Board needs to approve this legal advertisement, to be advertised October 22nd and October 29th, with proposals to be submitted at 5:30 p.m. on Monday, November 9, 1992 and the contract awarded at the November 16th Commission meeting. She provided Attorney Wilhite with the information submitted by Joanne Matthews for review. A motion was entertained.

Motion to approve the aforementioned was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Approval of Minutes: Ms. McClintock said the Commission also needs to approve minutes for meetings held on September 8, September 28, and October 12.

COUNTY COMMISSIONERS
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Check/TCI, Inc.: Ms. McClintock said a check in the amount of \$38,270.32 which came in late has also been tendered. This is for 3rd Quarter franchise fees.

Annual Haunted Forest/Burdette Park: Mr. Borries asked if this is being held in a special facility at Burdette, or is it the entire park?

Ms. McClintock said they are holding it in the Pavilion from October 19 to November 1. What they are proposing is that a percentage of the net be used for the construction of equipment at the Children's Playground at Burdette Park. This is basically in lieu of rent.

There being no further questions, a motion was entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the Consent Agenda was approved, with the additions aforementioned. So ordered.

RE: OLD BUSINESS

Ms. McClintock entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Ms. McClintock then entertained matters of New Business to come before the Board. There were none.

There being no further business to come before the Board at this time, President McClintock said the Board will recess until 7:00 p.m., at which time they will reconvene to hear rezonings.

* * * * *

REZONING PETITIONS

President McClintock called the reconvened meeting to order at 7:00 p.m. for purposes of hearing rezoning petitions.

VC-7-92/Petitioner, Gene Whitehead (3rd Reading): The premises affected are more commonly known as 2100 Wimberg Rd. The Petitioner requests change from Agricultural zone to a C-4 zone. This petition goes forward with approval having 10 affirmative votes and 0 negative votes.

Mr. Aaron Biggerstaff said he is present this evening to represent the Whiteheads. The requested change is for purposes of constructing mini-storage facilities on the site. The intent of the petitioner is to build the units to facilitate mostly the lot renters from the mobile home part (Westbrook). It is located in an area where it won't detract from the park -- but the petitioner plans to landscape it to keep it in line and complement the beauty of the park. Again, they received approval from the Plan Commission and he is here to answer any questions the Commissioners might have.

President McClintock entertained questions of Mr. Biggerstaff. There were none.

Ms. McClintock then asked if there are any remonstrators. There were none. She then entertained a motion.

Mr. Hunter moved that VC-7-992 be approved on 3rd Reading, with a second from Commissioner Borries.

President McClintock then asked Mr. Biggerstaff if he understands

COUNTY COMMISSIONERS
October 19, 1992

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he has to submit a Site Plan for driveway approval and Mr. Biggerstaff responded affirmatively.

Ms. Cunningham noted that any buildings have to be built in accordance with floodway regulations.

Ms. McClintock then asked for a roll call vote: Commissioner Borries, yes; Commissioner Hunter, yes; and Commissioner McClintock, yes. So ordered.

There being no further business to come before the Board at this time, President McClintock entertained a motion to adjourn the meeting at 7:12 p.m. Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

PRESENT:

Carolyn S. McClintock
Don Hunter
Richard J. Borries
Jeff Wilhite, County Attorney
Sam Humphrey, County Auditor
Richard Helzerman, Pinnacle Computer Co.
Nancy Gumbel (Schmitt Lane Project)
Tom Korb/Korb Associates
Jim Boyle
Don Fuchs
David Byrne
David Savage/Public Works
Gary Kercher/Public Works
Maggie Waife
S. O. Waife
Taylor Payne (Political Candidate)
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock
Carolyn McClintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member



**BOARD of
COMMISSIONERS
of the County of Vanderburgh**

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

October 19, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Bid Opening:
LAN (Local Area Network)**
 - b. Donan Engineering
re: Site Remediation at County Garage/Recommendation**
 - c. Travel Ordinance
re: Mileage change from 28 cents to 25 cents**
 - d. James C. Boyle/Mortgage Investigation. Inc.
re: Rental space in Recorders Office**

6. DEPARTMENT HEADS

Jeff Wilhite ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

a. Travel/Education:

Health (3)

b. Employment Changes:

Pigeon Township Assessor/Appointment

Patricia A. Schnur/Deputy.....14,864.00 11/02/92

Pigeon Township Assessor/Release

Patricia A. Schnur/Deputy.....14,180.00 11/01/92

Health Department/MCH and Lead/Appointment

Gail Robb/R.N.....24,674.00 10/05/92

Superior Court/Appointment

Sue G. Steele/Riding Bailiff.....other pay 10/01/92

c. Checks Received:

1) Hillcrest-Washington Youth Home/check # 12450.....169,289.33
(3rd quarter)

2) AT & T.....119.02

3) Glenn Deig (Check # 536) 298.69

d. Claims to be paid:

1) Given & Spindler/Management fee.....4,000.00

2) Bowers, Harrison, Kent & Miller.....168.00

3) Glenn Deig.....1,621.80

4) **LYNCH ROAD EXTENSION:**
Bernardin Lochmueller and Assoc (90-038-1 (9) 8,360.00
(86-28-1(41) 23,457.93
(90-32-(15) 100.00
(90-038-1(10) 4,681.60
(91-60-5(9) 5,061.89

5) **GREEN RIVER ROAD NORTH:**
Southern Indiana Gas & Electric (4723 Green River Ct) 77.53

6) **EICKHOFF KORESSEL ROAD PHASE 2**
Bernardin Lochmueller & Assoc (90-42-1(18) 6,640.94
RED BANK ROAD BRIDGE #55
Phoenix Construction Company (Inv. # 3518) 28,263.20

7) **OAK HILL ROAD BRIDGE # 117**
Floyd E. Burroughs & Associates 5,325.00
Stringtown Road Bridge # 72
R.W. Armstrong & Associates, Inc. (Inv. # 16178) 4,509.00

8) **U.S.I. INTERCHANGE:**
Bernardin Lochmueller & Associates (89-24-1(28) 14,888.64
(90-040-1(17) 15,277.75
(91-98-5(7) 6,990.00
(90-040-1(16) 3,241.00
Chrysler Credit Corp 586.08

9) **CONTRACTUAL SERVICES:**
Charles W. Ruston (Inv. #6) 300.00
Charles W. Ruston (Inv. #7) 300.00

- e. Burdette Park
re: Evansville Jaycees request use of facility for the
Haunted House on 10/23, 10/24, 10/30, 10/31.
- f. County Treasurer's monthly report for September

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

Scheduled Meetings:

TUES	October 20	Insurance Committee Mtg	8:30 AM	RM 303
MON	October 26	County Commissioners Drainage Board -Immediately Following	5:30 PM	RM 307
WED	October 28	County Council Personnel/Finance	3:30 PM	RM 303

REZONINGS 7:00 PM

VC-7-92 Gene Whitehead Final Reading

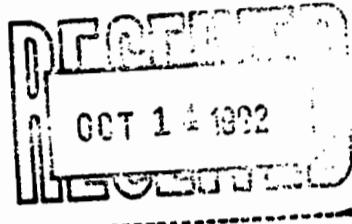
BERNARDIN · LOCHMUELLER & ASSOCIATES, INC.

PLANNERS · ENGINEERS · SURVEYORS
SUITE 606 HULMAN BLDG. · EVANSVILLE, IN 47708
TEL. (812) 426-1737

October 14, 1992

Mr. Dave Savage, P.E.
Vanderburgh County Engineer
Vanderburgh County Auditorium
715 A. Locust Street
Evansville, IN 47708

Re: Supplemental Agreement No. 5
Lynch Road - Part I
Project No.: M-E 185(1)
BLA Project No.: 86-28-1



Dear Dave,

Please find enclosed, three original, partially executed, supplemental agreements No. 5. The agreement is for the additional work to revise the Lynch Road and Burkhardt Road intersection, as we discussed.

Please have the County Commissioners execute said agreements and return one copy to us for our records.

Thank you for your consideration.

Sincerely,

BERNARDIN, LOCHMUELLER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Thomas G. Bernardin, P.E., L.S.".

Thomas G. Bernardin, P.E., L.S.
Director of Engineering

TGB/cle

Enclosures: 3

SUPPLEMENTAL AGREEMENT NO. 5

This Supplemental Agreement is made and entered into October 19, 1992, by and between the County Commissioners of Vanderburgh County, Indiana, hereinafter referred to as the "COUNTY," and Bernardin, Lochmueller & Associates, Inc., hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the "COUNTY" and the "CONSULTANT" did on March 24, 1987, enter into an Agreement providing for the "CONSULTANT" to prepare all preliminary engineering activities for the Lynch Road Extension from Oak Hill Road east to Burkhardt Road in Vanderburgh County, Indiana, Project No.: M-E 185(1).

WHEREAS, due to increased traffic projections for eastbound Lynch Road vehicles turning left onto the southbound I-164 entrance ramp, requiring additional left turn storage capacity, and

WHEREAS, said additional capacity will necessitate design modifications to the Lynch Road - Part I road plans for approximately 800 feet west of Burkhardt Road, and

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement said agreement.

1. The first paragraph of Section A - Appendix "D" is changed to read as follows:

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 390,365.00, unless a modification of the Agreement is approved in writing by the COUNTY.

2. Appendix "D", Section A2 has been revised to include one new item called:
k. Burkhardt Road Intersection Revisions \$ 15,750.00

3. Except as herein modified, changed and supplemented, all terms of the original Agreement dated March 24, 1987 shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

CONSULTANT

Bernardin, Lochmueller & Associates, Inc.

LOCAL PUBLIC AGENCY

Board of County Commissioners
Vanderburgh County

BY Keith Lochmueller
Keith Lochmueller, President

BY Carolyn Mcintosh
Carolyn McIntosh, President

Attest:

T. G. Bernardin
Thomas G. Bernardin, Secretary

Don Hunter
Don Hunter, Member

BY Richard J. Borries
Richard J. Borries, Member

ATTEST:

Sam Humphrey cm
Sam Humphrey, County Auditor

Approved as to Legality and
Form:

Ted Tremper Jr.
Ted Tremper Jr., Attorney for
Vanderburgh County

A C K N O W L E D G M E N T

State of Indiana County of Vanderburgh SS:

Before me, the undersigned Notary Public in and for said County personally appeared Keith Lochmueller, President; Thomas G. Bernardin,
(Name of signers, their official capacity and Agency Name)

Secretary, Bernardin, Lochmueller & Associates, Inc.
(Firm Name)

and each acknowledged the execution of the foregoing agreement on this 14th day of October, 1992, and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires:

September 22, 1995

Cynthia L. Evans
Notary Public

Cynthia L. Evans
Print or type name

A C K N O W L E D G M E N T

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for said County, personally

appeared Carolyn McClintock, President; Don Hunter, Member; Richard J. Borries,
(Name of signers, their official capacity and Agency Name)

Member; Vanderburgh County Board of Commissioners

and acknowledged the execution of the foregoing agreement on this 19th day of October, 1992.

Witness my hand and seal this said last named date.

My Commission Expires:

JOANNE A MATTHEWS
NOTARY PUBLIC STATE OF INDIANA
VANDERBURGH COUNTY
My Notary Commission Expired June 2, 1996

Joanne A. Matthews
Notary Public

(Form approved by the Attorney General)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA }
COUNTY OF Vanderburgh }

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the fact of the agreement.

BERNARDIN, LOCHMUELLER & ASSOC., INC.

Keith Lochmueller

Keith Lochmueller
(Print or type name)

Subscribed and sworn to before me this 14th day of October, 1992.

Cynthia L. Evans
Notary Public

My Commission Expires:

September 22, 1995



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

MEMO TO COMMISSIONERS

FROM MARK ABELL

RE: WEEKLY ACTIVITIES W/E 10-16-92

Contacted Jerry Schenck to see about obtaining original cost figures on County buildings; in particular the old ones like the Court House and Colliseum. I was told this would be possibly quite expensive, due to research time, but as you know it is one of the State Board of Accounts recommendations. The decision will be left to you when the facts are in.

Met with Mike Duckworth of the Sheriff's Department to discuss problems in neighborhoods such as loose dogs and speeders. He then will work with the persons making the complaints.

Went out with Dave Savage to inspect drainage and erosion problems. His report will cover these.

Checked on current prices of rental space in the Recorders office for local title companies. This item is on your agenda tonight.

Conducted meeting of Radar Storm Tracking representative and local government and business officials. The idea is to get a better grip on approaching storms and adjust accordingly...this meeting included members of the EVSC, EMA, Bristol Meyers, County Engineer, and SIGECO.

Still in process of obtaining new license plates for all County vehicles. This needs to be done by the first of the new year.

Attended Solid Waste Committee meeting to keep abreast of any new developments.

Thank You

Mark Abell

PUBLIC WORKS DEPARTMENT

AGENDA

OCTOBER 19, 1992

- 1. LYNCH ROAD - PART 1 Suppl. Agreement #5 -
Bernardin Lochmueller & Assoc. 15,750.00
BLA project No.: 86-28-1
Lynch Road & Burkhardt Road Intersection Revision**
- 2. SCHMITT LANE IMPROVEMENTS**

Board of Commissioners

of the

County of Vanderburgh

305 ADMINISTRATION BUILDING
CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708



CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES



TEL (812) 426-5241

AGENDA REQUEST

Page 1 of 2

NAME OF REQUESTOR: DAVID L. SAVAGE

REQUESTOR TITLE: INTERIM DIRECTOR

DEPARTMENT: COUNTY PUBLIC WORKS - ENGINEERING

REQUEST(S) BEING MADE:

CLAIMS:

LYNCH ROAD EXTENSION 216-4827

<u>Bernardin Lochmueller & Associates (90-038-1(9))</u>	<u>\$8,360.00</u>
<u>Bernardin Lochmueller & Associates (86-28-1(41))</u>	<u>\$23,457.93</u>
<u>Bernardin Lochmueller & Associates (90-32-1(15))</u>	<u>\$ 100.00</u>
<u>Bernardin Lochmueller & Associates (90-038-1(10))</u>	<u>\$4,681.60</u>
<u>Bernardin Lochmueller & Associates (91-60-5(9))</u>	<u>\$5,061.89</u>

GREEN RIVER ROAD NORTH 216-4910

<u>Southern Indiana Gas & Electric (4723 Green River Ct.)</u>	<u>\$ 77.53</u>
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EICKHOFF KORESEL ROAD PHASE 2 216-4741

<u>Bernardin Lochmueller & Associates (90-42-1(18))</u>	<u>\$6,640.94</u>
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RED BANK ROAD BRIDGE #55 203-4385

<u>Phoenix Construction Company (Inv. #3518)</u>	<u>\$28,263.20</u>
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OAK HILL ROAD BRIDGE #117 203-4394

<u>Floyd E. Burroughs & Associates, Inc.</u>	<u>\$5,325.00</u>
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STRINGTOWN ROAD BRIDGE #72 203-4348

<u>R. W. Armstrong & Associates, Inc. (Inv. #16178)</u>	<u>\$4,509.50</u>
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DATE TO BE PLACED ON AGENDA: 10/19/92

ACTION _____ CONSENT XXX OTHER _____

Board of Commissioners

of the

County of Vanderburgh



CAROLYN MCCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

305 ADMINISTRATION BUILDING
CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708



TEL. (812) 426-5241

AGENDA REQUEST

Page 2 of 2

NAME OF REQUESTOR: DAVID L. SAVAGE

REQUESTOR TITLE: INTERIM DIRECTOR

DEPARTMENT: COUNTY PUBLIC WORKS - ENGINEERING

REQUEST(S) BEING MADE:

CLAIMS:

U.S.I. INTERCHANGE (430 BOND)

Bernardin Lochmueller & Associates (89-24-1(28))	\$14,888.64
Bernardin Lochmueller & Associates (90-040-1(17))	\$15,277.75
Bernardin Lochmueller & Associates (91-98-5(7))	\$ 6,990.00
Bernardin Lochmueller & Associates (90-040-1(16))	\$ 3,241.00
Chrysler Credit Corp.	\$ 586.08

CONTRACTUAL SERVICES 203-3930

Charles W. Ruston (Inv. #6)	\$ 300.00
Charles W. Ruston (inv. #7)	\$ 300.00

DATE TO BE PLACED ON AGENDA: 10/19/92

ACTION _____ CONSENT XXX OTHER _____

MRI
Mortgage Investigation Inc.
PO. Box 654 • Evansville, IN 47704 • 425-0055

October 13, 1992

Dear Ms. McClintock:

This letter is to introduce ourselves to you and to make a request of the commissioners. Mortgage Investigation is a locally owned title company and we have been doing business here in Evansville since 1979.

We have made the decision to begin building a title plant of Vanderburgh County. This will allow us to expand our operation and provide better service to our customers. In order for us to do this we need to be able to place our own copy machine in the Recorder's Office. We would not need a very large area, just enough space to place the machine. It would be very similar in size to the microfilm copy machine that Mr. Steele has in his office now.

I have talked with Mr. Steele and he has expressed to me that he would have no problem with us doing this. I would like to add that my employees and I have a very good relationship with Mr. Steele and his people.

If we are able to work out an arrangement with the commissioners to place this machine it will enable us to proceed with our plans. These plans include the creation of 4 or 5 new job openings.

Time is an important factor in this also. We cannot complete our transactions with our hardware and software vendors until we know we can place this machine in Mr. Steele's office.

If you could advise us as soon as possible what steps we need to take next to accomplish this task we would be most appreciative. Also, if you could tell us how long it might take for us to know if we will be allowed to do this.

Thank you for your time and consideration in this matter.

Sincerely,

Jim Boyle
James C. Boyle, President
Mortgage Investigation, Inc.

*OK
JMB*

PS) Our charge to . . .
Titles & Hoosier . . .
is presently 15.50/sq . . .
per year

DR.

LAW OFFICES

ALAN N. SHOVERS
THOMAS O. MAGAN
LARRY R. DOWNS
WM. MICHAEL SCHIFF
ROBERT H. BROWN
JON D. GOLDMAN
MARILYN R. RATLIFF
BRIAN P. WILLIAMS
G. MICHAEL SCHOPMEYER
DAVID L. CLARK
JEFFREY A. WILHITE
JOHN E. HEGERMAN
JEFFREY K. HELFRICH
JEFFREY W. AHLERS
MARY LEE FRANKE
D. BRYAN WESE
MARJORIE J. SCHARPF
RICHARD O. HAWLEY, JR.

KAHN, DEES, DONOVAN & KAHN

305 UNION FEDERAL BUILDING

P. O. BOX 3646

EVANSVILLE, INDIANA 47735-3646

TELEPHONE (812) 423-3183

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ISIDOR KAHN
(1887-1963)

ROBERT KAHN
(RETIRED FROM
PRACTICE 1965)

OF COUNSEL

HARRY P. DEES
ARTHUR R. DONOVAN
DIANE L. BENDER
GAYLON L. CLARK

October 19, 1992

Ms. Carol McClintock
President, Vanderburgh County
Commissioners
Civic Center Complex, Room 305
Evansville, IN 47708

Re: County Attorney Report

Dear Ms. McClintock:

Please let me report on the status of various legal matters as County Attorney:

1. On the Schmitz condemnation matter, the Court appointed appraisers valued the take at \$20,000. The County had offered \$13,500 before we filed suit based upon an appraisal by David Matthews and reviewed by Bob Reid. If we wish to object to the difference, you need to authorize me to file exceptions to that court award tonight.
2. On the Dixon condemnation matter, the Court appointed appraisers value the take at \$4,500. The County had offered \$1,800 before we filed suit based upon the Matthews/Reid appraisal. If we wish to object to the difference, you need to authorize me to file exceptions to that court award tonight.
3. The Court has approved the Mesker settlement and I am submitting the claim form for your signatures tonight.
4. We continue to litigate and advise Bernardin Lochmueller on the various condemnation matters.
5. I have prepared a proposed Ordinance amending the travel ordinance mileage reimbursement rates as you had instructed.
6. I have entered my appearance in the lawsuit filed by Michael Davis to defend the County, and Prosecutor's office and personnel. I will keep you posted on the lawsuit as it progresses.

Ms. Carol McClintock
October 19, 1992
Page 2

7. Four jail inmates, representing the class of Vanderburgh County Jail inmates, have filed a Motion to Compel compliance with a settlement agreement reached in the litigation between them and then Sheriff DeGroote. I will be entering my appearance in the action.

In addition to the above, I continue to spend the bulk of my time on other litigation matters. If you have questions on any specific case, please let me know.

Very truly yours,

KAHN, DEES, DONOVAN & KAHN



Jeffrey A. Wilhite,
County Attorney

JAW/jes

Enclosure

cc: Don Hunter
Richard Borries



**Southwestern Indiana
Mental Health Center, Inc.**

October 13, 1992

**Ms. Carolyn McClintock, President
Vanderburgh County Commissioners
Room 305, City-County Building
Evansville, Indiana 47708**

Dear Carolyn,

In accordance with our contract for the operation of the Hillcrest-Washington Youth Home, I am pleased to send you the enclosed check #12450 in the amount of \$169,289.33. This represents the fees the Foundation collected for services in the 3rd Quarter, 1992.

It has been a pleasure to provide this needed service for Vanderburgh County. We look forward to continued success in the future.

Sincerely,

**John K. Browning
Executive Director**

**JKB/jim
Enclosure**

Main Office
415 Mulberry Street
Evansville, IN 47713-1298
(812) 423-7791

Stockwell Center
60 South Stockwell Road
Evansville, IN 47714
(812) 476-5437

West Side Office
1 North Barker Avenue
Evansville, IN 47712
(812) 423-4418

Stepping Stone
30 South Stockwell Road
Evansville, IN 47714
(812) 473-3144

Gibson Regional Services
310 South Fifth Avenue
Princeton, IN 47620
(812) 385-5275

Posey Regional Services
100 Vista Drive
Mt. Vernon, IN 47620
(812) 838-6558

Warrick Regional Services
112 E. Main Street
Boonville, IN 47601
(812) 897-4776

MINUTES
COUNTY COMMISSIONERS MEETING
OCTOBER 26, 1992

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:30 p.m.	1
Introductions & Pledge of Allegiance	1
Authorization to Open Bids on Bridge #75 (Project VC-92-10-01) and Paving of Various County Roads (Project VC-92-10-02)	1
Awarding of Contract for Local Area Network (Deferred)	1
Insurance & Audit Inspection Co./Request for Rate Increase ..	1
Proposal from Jerry Schenk & Associates/Appraisal Services on Old Court House, Coliseum, etc.	1
Veterans Memorial Coliseum/Extension of Lease	2
Coliseum Parking Lot/Proposed Agreement between the County and the Veterans Council is forthcoming.....	2
Resolution Concerning Lottery Revenues (Original to Council for their approval on 11/9/92)	2
Vanderburgh Auditorium/Ticketmaster Operation	2
Vanderburgh Auditorium/Gold Room Presentation Piece	3
Vanderburgh Auditorium/Overbilling for Management Fees October Claim (\$4,000)	3 & 7
County Attorney/Gary Price Written Report Appeal w/Indiana Court of Appeals/Coroner	4
Reading of Bids/Paving of Various County Roads (Awarded to Koester Contracting/\$104,069.69)	4
Reading of Bids/Bridge #75/Old Petersburg Rd. (Taken under advisement; D. Savage to have area bored at estimated cost of \$500 to determine if rock is present. Matter deferred until later date.)	4
County Engineer/Dave Savage Right-of-Way Easements & Claims for Bridge #75 Columbia-Delaware Project (demolition to begin 11/9/92)	6
Consent Agenda	6
Old Business Overbilling of Management Fees/Auditorium	7
New Business County Insurance Program/Proposed Adoption of Section 125 Cafeteria Plan	7
BFI/Pilot Leaf Recycling Program	8
Meeting Adjourned at 6:15 p.m.	8
New Business	7

MINUTES
COMMISSIONERS MEETING
OCTOBER 26, 1992

The Vanderburgh County Commissioners met in session at 5:30 p.m. on Monday, October 26, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Farrell, Abell, Price, Hunter, herself, Sam Humphrey and Joanne Matthews) and asked the group to stand for the Pledge of Allegiance.

Commissioner McClintock then asked if there are any individuals or groups present who wish to address the Commission but do not find their particular item of interest on tonight's agenda. There was no response.

RE: AUTHORIZATION TO OPEN BIDS ON BRIDGE #75
(PROJECT VC-92-10-01) AND PROJECT VC-92-10-02
PAVING OF VARIOUS COUNTY ROADS

President McClintock entertained a motion to authorize the County Attorney to open the bids on the subject projects.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: AWARDING OF CONTRACT FOR LOCAL AREA NETWORK/DEFERRED

It was noted by Ms. McClintock that at the request of Susan Jeffries of the Purchasing Department this matter is being deferred. They are not yet ready to award this contract.

RE: DRAINAGE ORDINANCE

Ms. McClintock said that Item C is a Drainage Board matter and that will be the first item discussed on the Drainage Board agenda today immediately subsequent to the Commission meeting.

RE: INSURANCE & AUDIT INSPECTION CO./REQUEST FOR RATE INCREASE

Ms. McClintock said the subject firm has requested a rate increase and this was considered at budget time by County Council. Norris Robinson is here to explain what the increase is for and to answer any questions.

Mr. Robinson said this company has provided services to basically review the insurance coverages of the County and compare them with the risk and offer comments. They have been doing this for quite a number of years and haven't had an increase in their fee for about three years, so they are asking for one this year. The fee has been \$5,350 for the past three years and they are asking for a \$350 increase for a total of \$5,700.

Upon motion made by Commissioner Hunter and seconded by Commissioner McClintock the request was approved. So ordered.

RE: PROPOSAL FROM JERRY SCHENK & ASSOCIATES

Mr. Robinson said at a prior Commission meeting the Board decided to ask Mr. Schenk for a proposal on updating the appraisals on the Old Court House, the Coliseum, and the Washington Home. There has been a good deal of work done in the past year on the Washington Home, which is the reason for asking for an update on that building

at this time. Mr. Schenk has given us a proposal of \$60 per appraisal hour, not to exceed \$5,000. It requires significant expertise to handle the Coliseum or the Old Court House.

Upon motion made by Commissioner Hunter and seconded by Commissioner McClintock the proposal was accepted, as presented. So ordered.

RE: VETERANS MEMORIAL COLISEUM/RENEWAL OF LEASE

Commissioner McClintock stated that Mark Acker is here today with regard to renewal of lease concerning the Veterans Memorial Coliseum.

Mr. Acker said he is requesting that the Board approve extension of lease agreement between the Board of Commissioners and the Veterans Council for an additional three years commencing April 8, 1992. They have tendered their check in the amount of \$3.00.

Motion to approve the request was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COLISEUM PARKING LOT

Ms. McClintock noted the matter of the parking lot at the Coliseum was discussed prior to tonight's meeting. We are moving along on that and hope to have an agreement on that very soon.

Mr. Acker said he met with Messrs. Price and Abell last week to go through some of the points of interest, got those clarified, and this evening Attorney Price indicated the Veterans Council should be receiving the proposed agreement in the mail within the next few days.

RE: RESOLUTION CONCERNING LOTTERY REVENUES

A Resolution to support the allocation of at least 25% of Lottery Revenues to Local Government was submitted (copy attached) and Commissioner McClintock read same into the record.

Commissioner Borries asked who prepared this Resolution.

Commissioner McClintock said the Board received a request from the Association of Indiana Counties to join with other counties in the State of Indiana to prepare this Resolution.

Commissioner Hunter said he attended a meeting of the Association in Jasper last week and apparently most all of the counties had either already passed it or were going to act on it this week.

Motion to approve the Resolution was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

(Note: Resolution will be forwarded to the County Council for approval at their meeting on November 11, 1992.)

RE: VANDERBURGH AUDITORIUM/TICKETMASTER - DANNY SPINDLER

Mr. Spindler said he is very excited to announce to the Vanderburgh County Commissioners the opening of their Ticketmaster location at the Vanderburgh Auditorium. During their original presentation and outline of the Auditorium, some of the things that they hoped to accomplish over there were additional services, as well as additional revenue sources for this facility. The Commissioners have before them a copy of the Ticketmaster agreement, as well as the licensed user agreement that has been fully executed. These documents have been reviewed by the County Attorney. Under Given & Spindler's contract with Vanderburgh County they are to report to this Board any contracts they enter into on behalf of that

facility. In fact, the contracts have now been executed. He is happy to report this evening that the final equipment has been installed and they will be going through training with that Ticketmaster location with their personnel during the remainder of this week and plan to be in full operation on November 1st. What this means initially to the County is that their initial projection shows they anticipate about a \$30,000 net profit to the County during the first twelve (12) months of operation. Not only is it an additional revenue source, but a great asset to the downtown area for the people who work, live and do business downtown to be able to stop by the Auditorium to purchase their tickets. Again, not only will that location be able to offer tickets for events happening there, but since it is through the Ticketmaster system people will be able to acquire tickets for events at the Stadium, as well as anything at the Ticketmaster location; i.e., a Cardinal game or other events in St. Louis, they can acquire tickets at the Auditorium. In response to query from Commissioner McClintock as to the hours of operation, Mr. Spindler responded that basically it will be daytime business hours -- 8:00 a.m. to 5:00 P.M. Their Stp 2 at the Ticketmaster location is that they are starting to look at developing not only somewhat of a newsletter information piece that can be mailed out over a period of time on what is happening at the Auditorium and the Gold Room, but also be able to utilize events that can be purchased through Ticketmster at this location and to be able to promote those. Mr. Spindler said he will be glad to answer any questions concerning the Ticketmaster location. There were none.

RE: GOLD ROOM PRESENTATION PIECE

In continuing, Mr. Spindler said Sandy Toten will be passing out their Gold Room presentation piece. This has basically been in the making since April and they are happy to announce that it is now complete. Without going into all the highlights, on the left hand side is everything pertaining to the Gold Room. On the right hand side is everything pertaining to the Auditorium. What this presentation piece allows them to do is that one place be able to promote the entire facility to anyone interested in using the facility, whether it be local, regional or national. All the technical data is there -- everything you really need to know in order to take a look and examine this facility as it relates to any other facility. The nice thing about this though is that if someone is only looking to use possibly the Gold Room or Meeting room side, the Auditorium side can be removed and they can actually customize that particular presentation piece to that individual user. The same thing would happen if you're interested in using only the Auditorium and not the Gold Room side. The Gold Room side can be pulled and the Auditorium side remain, and then customized letters and other information can be included in the packet to promote that facility. This presentation piece incorporates the new logo and color schemes.

Commissioner McClintock suggested Mr. Spindler send copies of the presentation piece to the other County facilities being promoted, such as Burdette Park, etc.

RE: AUDITORIUM/CHECK FOR MANAGEMENT FEES

Mr. Spindler said he does have one other item -- kind of a housekeeping matter. The Auditorium accounting department received a check today for management fees and informed him that it was a duplication that in order to turn that back in, money coming back into the Commission has to be presented to the Commissioners to go back into the General Fund. For whatever reason, they have received a double payment. They received payment the first part of October and then this check came in today.

Ms. McClintock said she needs a motion to accept the check.

COMMISSIONERS MEETING
October 26, 1992

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Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COUNTY ATTORNEY - GARY PRICE

Attorney Gary Price said he has submitted his written report and he doesn't believe there are any action items on same.

Appeal with Indiana Court of Appeals/Coroner: Mr. Price said he does have one item for Joe Harrison, Jr. requiring action. He is requesting permission to file an Appeal with the Indiana Court of Appeals on behalf of the County Coroner. He said he is confident we will prevail in our efforts at the Court of Appeals of level. Basically, this would save the County the necessity, time and expense of a trial before Judge Young and all parties agree that we need to authorize them to take that one step further.

Ms. McClintock entertained questions. There being none, a motion was entertained.

Motion to approve the request was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: READING OF BIDS

Paving of Various County Roads/Project VC-92-10-02: Mr. Price read the following bids:

Sam Oxley & Co., Inc.	\$108,006.30
J. H. Rudolph & Co., Inc.	\$106,625.00
Koester Contracting Corp.	\$104,069.69

Ms. McClintock asked Mr. Savage if he and Mr. Price have had the opportunity to review the bids tendered.

Mr. Savage responded affirmatively.

Ms. McClintock asked if Mr. Savage wants to go ahead and award the contract, since there is no Commission Meeting next week.

Mr. Savage said he would recommend that the project be awarded to the low bidder, Koester Contracting Corp. in the amount of \$104,069.69.

Mr. Borries asked Mr. Savage which roads are going to be included under this contract.

Mr. Savage said those were several of the half mile, quarter mile segments that we had addressed just recently. In some cases, there is widening of the roads.

Mr. Borries asked, "And who will do that widening? The contractor or County forces?"

Mr. Savage said we set this up so the contractor would do the whole thing -- prep work and everything.

Motion to award the contract to Koester Contracting was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Bridge #75/VC-92-10-01/Old Petersburg Rd.: Mr. Price read the following bids:

Southwest Engineering, Inc.	Base	\$ 95,636.50
	Alt.	\$ 98,616.50
Deig Bros. Lumber & Const.	Base	\$ 94,980.65
	Alt.	\$100,500.65

COMMISSIONERS MEETING
October 26, 1992

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CLR. Inc.	Base	\$ 63,006.60
	Alt.	72,646.60
Phoenix Construction Co.	Base	\$ 64,642.22
	Alt.	71,224.22

CCC of Evansville, Inc.

(Mr. Price noted the package did not contain an itemized proposal -- no bid amount)

Ms. McClintock asked if Mr. Savage has had an opportunity to review the aforementioned bids, and Mr. Savage responded affirmatively. He said this was set up in the specs to be awarded based on the average between the base and the alternate bids. The base bid is assuming that no rock would be encountered while driving piling. The alternate bid assumes rock would be encountered while driving piling and the specs indicated it would be awarded based upon the average of the two bids -- because at this point we don't know. If he could just give the Board the spread of the two low bids (Phoenix and CLR). On Phoenix the average bid was \$67,933.22 and CLR was \$67,826.60 -- a very tight spread. CLR is located in Vincennes, Indiana and Phoenix is here in Vanderburgh County. Both firms have done similar work for the County and both have performed well.

Mr. Borries said that is close and he is very encouraged that we have that many bids on this project -- does Dave feel he needs to look at these pretty carefully?

Mr. Savage said none of the items looked like they had been weighted so they could juggle with it -- but he thinks it will come to a basic decision between Phoenix and CLR. They've both done work and both have done well. If we can consider the locale, he would recommend awarding to Phoenix. If that is not appropriate, CLR is \$110 cheaper.

Ms. McClintock said that she is not familiar with any work CLR, Inc. has done for Vanderburgh County.

Mr. Gary Kercher was in the audience and said CLR did the Trapp Rd. bridge project.

Mr. Borries said if we're not under a hard and fast deadline, how long does Mr. Savage envision it will take to get this bridge?

Mr. Savage said this is a wooden bridge and they are ready to ship the material. Construction will probably take only two or three weeks. There is not a lot of dirt work to be done and he'd like to get this finished before the asphalt plants close. He thinks we could award two weeks from now and still meet that.

Mr. Borries said that would be his preference.

Mr. Bud Reitmeyer of CLR, Inc. in Vincennes approached the podium and stated the only thing he'd like to address with this is that you do have an alternate and a base bid. It's probably 99% sure that it will go to the base bid -- the alternate won't be a factor in the construction of the project. If you look at that basis, CLR is around \$1,600 low. That factor should be considered. Does Mr. Savage agree with that? The alternate was included in case rock was there and there is not much chance that rock will be encountered in that area.

Mr. Savage said, "We could probably have it bored for \$500 and find out for sure."

Ms. McClintock asked if we could have those results back in two

COMMISSIONERS MEETING
October 26, 1992

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Ms. McClintock asked if we could have those results back in two weeks, and Mr. Savage said he is sure we could.

Mr. Reitmeyer said the other thing he would like to bring up -- and he is not insinuating anything -- but perhaps the County Attorney can check this out. Technically, he is not sure the County can award a contract on the basis of an alternate bid. He thinks technically the base bid has to be the awarding factor. He thinks the specs said the average.

Attorney Price said he would like to see the specifications.

Ms. McClintock entertained a motion to defer this matter for two weeks.

Commissioner Borries asked Mr. Reitmeyer if he envisions any change orders at all, and Mr. Reitmeyer said that he does not. The only area where there could possibly be a change order would be in the piling -- and that's just a guess on somebody's part as to how far the piling will go. But he does not anticipate any change orders. In fact, if there were any -- he would expect it to be for less.

Commissioner Hunter asked if the bid was the average of the two -- the base and the alternate?

Mr. Savage said that is correct.

Motion to defer the matter for two weeks was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COUNTY ENGINEER - DAVE SAVAGE

Right-of-Way Easements/Claims: Mr. Savage said he only has couple of action items. He has three (3) Right-of-Way Easements and Claims for Bridge #75, which he pulled from the Consent Agenda because the claim amounts are not listed. We do need to go with the \$250.00 approved at the last meeting and he recommends that the easement documents be accepted and the claims be approved at \$250.00 per parcel for the Anslinger, Eissler and Rexing parcels.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Columbia-Delaware Project: It was noted by Mr. Savage that with regard to this project, they are doing preparatory work on it and anticipate doing the lane closures to begin demolition on November 9th.

Mr. Borries asked, "Those lane closures are not complete lane closures are they?"

Mr. Savage said it will be half at a time -- there will be a barrier down the middle.

RE: CONSENT AGENDA

Ms. McClintock said she has one addition to the Consent Agenda. It is a travel request from the Knight Assessor's office for Al Folz and Shirley Reeder to attend the State Board of Tax Commissioners and Tax Incentive Board Meeting on October 28th and 29th. They are asking for mileage and per diem. This will be paid by their department. They are not asking for any funding for this. She then entertained questions concerning the Consent Agenda. There being none a motion was entertained.

Motion to approve the Consent Agenda, as amended, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

COMMISSIONERS MEETING
October 26, 1992

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RE: OLD BUSINESS

County Auditor Sam Humphrey said we had a check returned by Vanderburgh Auditorium in the amount of \$4,000 this evening of an overpayment on a management contract. You gave him a check and he will give the Board a claim. The claim was filed on October 13, 1992, signed by Sandra Toten, General Manager, for Management Fee for October 1992 per management contract dated April 6, 1992 between Given & Spindler and the County Commission. He has the claim if Ms. McClintock would like to see same.

Ms. McClintock said she doesn't need to see it.

Mr. Humphrey said it was an overbilling -- that is what it was.

Ms. McClintock entertained other matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Ms. McClintock then entertained matters of New Business to come before the Board.

County Insurance Program/Proposed Adoption of Section 125 Cafeteria Plan: President McClintock said she is proposing this evening that the County look into adopting a Section 125 Cafeteria Plan for our County Insurance Program. It is estimated that the new plan would save each employee a \$45.00 average per year and the County an estimated \$16,000 per year, while leaving coverage the same. This plan is simple and already in place in other counties, including Allen County, around the State, as well as such businesses as Bristol-Meyer, Squibb. To put it in simple terms, what happens is that the employees pay their selected insurance premiums with before tax dollars instead of after tax dollars. The County saves by not having to pay taxes on salaries equaling the premium amount. The Allen County insurance specialist set up their program with the help of the IRS and was assured there was no problem with this program. The procedure can be set up by our own insurance specialist, Mr. Robinson, working in conjunction with the County officials. Again, she wants to emphasize that the net effect is a slight increase in the employee take home pay, while maintaining the exact same coverage and a considerable savings for the County, as well. In times of growing insurance costs this plan seems to make sense. She is presently proposing that this plan be sent to our Employee Steering Committee, which we've set up for review of exactly this kind of thing, for their meeting on November 19, 1992, for their review and recommendation to the Commissioners based on their review and information from Mr. Robinson. She wanted to bring this to the Commission for permission to send it to the Employee Steering Committee so we did not ask them to discuss something that had not been to the Commission.

County Auditor Sam Humphrey asked if he can address this, and Ms. McClintock said, "Certainly."

Auditor Humphrey said, "This cafeteria plan has been brought before this county on several occasions and in many cases the counties that have looked at this very strongly have recommended not going with it. It opens up a whole can of worms and it is not that big a savings to the County to start with. What it really amounts to is an access to all the people in this County by an insurance agent. That is the conclusion the Association of Indiana Counties had drawn. That is the conclusion that the State Auditors have drawn. And everyone in that case has recommended not going with it. She can do it if she likes, but it has not been of benefit to the county in any of the cases. And you do open up a whole lot more worms than just that little statement you've got right there. That is a package that probably covers some 50 pages of legislation and it opens up everything."

Ms. McClintock said, "Well, Mr. Humphrey, first of all what we're asking for today is obviously not approval of this plan. What I'm requesting is that this go to the employees for their review and, obviously, we would include more information about the plan and it would come back to the Commission before a decision could be made. But I would contend that in this time of rising insurance costs that it behooves this County Government to look at absolutely every single way that they can save money on insurance and \$16,000 may not sound like a lot of money to you, but I'm sure it will sound like a lot of money to the taxpayers of this community -- and I don't think we can turn down the opportunity for further research into this issue. But as you know, prior to asking employees to do that we need permission from this Commission to spend the time and effort doing that."

Mr. Borries said he believes the Evansville-Vanderburgh School Corporation has had this for some time. As for a point of information, Ms. McClintock has quoted an insurance specialist in Allen County. Is this the person who is going to do this or -- in other words, she says she is proposing -- but who contacted her about this?

Ms. McClintock asked, "Who contacted me about this? No one contacted me about this. I have known that this type of system has been working in the School Corporation and in other counties in Indiana and..."

Mr. Borries asked, "And you're just wanting to talk about it tonight?"

Ms. McClintock responded, "What I am wanting tonight is permission from the Commission to perform further study and to take it to our Employee Steering Committee for their review. When we set up the Employee Steering Committee we indicated that before we made any changes in the Commission that we would ask for their input."

Mr. Borries said, "Correct; I agree with that. Okay."

Ms. McClintock continued by entertaining a motion.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Ms. McClintock then entertained further matters of New Business to come before the Board. There were none.

RE: BFI/PILOT LEAF RECYCLING PROJECT

President McClintock said she has a brochure from Browning-Ferris Industries and their pilot leaf recycling project will begin very soon (November 2 -0 21) and they will be distributing their fliers. They wanted the Commission to know exactly what their program was.

Ms. McClintock asked if there are any further announcements.

Commissioner Hunter said Commissioner McClintock might remind the group and the media that there is no Commission Meeting next week.

Ms. McClintock so announced, and then entertained motion to adjourn.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. Meeting adjourned at 6:15 p.m., with indication the Commissioners will take a three minute recess prior to convening for the Drainage Board Meeting.

COMMISSIONERS MEETING
October 26, 1992

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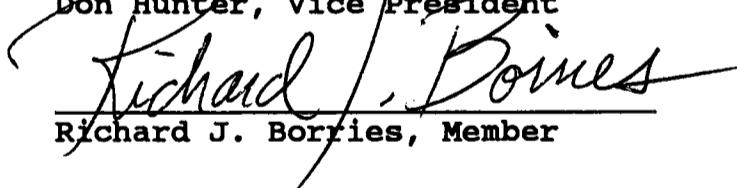
PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Gary Price, County Attorney
Sam Humphrey, County Auditor
David Savage, County Engineer
Mark Abell, Supt./County Bldgs.
B. J. Farrell, Commission Office
Norris Robinson
Mark Acker, Veterans Council
Danny Spindler/Given & Spindler
Bud Reitmeyer, CLR, Inc.
Gabriel Garcia Marquez
Bill Solomon/American Timber Bridge
Jerry Schmitts/Koester Contracting
Cecil Davis/J. H. Rudolph & Co.
Debby Mohr/USI
Scott Beudel/Sam Biggerstaff Engineering
Kerry Ankenbrand/USI
Anthony Quinn/USI
S. H. Vanderver/Citizen
Don Gibbs/Sam Oxley & Co.
David Byrne
Don Adler, Three I Engineering
Art Cook/CCC of Evansville, Inc.
Donna G. Cook/CCC of Evansville, Inc.
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock, President


Don Hunter, Vice President


Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

October 26, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - a. Bid Openings:**
 - 1) Bridge # 75 (Project VC 92-10-01)
 - 2) Paving of County Roads (Project VC 92-10-02)
 - b. Award Bid:**
 - 1) LAN (Local Area Network)
* defer until November 9, 1992/per Susan Jeffries

- c. **Dave Savage/Gary Price**
re: 1) Discussion /Storm sewer maintenance in subdivisions where we accept 50 cents per linear foot for such
2) Drainage ditch maintenance for Holly Hill Drive and Berry Court/petition regarding such
- d. **Insurance and Audit Inspection Company**
re: Request approval for increase of fees for 1992-93 increase from \$ 5,350.00 to \$ 5,700.00
- e. **Mark Acker/Veteran's Coliseum**
re: Lease
- f. **Resolution for Supporting the Allocation of At Least 25% of Lottery Revenues to Local Government**

6. DEPARTMENT HEADS

Jeff Wilhite ----- County Attorney
Dave Savage ----- Public Works
Mark Abell ----- Superintendent of County Buildings

7. CONSENT ITEMS

- a. **Travel/Education:**
None submitted

- b. **County Engineer/Consent**

- 1) Old Petersburg Road Bridge # 75
Approval/Rights of Way Easement

- 2) Claims:

Lynch Road		
Vanderburgh County Superior Court (Schmitz)	\$	1,950.00
Vanderburgh County Superior Court (Durfee)		1,800.00
Vanderburgh County Superior Court (Durfee)		4,500.00

Red Bank Road Bridge # 55		
American Timber Bridge & Culvert		537.00

Contractual Services		
Charles Ruston (10/19 - 10/24/92)		192.00

Union Township Acess Project		
Chrysler Credit Corp		586.08

U.S.I. Interchange
Samuel D. Grayson (Parcel #6) **1,500.00**

c. Employment Changes:

Circuit Court/Appointment:

Paul Wollenmann/Guard	17,699.00/YR	10/18/92
Charles Locke/Community Service Officer	22,533.00/YR	10/18-92
Lynn Schmitt/Pt Time Correction Officer	7.00/HR	10/04/92
Sheila Silvia/Special Reporter	6.00/HR	10/04/92

Circuit Court/Release:

Charles Locke/Guard	17,699.00/YR	10/17/92
Paul Wollenmann/Community Service Officer	22,533.00/YR	10/17/92
Jessica Rampton/Pt Time Correction Officer	7.00/HR	9/30/92
Coby Markham/Pt Time Correction Officer	7.00/HR	9/19/92
Lynn Schmitt/Part-Time Help	6.00/HR	10/03/92
Sheila Silvia/Special Reporter	6.00/HR	10/03/92

Prosecutor/Appointment:

Juliette Norris/Recept/Sec	14,180.00/YR	10/19/92
Roberta Jourdan/Court Reporter out of other pay		10/20/92

Election Office/Appointment:

Carol Primm/Deputy Clerk	6.00/HR	10/26/92
Hazel Montgomery/Deputy Clerk	6.00/HR	10/26/92

County Clerk/Appointment:

Denise A. Davis/Deputy Clerk	5.00/HR	10/12/92
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Sheriff/Jail/Release:

Jeffrey Bentley/Corrections Officer	18,875.00/YR	10/10/92
Kelli Seddon-Burris/Patrolman	26,830.00/YR	10/06/92

Sheriff/Appointment:

Daren Harmon/Probationary Ratrolman	24,700.00/YR	10/06/92
--	---------------------	-----------------

Health/Lead/Appointment:

Marjorie Logan/Clerk	13,584.00/YR	10/12/92
C. Denise Paul/Clinic Clerk	17,198.00/YR	11/02/92

Health/Lead/ Release:

C. Denise Paul/ Clinic Clerk	17,198.00	11/02/92
Marjorie Logan/Clerk	13,584.00	10/12/92

Burdette Park/Release:

(These are all hourly employees)

Chastity Spindler/Pool	5.00	10/06/92
Tracy Bagby/Pool	4.25	10/06/92
Patti Schaeffer/Gift Shop	5.50	10/06/92
Jennifer Emmerson/Pool	4.25	9/22/92
Beth Daniels/Pool	4.25	9/22/92
Billie J Heppner/Ground Crew	5.00	9/22/92
Richard Jackson/Ground Crew	4.25	9/22/92
Rick Conner/Ground Crew	7.00	6/01/92
Juliana Murphy/Ground Crew	5.00	6/26/92
John C. LaVanchy/Security	12.00	10/06/92
Michael Taylor/Security	12.00	10/06/92
Stuart Van Meter/Security	12.00	10/06/92
Eric Williams/Security	12.00	10/06/92
Scott Molder/Security	12.00	10/06/92

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

WED October 28 County Council 3:30 PM RM 303
Personnel/Finance

MON November 2 NO COMMISSIONERS MEETING

WED November 4 County Council 3:30 PM RM 301

DRAINAGE BOARD IMMEDIATELY FOLLOWING

ANNOUNCEMENTS:

**BFI WASTE SYSTEMS
NOVEMBER 2 - NOVEMBER 21 EVANSVILLE YARD WASTE PILOT PROGRAM**



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

**A Resolution Supporting the Allocation
of At Least 25% of Lottery Revenues
to Local Government**

WHEREAS, there is a growing need to return revenues to local units of government to replace and strengthen their basic infrastructure; and,

WHEREAS, local elected official are in the best position to determine the needs of their communities; and,

WHEREAS, much of the initial support for the creation of the Hoosier lottery was based upon the belief that lottery funds would be used to help meet the infrastructure needs of Indiana cities, towns, and counties; and,

WHEREAS, lottery funds have instead been used to replace operating expenses in state and local budgets, forcing a reliance on an unstable source of revenue; and,

WHEREAS, the lack of availability of lottery revenues to local units of government has caused further delays in meeting local capital needs, causing further deterioration and higher long-term costs; and,

WHEREAS, many Hoosier citizens have become confused and disenchanted with the way lottery funds have been used, resulting in lower ticket sales; and,

WHEREAS, a certain and significant local return of lottery revenues would likely lead to higher ticket sales;

BE IT THEREFORE RESOLVED that the Vanderburgh County Commissioners and Vanderburgh County Council call upon the Indiana General Assembly to enact, and the Governor to support, legislation to guarantee that a minimum of 25% of lottery revenues, after administration and prizes, be directly distributed to cities, towns, and counties to be used for capital needs, using an impartial and equitable formula to ensure that all communities share in the benefits of the Hoosier lottery.

Vanderburgh County Commissioners

Carolyn McClinton
Carolyn McClinton, County Commissioner President

Don Hunter
Don Hunter, County Commissioner Vice President

Richard J. 'Rick' Borries
Richard J. Borries, County Commissioner Member

Vanderburgh County Council

Betty Hermann
Betty Hermann, County Council President

James Raben
James Raben, County Council Vice President

Betty Lou Jerrel
Bettye Lou Jerrel, County Council Member

Jimmy Lindenschmidt
James Lindenschmidt, County Council Member

James Manning, County Council Member

Royce Sutton
Royce Sutton, County Council Member

Curt Wortman
Curt Wortman, County Council Member

JERRY SCHENK AND ASSOC.
INSURANCE APPRAISALS & RISK MANAGEMENT SERVICES
P. O. BOX 6281
EVANSVILLE, INDIANA 47712
(812) 423-6300

October 13, 1992

**Mr. Norris Robinson, Risk Manager
City-County Building
Room 305
Evansville, IN 47705**

**RE: Insurance Valuation Appraisal Annual Updates
on three (3) County Buildings**

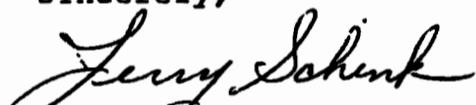
Dear Mr. Robinson:

At the request of Carolyn Mcclintock, President of the County Commissioners, I have been asked to continue the insurance annual update appraisals on three buildings that my company appraised. The buildings requested for updates are listed below:

1. Old Court House
2. Memorial Coliseum
3. Washington Home

Our fee for appraisals and update services is \$60.00 per appraisal hour, not to exceed \$5,000.00 on the above.

Sincerely,



**Jerry Schenk
Professional Insurance Appraiser**

**CC: Carolyn Mcclintock, President County Commissioners
Richard Borries, Commissioner
John Hodge, Agent**

JS:dmw

**INSURANCE
AUDIT
& INSPECTION CO.**6314 RUCKER ROAD, SUITE G
INDIANAPOLIS, IN 46220-4892

DATE: October 21, 1992

TO: Board of Commissioners of Vanderburgh County

ATT: Norris Robinson

FAX #: (812) 426-5344

FROM: INSURANCE AUDIT & INSPECTION COMPANY

NAME: Kenneth Bush

FAX #: (317) 465-1004

TOTAL PAGES,
INCLUDING
COVER PAGE: 2

Hope that this does what you need! *Ken A*
6314 RUCKER ROAD, SUITE G • INDIANAPOLIS, IN 46220-4892 • 317-259-1013 • FAX 317-465-1004

INDEPENDENT RISK MANAGEMENT AND INSURANCE COUNSEL SINCE 1901

August 19, 1992

Mr. Norris Robinson, CPCU
Risk Manager
Board of Commissioners of the
County of Vanderburgh
305 City-County Administration Building
Civic Center Complex
Evansville, Indiana 47708

Dear Mr. Robinson:

Following his telephone conversation with you regarding scheduling our annual audit for the 1992-93 contract year, beginning October 21, Steve Bird has requested that we send you a proposal for our fee.

In a letter of September 4, 1991, addressed to Ms. McClintock, we had requested an increase in our service fee for 1992 to \$5,700. Our fee has remained the same for over five years, while our work for the Commissioners has continued to increase.

We assumed that this amount had been placed in the budget for 1992, but, if not, we trust this very modest increase will be approved.

Cordially,

(Mrs.) Mary E. Free
Secretary-Treasurer

b

B.J.-

Place on agenda
for approval, let
Norris know do
we need H?

CME

**ZIEMER, STAYMAN, WEITZEL & SHOULDERS
ATTORNEYS AT LAW**

P. O. BOX 818 • 1807 OLD NATIONAL BANK BLDG.
EVANSVILLE, INDIANA 47706-0818

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDERS
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. HANN
DAVID A. GUERRETTAZ
ROBERT L. BURKART

TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5089

JOHN E. EARLY
(1912-1983)

October 26, 1992

**Ms. Carol McClintock, President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, Indiana 47708**

**RE: Report of County Attorney to Regular Meeting
of Commissioners (October 26, 1992): Status
of Various Legal Matters**

Dear Ms. McClintock:

Herewith I submit to the Vanderburgh County Commissioners my report as Vanderburgh County Attorney on the status of various legal matters as of the regular meeting of the Vanderburgh County Commissioners held October 26, 1992:

1. At the request of the Evansville-Vanderburgh County Building Commission, this office prepared a letter of representation demanding property owner to cure an existing county ordinance violation.
2. In regards to the pending legal action entitled Betty L. Davis v. Vanderburgh County Board of Commissioners, Cause No. 26C01-9009-CP-0074, this office prepared an Answer to Amended Complaint on behalf of the Vanderburgh County Board of Commissioners.
3. To follow-up on the Petition filed by the County regarding the Lynch Road Project, for appropriation of real estate owned by Marathon Oil, at first hearing Marathon filed its objections to the taking with the Court. A hearing on such objections are now scheduled for Friday, October 30, 1992.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS


Gary K. Price

GKP/mw

10/26/75

BRIDGE #75 - R/W EASEMENTS/CLAIMS

J.
off

ANSLINGER - \$250

EISSLER - \$250

REXING - \$250



EVANSVILLE YARD WASTE PILOT PROGRAM

 *Stop throwing a good thing away ...* 

November 2 thru November 21



Printed on Recycled Paper

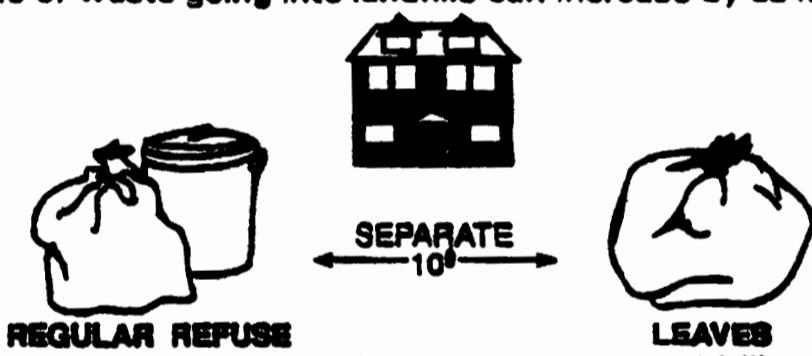
Dear Customer:

Beginning November 2, 1992, Browning-Ferris Industries will initiate a three week pilot yard waste collection project. We are starting this program in response to a yard waste ban that will take effect November 1994. The ban is a part of House Bill 1240, a comprehensive solid waste bill which is designed to protect the environment and reduce the amount of waste being disposed of in landfills across the state.

Your participation is very important and will be very simple. Just separate your bags of leaves from your regular refuse and recyclables. When placing your bags of leaves on the curb, make sure that they are separated by a ten foot gap from your refuse bags and cans. The yard waste will be picked up on your regular trash day. The bags of leaves will be transported to the BFI Laubacher Meadows Landfill where they will be composted.

WHY COMPOST?

Apart from the state ban, there are a lot of reasons why composting is a good thing. Each year every man, woman and child will generate approximately one ton of waste. That waste is then taken to disposal sites that are filling up more quickly than anticipated. By diverting yard waste and recyclables, we are saving precious landfill space. During spring and fall months, when the bulk of yard waste is being disposed of, the volume of waste going into landfills can increase by as much as 18% or more.



Let's stop throwing a good thing away. We would like to thank you before hand for your participation. If you have any questions, please feel free to call BFI's Recycling Hotline at 424-3345.

Sincerely,
BFI Evansville

Board of Commissioners

of the

County of Vanderburgh

308 ADMINISTRATION BUILDING

CIVIC CENTER COMPLEX

EVANSVILLE, INDIANA 47708



CAROLYN MCCLINNICK
DON L. HUNTER
RICHARD J. "TRICK" BORRIES



TEL (812) 426-8241

AGENDA REQUEST

NAME OF REQUESTOR: Attorney / Engineer

REQUESTOR TITLE: Gary Price / Dave Savage

DEPARTMENT: _____

REQUEST(S) BEING MADE:

need to make a decision re: storm sewer
maintenance in subdivisions where we accepted
50¢ per linear foot for such.

DATE TO BE PLACED ON AGENDA: Oct 26

ACTION / CONSENT _____ OTHER _____

To: Vanderburgh County Commissioners
From: Peggy Horak Dossett, Neal E. Dossett, and other concerned citizens
Subject: Responsibility of drainage ditch

The issue is lack of maintenance of the drainage ditch located between properties on Holly Hill Drive and Berry Court. In the past two years, we have noticed, 1) exposure of public utilities, 2) visible bank erosion, 3) small pools of stagnant water.

The purpose of this letter is not to take up valuable meeting time of the County Commissioners, but to express our point of view of this matter. It is our opinion, along with our co-signers that the county should take responsibility for proper drainage in public utility easements. We will be awaiting your reply.

Peggy Horak Dossett Neal E Dossett

Peggy Horak Dossett
Neal E. Dossett

NAME: Peggy Vonk Darnell
ADDRESS: 509 Holly Hill Dr. 47710

NAME: Neal S. Darnell
ADDRESS: 509 Holly Hill Dr. 47710

NAME: Wanda M.
ADDRESS: 504 Holly Hill Dr. 47710

NAME: Ceseline Mayer
ADDRESS: 304 Holly Hill Dr.

NAME: Michael Stevens
ADDRESS: 509 Holly Hill Dr. 47710

NAME: Karen P. J.
ADDRESS: 510 Holly Hill Dr. 47710

NAME: Marilyn L.
ADDRESS: 608 Holly Hill Dr.

NAME: Linda Condit
ADDRESS: 612 Holly Hill Dr. 47710

NAME: John Haas
ADDRESS: 512 Holly Hill 47710

NAME: Bernie M. Haas
ADDRESS: 512 Holly Hill 47710

NAME: Gregory K. Happle
ADDRESS: 530 Berry Dr. 47710

NAME: Morris Bitzer
ADDRESS: 509 Berry Ct. 47710

NAME: Michael A. Blankenship
ADDRESS: 599 Berry Ct.

NAME: Paula Brinkowski
ADDRESS: 549 Berry Ct.

NAME: Virginia & Dennis
ADDRESS: 1603 Berry Ct.

NAME: Dawn Mosbacher
ADDRESS: 507 Berry Ct.

NAME: Kevin McGraw
ADDRESS: 519 Berry Ct.

NAME: Jim Williams
ADDRESS: 9309 Berry Dr.

NAME: Jeanne & Steve Bunge
ADDRESS: 1000 Holly Hill Dr.

NAME: Mary & Del Christmas
ADDRESS: 604 Holly Hill Dr.

NAME: Shirley and Tom Martin
ADDRESS: 501 Berry Court

NAME: Michael & Cheryl Johnson
ADDRESS: 505 Berry Ct.

NAME: _____
ADDRESS: _____

**MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 9, 1992**

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:30 p.m.	1
Introductions & Pledge of Allegiance	1
Election/Congratulations to Rick Borries	1
Bids/Local Area Network	1
Bridge #75/Old Petersburg Rd.....	2
Authorization to Open Proposals Received re Cash Management Services	2
Request to Forward Grant for Juvenile Detention Facility to Indiana Department of Corrections	2
Mortgage Investigation, Inc./Lease Agreement	2
Alexander Ambulance Contract	2
Agreement w/Szabo Food Services/Food for Jail	3
Agreement w/Bernardin-Lochmueller for Additional Bridge Inspection Services, etc.	3
County Attorney - Gary Price	4
Columbia-Delaware Bridge Project/Change Order	
Green River Rd. Project/Change Order	
Lynch Rd. Extension Project/Claim	
Bridge #75 Petersburg Rd./Davies Parcel	
Request to Purchase Cab for Mower at County Highway	
Public Works Director/Resumes	6
Superintendent of County Bldgs./Mark Abell (No Report)	6
Consent Agenda	6
Commissioners Meeting/Indianapolis (Dec. 2, 3 & 4)	6
Reading of Proposals/Cash Management Services	6
Old Business	7
New Business	7
Acceptance of Check	7
Meeting Adjourned @ 6:05 p.m.	7

MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 9, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, November 9, 1992 in the Commissioners Hearing room, with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order and welcomed all of those in attendance. She then introduced members of the County Staff (Farrell, Abell, Price, Hunter, herself, Borries, Humphrey and Matthews). Ms. McClintock asked the group to stand for the Pledge of Allegiance.

RE: ELECTION/CONGRATULATIONS TO RICK BORRIES

Commissioner McClintock said she would like to begin this evening by congratulating Commissioner Borries on his victory, as well as all the other winners in last Tuesday's election. She said she knows he looks forward to an exciting new four years and she looks forward to trying to get some things going these last two months that can be of help to Commissioners Borries and Hunter.

Commissioner Borries responded, "Thank you very much for your kind remarks. You certainly ran a very hard fought and, I think, aggressive campaign -- so my commendations to you."

Ms. McClintock said, "Thank you. I appreciate it."

The meeting continued with President McClintock asking if there are any individuals or groups here this evening who wish to address the Commission but do not find their item of business on the agenda. There was no response.

RE: BIDS - LOCAL AREA NETWORK

Ms. Susan Jeffries of Purchasing said she hopes the Commissioners received a breakdown of the three (3) bids received on October 19th. After reviewing the bids, it was determined that none of the bids received meet the specifications. It is their recommendation that these three bids be rejected. Two of the bids did not include the manufacturer's specifications, as requested, and the third bid exceeded the budget funded for the project. The specifications have been revised in hopes the vendors respond a little more clearly. Again, they'd like to reject these three bids and readvertise on November 13th and 20th, with the bid opening scheduled on November 30th.

Ms. McClintock entertained questions. There being none, a motion was entertained.

Motion to reject the three bids and readvertise was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: BRIDGE #75/OLD PETERSBURG RD./REQUEST TO REBID

Mr. Dave Savage said the Commissioners will recall that we had four bidders that had the proper documents. The two low bidders were only about \$180 apart. The low bidder, CLR, Inc., had an error in their itemized proposal which would have raised their bid by about \$1,500. They indicated that they would live by the incorrect total, which Mr. Price indicated would be appropriate to accept. A couple of days after the bid, Phoenix Constructions (the next lowest bidder) called and indicated they had made a \$2,000 error on work

sheets which were not submitted, which would lower their bid by that amount. That would not, according to Mr. Price, be appropriate to accept -- after the bids were submitted. We could go ahead and award to CLR based on their low bid. It appears that with Phoenix's willingness to lower and looking at the re-bidding cost, that we might have a savings of \$1,015 by re-bidding. Since there has been so much confusion as a result of various errors on the part of both low contractors, he thinks it might be good in dealing fairly with them just to rebid the project. So his recommendation would be to rebid.

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries.

Ms. McClintock asked when Mr. Savage would want to advertise this. Mr. Savage responded he did not have that schedule with him. Joanne Matthews, Secretary, noted that the schedule provided to her by Valeri in the County Engineer's office was to advertise on November 12th and November 19th, with scheduled bid opening on November 30th.

Motion to so approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: AUTHORIZATION TO OPEN PROPOSALS RECEIVED RE CASH MANAGEMENT SERVICES

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the County Attorney was authorized to open the subject proposals. So ordered.

RE: REQUEST TO FORWARD GRANT FOR JUVENILE DETENTION FACILITY TO INDIANA DEPARTMENT OF CORRECTIONS

Commissioner McClintock said that Harris Howerton was to be present, but he called and said he is ill. However, this is an annual routine procedure.

Motion to grant the request was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: MORTGAGE INVESTIGATION, INC./LEASE AGREEMENT RE SPACE IN COUNTY RECORDER'S OFFICE

Ms. McClintock said the Board approved leasing of space in the County Recorder's Office to the subject firm. The agreement has been approved by Attorney Wilhite. Included with the agreement (two copies) is their check for the First Quarter rent. She needs a motion to approve the lease agreement.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: ALEXANDER AMBULANCE/CONTRACT

Commissioner McClintock said the contract covering the County services expires December 31, 1992. The City of Evansville just finished negotiating with Alexander. It has been suggested to her -- and she wanted to bring this to the Commission -- she knows there have been some concerns about our contract, that we ask our Attorney to get a copy of the Request for Proposals prepared by the City and use that with our existing contract to develop, to bring back to the Commission, an RFP and take proposals from any available ambulance provider in the area. Once the Commissioners determine who is most competitive, to sit down and actually negotiate a contract.

Commissioner Hunter said he had suggested to Mark Abell that we

include Sherman Greer on this, since he is very much involved with that area of emergency. Is there some reason we can't?

Ms. McClintock said she thinks a Commissioner should be involved with the County Attorney in that negotiation and she thinks Rick Borries ought to be that Commissioner.

Commissioner Borries said he has had some concerns. He has no problems with Sherman Greer being in this. We may want to ask Sheriff Hamner. He may have a person who may need to be on that. To be real honest on this, his concern is that, in effect, some taxpayers are being double billed for services that may be provided through not only the County of Vanderburgh, but also for the City of Evansville. That is why he would want to examine the contract. He certainly thinks we can look at the City's model, but if there are certain units that originally were to be designated only or County use that would in some cases also be used in the City, City taxpayers who also pay County taxes then in some cases are being double billed and he has concerns about that. He thinks we need to separate out that billing process if we're not going to have a Joint Department -- and since the City has already gone on their own, then at least what we need to do is make sure we are not duplicating some services here in some ways. He thinks we need to carefully examine how we can avoid this duplication. He then asked Sheriff Hamner if someone in his department would be of particular use in this contract?

Sheriff Hamner said they will assist in any way they can.

Ms. McClintock said a motion is needed to authorize the County Attorney to prepare a Request for Proposals and see what companies are interested. We could then set up interviews with those companies and subsequently determine which company we're going to go with and then negotiate the contract.

Motion to this effect was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: SZABO FOOD SERVICES/RENEWAL OF CONTRACT FOR 1993

President McClintock said it is her understanding the renewal contract is at no increase in price and is a contract identical to last year's contract, etc., and that Sheriff Hamner recommends approval.

Sheriff Hamner said that is correct. Szabo feeds for \$1.19 per meal and he doesn't think we can find anyone else to do that at this point. At least they haven't come forward if they have.

A motion was entertained.

Motion to renew the contract with Szabo was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: AGREEMENT WITH BERNARDIN-LOCHMUELLER FOR ADDITIONAL BRIDGE INSPECTION SERVICES

President McClintock said this is an agreement to perform additional bridge inspection services, prepare structure inventory and appraisal forms for five (5) bridges. The bridges have either been repaired or replaced or are new bridges since our last inspection. Bridges #2 and #34 were renovated. Bridge #5 was replaced. Kleitz Rd. Bridge and the new Union Township Bridge are the two new bridges. They propose to do the work for a lump sum of \$1,060, which includes preparation of the structure inventory and approval sheet and an update of the data disk for submission to INDOT. Mr. Savage recommends approval.

COMMISSIONERS MEETING
November 9, 1992

4

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries the agreement was approved. So ordered.

RE: COUNTY ATTORNEY - GARY PRICE

Written Report: Mr. Price said he has submitted his written report and there are no action items.

President McClintock entertained questions of Attorney Price. There were none.

RE: COUNTY ENGINEER - DAVE SAVAGE

Columbia-Delaware Bridge Project: Mr. Savage said this project is set up to have an architectural rail -- a special railing called Texas rail. It is the only architectural rail that has been crash-tested by the Federal Highway that they will allow on Federally funded projects. The contractor has indicated that they could cut \$37,000 out of the cost if they went with the standard concrete bridge railing -- which is basically equal, insofar as safety. So it is strictly a matter of cost and aesthetics. The County portion of the \$33,700 would be about \$6,800. So we're talking \$6,800 County money versus the aesthetics of the architectural type rail. Technically they are equal and he needs to get the desires of the Commissioners on that. They do not necessarily have to act on that this week if they would like to think about it.

Ms. McClintock asked, "What's the difference in appearance?"

Mr. Savage said he does not have a picture of the standard rail. He does have a photo of the architectural rail. The other rail is the standard median-type shape you see on concrete barrier walls.

Mr. Hunter asked, "And we're positive the less expensive rail would be just as safe?"

Mr. Savage responded affirmatively, saying that both types have gone through the same crash tests.

Mr. Borries asked, "David, earlier you said the only one that had been crash tested?"

Mr. Savage said it is the only architectural type rail that has been crash tested. Somewhere along the way a decision was made to include a pretty type rail on the bridge -- and this is the only one that has been crash tested, the only one the Federal Highway would allow to be used and it is fairly expensive because of the additional forming cost.

Mr. Borries asked, "But the less expensive has been crash tested and it is just as good?"

Mr. Savage said it is just as good, if not better; it's the standard rail used on every Federally-funded bridge in the country. The same question will be coming up on Franklin Street a little later on.

President McClintock said, "I will defer to you gentlemen, because it is going to be money next year. Whatever. Personally, I like the pretty rail better, but that sounds like a lot of money."

Commissioner Hunter said he would be very tempted to save the \$6,800. He is not sure he wants to on Franklin Street. This one is in an industrial area, but Franklin Street is an entirely different ball game.

Commissioner Borries said he would prefer to use the standard rail. and made motion to this effect. Commissioner Hunter seconded the

motion. So ordered.

Mr. Savage said he will get the Change Order in process.

RE: GREEN RIVER RD. PROJECT/CHANGE ORDER

In continuing, Mr. Savage said he got a Change Order on the Green River Rd. Project which needs to be executed. It's a zero change. It's to change the aggregate size in the base for the paving. It's a standard clause in the State contract that allows the contractor to change from a #5 Base to a #8 Base, but it does require putting through Change Order. There is no additional cost and he recommends approval.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries the Change Order was approved. So ordered.

RE: LYNCH RD. EXTENSION PROJECT/CLAIM

Mr. Savage said he received a claim today on the Lynch Rd. Extension Project which needs to be accelerated for the Condemnation Proceedings. It is for \$4,800 for the Romain parcel on Lynch Rd. and this is an escrow amount to be kept while the property is in condemnation. He recommends approval of that claim. The money is kept while the Courts decide what to do.

Motion to approve the claim was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: BRIDGE #75/PETERSBURG RD./CLAIM

Mr. Savage said as of this afternoon we now have obtained the last parcel on the Bridge #75 project (the Davies parcel) and he has a claim for same in the amount of \$250.00 -- the minimum amount agreed upon with the other property owners. He recommends approval of the claim and acceptance of the deed.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: REQUEST TO PURCHASE CAB FOR MOWER AT COUNTY HIGHWAY GARAGE

Mr. Savage said the Commissioners will remember the mower we purchased last summer. It has worked so well that...

Ms. McClintock interrupted, "Why didn't you say that weeks ago? We could have done an ad."

Mr. Savage continued, "It has worked so well that they would like to put a cab on it so they can run it all winter -- not to mow grass -- but the mower will cut trees up to about three inches in diameter. We've got a lot of ditches that have not been kept for a number of years and they are finding it works real well in cleaning these out. They got some prices on it and it will cost about \$7,100 to put a cab on the mower. If they do that, Mr. Howard assures us that he can virtually run the mower all winter. And there is work there that needs to be done. Mr. Savage said he recommends we purchase the cab."

Auditor Humphrey asked if it is air conditioned for the summer.

Mr. Savage said he believes it does include air conditioning for the summer. Once the cab is on, it turns it into an oven.

Commissioner Hunter said he compliments Mr. Savage on the way he slipped that thing in here -- the mower we remember from last summer. Does that include the safety bars, etc.

Mr. Savage said that it does. That is why you can't just get a cab and put on it -- it has to fit with all the special features of the mower. There is another supplier in St. Louis and we obtained a quote from them. It was \$200 higher and that cost did not include installation -- we'd have to install it ourselves. The \$7,100 cost does include installation.

Mr. Hunter asked if this includes some kind of warranty or guarantee.

Mr. Savage said it does have a warranty with it, but honestly he is not sure what it is -- 90 days or whatever.

Ms. McClintock entertained a motion.

Commissioner Hunter said we just saved \$6,800 on bridge rail, so he will move we purchase the cab for the mower at a cost of \$7,100. Motion was seconded by Commissioner Borries. So ordered.

RE: PUBLIC WORKS DIRECTOR/RESUMES

President McClintock asked Mr. Savage if he still has the advertisements going out for Public Works Director.

Mr. Savage responded that he does.

Ms. McClintock asked if he's getting anything in that Rick can...

Mr. Savage said applications started coming in last week and Mark Abell is forwarding same to him and he will be developing a list.

Commissioner McClintock said we can coordinate that with Rick and Pat.

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

Ms. McClintock said Mark indicated to her that he does not have a report this evening.

RE: CONSENT AGENDA

Commissioner McClintock asked if there are any questions concerning the Consent Agenda. There being none a motion was entertained.

Motion to approve the Consent Agenda, as presented, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COMMISSIONERS MEETING - INDIANAPOLIS

County Auditor Sam Humphrey stated there is a Commissioners Meeting in Indianapolis on December 2, 3, and 4. If any of the Commissioners are going, they should get their reservation in.

Ms. McClintock said she is not going -- she thinks she will skip this.

RE: READING OF PROPOSALS - CASH MANAGEMENT

Attorney Price stated that four (4) proposals were received as follows:

Citizens National Bank
National City Bank
Old National Bank
Indiana National Bank

All four proposals appear to be in order and should be taken under advisement.

COMMISSIONERS MEETING
November 9, 1992

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Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: OLD BUSINESS

Commissioner McClintock entertained matters of Old Business to come before the Commission. There were none.

RE: NEW BUSINESS

Commissioner McClintock entertained matters of New Business to come before the Commission.

Commissioner Hunter said he has one for County Auditor Humphrey. He is almost afraid to read it. Nonetheless, it comes from Sandi Deig in the County Council. "We have \$500,000 in the Local Reads & Streets Bituminous Materials account that can be repealed at the present time." Apparently they need some money to pay bills.

Mr. Borries said he thinks the Commissioners just did that, and Ms. McClintock said the Commission just did that.

Ms. Farrell said they are wanting to know if there is any money that can be repealed in addition to that which was repealed earlier in the meeting.

Auditor Humphrey said the Commission repealed \$166,000. That leaves in Contractual Services \$510,000 that he has on the books and \$383,000 in Bituminous Materials. He doesn't know whether these funds have been committed or not. If it isn't going to be used, it can certainly be used by Council.

Commissioner Hunter asked if we can ask Auditor Humphrey to check into this to see if this money is going to be used for anything.

Ms. McClintock asked Mr. Savage if he knows whether this money is committed.

Mr. Savage said there is some additional money in bituminous materials, but he doesn't know what the amount would be without checking on it.

Mr. Hunter asked if Mr. Savage will get with Mr. Humphrey to determine what is committed and what is left, and he agreed to do so.

RE: ACCEPTANCE OF CHECK

Commissioner McClintock said she has one additional item for the record. In addition to the checks on the Consent Agenda, we are in receipt of a check from the St. Paul Indemnity Insurance Company for \$30,000 for Schmitt Lane.

Motion to accept the check was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

There being no further business to come before the Commission, at 6:05 p.m. President McClintock entertained a motion to adjourn.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries

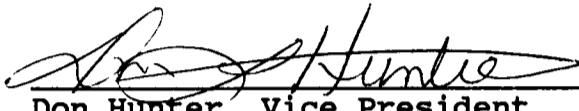
COMMISSIONERS MEETING
November 9, 1992

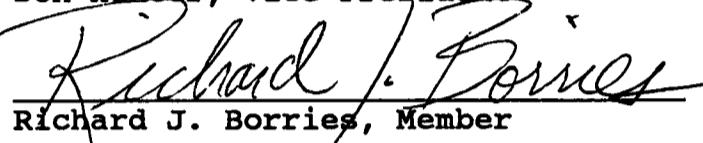
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Gary Price, County Attorney
Sam Humphrey, County Auditor
Dave Savage
Mark Abell
B. J. Farrell
Ray Hamner, Sheriff
Susan Jeffries, Purchasing Dept.
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn S. McClintock, President


Don Hunter, Vice President


Richard J. Borries, Member

**MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 16, 1992**

I N D E X

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Lynch Rd. Project/\$193,000 to be put in escrow	
Priority List/Concrete Streets in Subdivisions	
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Boonville-New Harmony Rd.	
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VC-10-92/Petitioner, William F. & Susan Harty (Approved on First Reading)	
VC-8-92/Petitioners, Daniel & Linda Oliver & Henry & Bonnie Norton (Approved on Third Reading)	
Meeting Adjourned @ 7:15 p.m.	12

MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 16, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, November 16, 1992 in the Commissioners Hearing Room with Vice President Don Hunter presiding. Commissioner Hunter announced that President Carolyn McClintock is not present this evening because she apparently is quite ill with the flu bug.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

Commissioner Hunter welcomed the meeting participants, introduced members of the County Staff (Abell, Wilhite, himself, Borries, Mayo, Matthews, Savage and Farrell) and asked the group to stand for the Pledge of Allegiance.

Mr. Hunter then asked if there are any groups or individuals present who wish to address the Commission but do not find their particular item of interest on tonight's agenda. There was no response.

RE: AWARDING OF BID/CASH MANAGEMENT SERVICES

Chief Deputy Treasurer Jane Berry-Bland was recognized. She said she needs to know if the banks are here. She knows Citizens and Old National are represented. She then asked if anyone from INB and National City is present. Continuing she said the County Treasurer received an evaluation back from PFM today. We submitted bids to the four local banks (Citizens, Old National, National City and INB). PFM evaluated all the bids and they all qualified under the RFP. They have come to the conclusion that if we go with the compensation balance method that Citizens should be awarded the bid. They were the lowest bidder and this is what she would recommend. We have dealt with Citizens the past two years and had very minimal problems and we are happy with their service.

Commissioner Hunter asked if Commissioner Borries has any questions for Ms. Bland.

Mr. Borries said he does not. He supposes if that is what the County Treasurer is recommending....

Ms. Bland interrupted, "It is what PFM is recommending."

County Treasurer Pat Tuley interjected, "That is what Public Financial Management, our Consultant, is recommending. I'm not down playing our role, but we pay these people to advise us and that is their recommendation."

Commissioner Hunter asked, "And your recommendation is that we go with their recommendation?"

Mr. Tuley responded, "We spent the money for their evaluation, we might as well use it."

Commissioner Hunter entertained a motion to go with Citizens Bank of Evansville.

Motion to this effect was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: REQUEST TO ADVERTISE FOR 1993 BIDS FOR LIQUID ASPHALT,
GUARD RAILS & PERMISSION TO DEFER ADVERTISING FOR
TIMBER MATERIALS

Commissioner Hunter recognized Susan Jeffries of the Purchasing Department, who said they are requesting approval to advertise for bids for the liquid asphalt and guard rails. Dave Savage has reviewed same. The specs were put together basically in the same format as they have been previously. They would like to advertise on November 20 and 27, 1992, with bid opening scheduled December 14, 1992 and defer advertising for timber materials.

Commissioner Hunter entertained a motion for approval.

Motion to this effect was made by Commissioner Borries. He said he does have a question for Mr. Savage, however. He asked, "David, do you ever envision a time when we are looking at these guard rails that we would be eventually converting to the same kind of rail endings that the State of Indiana -- and usually what you see on the Federal Highway -- the kind that are buried into, rather than the fist kind. What are we going to be doing this time -- just continuing what we've kind of always done on that?"

Mr. Savage replied, "As guard rail requests start to come through me, in appropriate situations we will bury them."

Mr. Borries said, "Good. So we will be addressing that in this kind of bid?"

Mr. Savage replied, "The sections that are required to do that are not included in there. But they bury depending upon the particular design -- so what we would do in a situation like that is just price it out separately." We wouldn't use very many of them a year."

Mr. Borries seconded the motion. So ordered.

RE: AUDITORIUM - BFI CONTRACT

Mr. Andy Davidson was recognized and stated he is here to discuss the BFI contract for Vanderburgh Auditorium. He said that per their contract with the County they are required to run any contract they would enter into on behalf of the Commissioners by the Commissioners for their approval. This is a BFI contract they'd like the Commissioners to approve. Through negotiations they have reduced the monthly cost by \$19.74 per month for a savings of \$237.00 per year. This is pretty much a standard BFI contract and on the back is all the legal language. It is the exact same contract signed last year for the service that they did provide and re currently providing.

Mr. Borries asked how long the contract is extended to?

Mr. Davidson said the contract will run for one year. The effective date was 10/1/92 -- but it will be effective from the date it is signed.

Motion to approve the contract with BFI for Vanderburgh Auditorium in the amount of \$136.00 per month was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Mr. Davidson said they will get the effective date straightened out before they sign the contract.

RE: ADDENDUM TO AGREEMENT WITH THE VETERANS COUNCIL

Commissioner Hunter said the next item is an Addendum to the recently signed Agreement with the Veterans Council as the result of an oversight at the time the Agreement was signed. We'd forgotten that they would be permitted to use the parking lot for the sale of Christmas trees. He then asked if anyone from the Veterans Council is present. There was no response. Mr. Hunter said they are planning to sell Christmas trees from November 24th to December 24th. During this period they will sell trees as a fund raiser. They have engaged Stocker Landscaping & Garden Center to supply the trees and assist in this effort. The activity will not interfere with the paid parking lot, but rather certain areas dedicated to permit parking will be used for this purpose.

Motion to approve the request was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: REQUEST FOR APPROVAL TO RELEASE EQUIPMENT & SERVICES
RFPS FOR SHERIFF'S SUB-STATION

Commissioner Hunter said that he understands that while funding is not yet in place, Lt. Woodall has spoken to an Attorney and has permission to go ahead with the RFP.

Lt. Woodall said that, speaking on behalf of the Sheriff's Department, this request would be for the Computer Services and the Cabling. In speaking with the County Attorneys, they said we could go ahead and advertise. There will be funding in place for the cabling. They will also be back with other bids.

Mr. Hunter entertained a motion.

Motion to approve the request was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

County Attorney Jeff Wilhite commented, "Let me put this on the record, also. Roger Elliott indicated to me that he had learned that a potential bidder has apparently gotten a draft of this id before tonight. I thought it might be appropriate to put that on the record. He wanted to make sure that you all knew about it. I don't see anything that would make the bid invalid or, at this point, do I know anything that would make the award invalid. But in case that comes up at some point, it is probably just appropriate to put on the record that some bidder out there has seen a draft of these specs in advance of tonight."

Commissioner Hunter thanked Attorney Wilhite for his comments.

RE: COUNTY ATTORNEY - JEFF WILHITE

Written Report: Attorney Wilhite submitted his written report and said he will report that he has a jury trial on November 30th on a personal injury matter. Secondly, the Commissioners had already voted to approve a Worker's Compensation settlement filed by Steven Hunter against the County in the amount of \$11,951.36. He has the claim form for payment for signatures tonight, as well as the Settlement Contract which he drafted and recommends their signing. They've already agreed to it, he just needs signatures. Thirdly, Mr. Wilhite said that in conjunction with Loretta Townsend they have drafted an Ordinance establishing specifications for upgrading the Department of Weights & Measures that essentially outlines in detail now for a County ordinance (which we did not have before) what has to be done in terms of weights and measures, fines, violations and various penalties. Since it is a fairly significant ordinance, instead of going ahead and setting dates for advertising now, he will give each Commissioner drafts of the Ordinance and ask that they review same. At the next meeting they can let him know if they have any changes and then we'll advertise the ordinance later.

Commissioner Hunter said that, just for the record, Steven Hunter is no relation to him whatsoever.

RE: COUNTY ENGINEER - DAVE SAVAGE

Autumn Hill Subdivision/Road Plans: Mr. Savage said this is the first item on his printed agenda, but they are not yet ready for approval. Therefore, he withdraws this item.

Lynch Rd. Project: Mr. Savage said there is a large parcel that basically runs from Green River Rd. to Burkhardt Rd. (Lant-Davis parcel) which is proceeding through condemnation. It is required that the County put \$193,000 according to the appraisal report in escrow for that to proceed. He has this ready and he would recommend that the appraisal report and claim be approved.

Mr. Hunter entertained motion.

Motion to approve was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Mr. Savage noted that \$40,000 of the \$193,000 is up at the corner and falls within the next phase of the Green River Rd. project -- so what he has done is prepare a transfer from the Green River Rd. account to put that \$40,000 back in and he is requesting authorization to go on Council call for that transfer.

Mr. Hunter entertained a motion.

Motion to approve the request to go on Council call was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Priority List/Concrete Streets in Subdivisions: Mr. Savage said they have been attempting to prioritize some needs with regard to some of the concrete subdivision streets for possible inclusion in the crack sealing and concrete patching contract and he has listed four (4) areas that they feel are the top priority candidates. These are places where we have voids underneath the pavement and the pavement either is or soon will be caving in to some degree. He recommends these four streets be included in the existing contract. It is a large increase to the contract, but since these are smaller locations he believes if we bid them separately that the price would be no better and could possibly be higher. The original contract is \$96,400 and he is suggesting an additional \$56,400. We do have the funds in place to do that.

Commissioner Borries said he had a question from an individual in Briar Court today. This particular person lives at 6664 Briar Court. Does Mr. Savage think this is included?

Mr. Savage said that is definitely included. That is one of the worst areas. He believes it is down just a little bit from the crest of the hill.

Mr. Hunter entertained a motion to increase Project VC-92-08-04 from \$96,400 to estimated \$152,800.

Motion to this effect was made by Commissioner Bares, with a second from Commissioner Hunter. So ordered.

Mr. Savage said those are estimated amounts. As the pavement is removed the cost can vary up or down somewhat.

Columbia-Delaware Bridge Project: Mr. Savage said this item is not on his printed agenda. But it has become apparent that he is going to need to back pedal a bit on the architectural rail discussed last week. The State will require changes in the plans to include the standard rail. To have the engineering consultant (United

Consultants) do that, they have indicated it will cost \$6,500 -- which is almost as much as we would be saving by not using the architectural rail (estimated \$6,800). Therefore, contrary to what he recommended last week, he would recommend we leave the plans as they are -- with the architectural rail in place -- and consider this on the next bridge project earlier in the process and decide what is going to be there.

Commissioner Bares asked, "Do we need to rescind what we did last week?" Mr. Bares moved to rescind the motion passed by the Board on Monday, November 9, 1992 regarding the railing on the Columbia-Delaware overpass. Motion was seconded by Mr. Hunter and so ordered.

Motion was made by Commissioner Bares to accept the plans as designed with the architectural railing for the Columbia-Delaware overpass. Motion seconded by Commissioner Hunter and so ordered.

Mr. Savage said that he wanted to let the Commissioners know -- if they have not already been contacted by the County Garage -- that during the windstorm last year there were between 90 and 100 trees downed, blocking County roads. In a matter of seven (7) hours the County crews had cleared those. They had not picked up all the debris, but they had the roads open. It worked out to about one tree every four and a half minutes during that period of time. Fred Howard indicated that the guys -- labor, management and everybody -- pitched in, worked hard and did a good job. He just wanted to pass this along and ask for some roses on that.

Commissioner Bares said that is great -- that's fantastic.

Elmridge Drive: Mr. Bares said at some point we talked about Elmridge Drive. Has Mr. Savage ever reported back as to whether or not we need to pave that particular section?

Mr. Savage replied, "I have not reported back on it. This is one of the streets we looked at and Elmridge is really just the next notch down from these streets we approved tonight. It could well be that if we end up on the low side of these numbers that we could have enough money to do Elmridge."

Mr. Bares asked, "We have checked to see that it is an accepted road? This portion?"

Mr. Savage responded, "That portion on the eastern end -- apparently there is no question about that. There is a question about Elmridge a little bit farther up the hill."

Commissioner Hunter asked, "What about the first crossroad going in -- where it ran into the church? Rick raised some concern as to whether that had ever been accepted."

Mr. Savage said he can't remember the name of that street. He went out to look at it. It's Wayside or something like that -- and it is on the list of roads that we get gas tax money on. We did not have a date as to when it was accepted, but it is on the list of road on which we're receiving gas tax money.

Mr. Hunter asked, "Was it in bad enough shape that you'd recommend...."

Mr. Savage interrupted, "Absolutely. As a matter of fact, we were discussing it this morning with the contractor. It is on the list to be done shortly. We've also allocated some money for work on Wimberg Rd. (there's a place where we've lost the shoulder totally and it's more than just a quick repair job. It's a small project type. We've tried to keep some money back for that. We'll be getting estimates this week and if that would come in lower, would you like for us to go ahead and put Elmridge on the list? It's

just a judgment call s to whether it went in with the higher priority roads?"

Mr. Bares said, "If we have budgeted amounts. That brings me to the next part."

Boonville-New Harmony Rd.: Commissioner Bares said we also talked a little about Boonville-New Harmony Rd. west of S. R. 57 to probably near the Hornet's Nest is located on Old Petersburg Rd.

Mr. Savage said, "That has been designated by the department as an almost immediate future locally funded 3-R job. It takes into account some ditching, some slope work outside the pavement, etc. It would be the first such in house road reconstruction job. There would be no Federal funding. That is what they've planned for it. I'm not sure that is the best way to do that road. It may be that we just want to go through and do a straight resurface. But, honestly, it needs some manhours of looking into it before I would want to recommend that we change that scope of project. I don't think that the pavement is such that we're going to lose the road by waiting until next season to make that decision. I think that we need to look at it harder this winter and either say we're going to do it and we can accomplish the design of the 3-R scenario in house, or we can let it out and have it designed -- or do we just want to back up and treat it in the traditional fashion that we have on County roads."

Mr. Bares asked, "When do you envision they would do this? I know there had been some discussion of it, but I was not aware they were making any decisions as to whether or not they were going to design that. That goes through the State of Indiana, isn't that correct?"

Mr. Savage responded, "Well, since it is going to be locally funded it will not go through the State. And this is just something that Curtis had in place on that project. Since there is no funding there is no official paperwork that has transpired. This is just something that is set up internally."

Mr. Bares asked, "How far would it go?"

Mr. Savage replied, "I believe that it went from County line to County line -- all the way across. One of the bridges out in the northwest part of the County was built to 3-R standards. It looks a bit odd because it is a little wider than normal and has a barrier wall instead of guard rail treatment -- because of this internal, in house 3-R type project."

Mr. Hunter remarked, "This is going to be an interesting project because I have already started receiving phone calls -- because they're talking of straightening from Old Petersburg to Boonville-New Harmony in that curvy area. And I've already started receiving calls from people in that area who do not want that road involved in that project. I've also received two or three calls from people living in Darmstadt -- so I think that is something we'd better look at real hard."

Mr. Savage said, "Well, it's a large project and by saying we can do it in house -- even though the consultant mark-ups look huge, there is a tremendous amount of work in design."

Mr. Hunter asked, "This was widening as well, right?"

Mr. Savage said, "There would be some widening. It's not a major widening. And there would also need to be some shoulder work."

Mr. Bares said, "I never thought we were going to try to fund that thing entirely locally - that sure changes the game. Three R funds, as I understood, were funds which were for basically secondary roads. In other words, a collector type road. One of

the reasons Boonville-New Harmony was looked at is because the State, which certainly called the rules, decided in their wisdom or lack of it to put an exit at Boonville-New Harmony Rd. rather than Baseline. I remember very clearly attending meetings and seeing that the first local exit in Vanderburgh County was going to be Boonville-New Harmony Rd. rather than Baseline Rd., which literally does cover from county to county. So there were no negotiations on that; they said this is where we're going to put it period -- end of speech. Then, locally, what we did was to hurriedly say if that is going to be your first exit in Vanderburgh County, we'd better look then at straightening out that intersection -- which we did with the extension of the road off that. Otherwise it used to "T" right in Daylight. It was a terrible intersection which went through a little neighborhood. It was a terrible road in terrible condition. Then after that occurred, they began to say that if that is the first major County road off that Interstate, maybe they would need to look at some road improvements through the County, since obviously Baseline, Kansas, Millersburg and some of the others all dead end. But I thought that would be put on some kind of schedule with the State of Indiana, where we might look at some kind of eligibility for State funding on some of that 3-R work. If it's going to be local, how much money are we talking about on that?"

Mr. Savage replied, "I don't know. This is why I was hesitant to recommend that we go ahead and pave the thing. I think the whole picture needs to be looked at more closely before we spend any money on it. And it needs to be the Commission who makes the decision as to what route it is going."

Mr. Bares said, "I think we'd better. Will you get some preliminary cost estimates as to what they're looking at? I'd have to really give that a lot of consideration. If we're not going to apply for any kind of State funding on this -- I mean we're going to have to put some money back for Lynch Rd. and a few other major projects that we have going here."

Mr. Savage said, "The stuff we've got on the books now is going to take us up beyond the current Highway Bill. So it is not something -- the big thing we need to do is to decide how our maintenance in the next two or three years fits in with what ultimately is going to be done. And that decision, I think, can be made this winter while we're setting up next year's paving program."

RE: TRAFFIC SIGNALS

Commissioner Hunter said we'd talked almost two years ago about a red flasher at Boonville-New Harmony/Green River Rd. and at Covert and Fuquay Rd. At St. Joe and Allen's Lane, we'd discussed a stop light. What is the status of that?

Mr. Savage apologized, saying Commissioner Hunter had asked him to put some things together on that. "We began last month. We were a little bit behind our limit on hours on my contract with the County, so we began to address some project oriented things, such as the traffic signals. We also focused some attention on Wimberg Rd., which they weren't able to put the people on it in the engineer's office. The signal work is probably 60% done. But at this point, because we started looking at those project things, we are up against our 20 hr. per week limit. It would take about \$1,500 for us separate from this 20 hour ceiling we have to go ahead and get those finished up in the next few weeks and ready for bidding. I don't intend to be trying to get a foot in the door and ask for extra work, but we can fit them in as we can. But the routine things are taking the bulk of that 20 hrs. per week."

Mr. Hunter said, "Well, I am concerned because the Scott Township Fire Department has talked to me about the Boonville-New Harmony/Green River Rd. intersection and I gathered there had been

a couple of pretty serious accidents there. If you're going west it is very misleading. If you're going west, all you see is a red flasher road down at Highway 57.

Mr. Savage continued, "As I said, the plans are probably 60% complete and we can either approach it....."

Mr. Hunter interrupted, "The funding is in place for that, isn't it?"

Mr. Savage said his understanding is that the funding is in place for the construction of the lights.

Mr. Bares said, "I still want to rethink a couple of them. You know at some points we had the Sheriff's Department do some intersection or traffic study work. I don't know if they're capable of looking at those intersections for us or whether we need to get EUTS to give us some updated numbers on that."

Mr. Hunter said, "EUTS has already done all three of these, Rick."

Mr. Bares asked, "And which one did they target as the worst?"

Mr. Hunter said, "The worst was Allen's Lane."

Mr. Bares said, "That was over a year ago. Apparently some intersection improvements were made there."

Mr. Hunter said, "No, this was afterwards. I asked her to go back out after the things had been done before I came on the Commission. I asked them to go back out -- after two people were killed at that intersection and I had some phone calls. EUTS again recommended that it be done."

Mr. Bares said, "Well, I'd like to see those statistics for 1992."

Mr. Hunter asked, "Dave, why don't you have Rose bring us those figures. If she needs to run some more, do it again. St. Joe/Allen's Lane, Covert & Fuquay Rd., and Boonville-New Harmony/Green River Rd."

Mr. Savage said that is a yellow flasher at Boonville-New Harmony/Green River Rd., so really the numbers aren't going to affect that. But as far as the decision between a four-way stop and a two-way stop at Covert/Fuquay Rd., it would very much be affected.

Mr. Hunter said that in the grandiose Comprehensive Plan for the County for the year 2010 or something like that, the Boonville-New Harmony/Green River Rd. corner looks like it is scheduled for some kind of commercial development. Again, as soon as you start creating more traffic you encounter problems.

Mr. Bares said he has a little bias on traffic signals; those things are real expensive to install and we have to look carefully as to how we use our money.

RE: TEKOPPEL OVERPASS

Mr. Bares asked, "When we opened up the Tekoppel (if we're calling it the Tekoppel Overpass) have we made any final decision as to what kind of name we're going to use on that? That was not my immediate question. What is the question is that I think we need to have a very thorough signage study. I'm having some complaints from persons in Union Township who are driving at night who get very confused if they're traveling north on Old Henderson Rd. They see it as being very dangerous. Say you want to go over the overpass and you want to make a left hand turn. It is very misleading at night to make those turns. Also, people coming down

the overpass -- since it kind of t's there, we need to be very careful since we don't have lights in that area -- to make sure we have adequate signage. Could you authorize the Traffic Engineering Department to work as quickly as possible. I think possibly the Sheriff's Department (Deputy Tucker is here) can assist us with recommendations. I am now hearing some concerns on the part of residents who very much appreciate the overpass. However, at this point, they feel the signage and safety reflectors are not adequate. Again, we need to look into that as quickly as we can."

Mr. Savage said they'll try to do that this week.

RE: CONSENT AGENDA

Commissioner Hunter entertained questions concerning the Consent Agenda.

Commissioner Bares said he has a question concerning Item 'e' in terms of authorizing the Attorney to negotiate Teamster Contract. He is not aware of any discussion on that.

Commissioner Hunter asked Attorney Wilhite if he has any information on that. He doesn't have any. He thought it might involve the Sheriff's Department.

Attorney Wilhite said he doesn't have any information concerning this matter.

Ms. Farrell said Commissioner McClintock told her to put it on the agenda. Apparently Carol talked to Pat Tuley. She tried to call Commissioner Bares a couple of times to tell him to get with Mr. Tuley, but his line was busy. She assumes from his conversation that he has not talked to Mr. Tuley. Apparently he and Carol know what this is about and the rest of us do not.

Commissioner Hunter said this matter will be deferred until next week.

RE: OLD BUSINESS

Mr. Hunter entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Commission Meeting/December 7th: Commissioner Hunter said that he has a letter from Mr. Robert Hinton, Chief of Security, requesting that on Monday, December 7th, the Commissioners move to Room 301 and try to be finished by 7:30 p.m., because the City Council has meeting at that time. Commissioner Hunter said he will not be in attendance that night.

Mr. Bares asked what is going to be going on in the Commissioners Hearing Room.

Mr. Hunter said the memo further states that the State Board of Tax Commissioners will be holding Budget Hearings December 7th and December 8th in Room 307.

County Commissioners Association/Conference December 2, 3 & 4/Indianapolis: Mr. Hunter asked if Commissioner Bares will be attending the subject Conference. He cannot attend and he doesn't think Carol is going. He then handed the registration form to the Secretary.

Scheduled Meetings: Mr. Hunter said he would call attention to the fact that next Monday the Commission Meeting will be held at 5:30

p.m., with a Drainage Board Meeting scheduled immediately thereafter.

At 6:15 p.m., Commissioner Hunter stated the Board will recess until 7:00 p.m., at which time the Board will reconvene to consider Rezoning Petitions.

* * * * *

R E Z O N I N G S

Commissioner Hunter noted that the Rezoning Petitions are incorrect as shown on the agenda. The correct information is as follows:

VC-10-92/Petitioner, William F. & Susan Harty (FIRST READING): Property located at 4129 Cort Street. Petitioner is requesting change from R-1 to R-3. Land is currently vacant and Petitioner plans to build apartments.

Mr. Borries asked Virginia Worthwein of the APC if we have additional information on this petition.

Ms. Worthwein said she is not familiar with the petition. However, they obviously are going from a single-family to a multiple-family zoning.

Ms. Cunningham said the reason this is on First Reading is that legally the Commission sets this for public hearing at the APC. Beyond that, it is never discussed.

Upon motion made by Commissioner Borries and seconded by Commissioner Hunter, VC-10-92 was approved on First Reading for forwarding to the Area Plan Commission. So ordered.

VC-8-92, Petitioner, Daniel & Linda Oliver & Henry & Bonnie Norton (THIRD READING): Common known address is 13121 N. Green River Rd. (near Daylight, right behind the Auction House). Petitioner is seeking change from R-1 & A to C-4. Present land use is residential and petitioner wants to expand sign business.

Mr. Kenneth Alvey, owner of Alvey Sign Co., was representing the petitioners in this rezoning petition. He said the reason and purpose for his representing them is that he has made an offer to buy their two pieces of property for the further expansion of his business, Alvey Sign Company. He and his wife want to purchase this land with the contention that this rezoning would go through. If this rezoning does go through, he plans on buying the property. He wants to expand his business into different cities (St. Louis, Indianapolis, etc.) and somewhere down the land he wants to expand his facility to where he can accommodate building signs and shipping same to larger cities. Right now he is hemmed in with commercial property (which he cannot afford) to the north and Curran & Hugh Miller to the south. There was only one direction for him to go and he approached Henry and Dan about purchasing these two pieces of property. They finally reached an agreement on the price and everything. They gave their blessing to go ahead with the rezoning and that is why he is here tonight. Mr. Alvey said Barbara Cunningham asked if he would give some right-of-way.

Ms. Cunningham said she just questioned if there was a possibility. On Green River Rd. north of Highway 57, we do not have a thoroughfare set-back. In essence, this building could go pretty close to the line. In the Comprehensive Plan they plan some industrial in a designated vicinity. Mr. Alvey was so kind as to offer to either grant the County a 15 ft. right-of-way or he would put the building back 25 ft. -- anything, so we would have an additional 15 ft. in there. She thought his idea was very good.

Mr. Alvey said he doesn't really intend to build any buildings out there. In fact, some of the neighbors have contacted him and asked him if he planned on changing the houses and all that. He told them that he doesn't want to change the neighborhood. What he is really trying to do is use the back portion of the land -- and he doesn't want to upset any of the property owners around there. He wants to be a good neighbor to them. When he gave them his word that he wasn't going in there and tear down these houses and build right out there and store signs and all of this, they said his word was good enough. If the County needs a 15 ft. easement or a 25 ft. set-back, whatever the County needs - he is willing to give whatever we need; it doesn't matter to him -- because he won't build out to Green River Rd.

Ms. Cunningham said a right-of-way would be more protective for the County if Green River Rd. were widened -- and it possibly could be widened. Right now it is just a 25 ft. right-of-way.

Commissioner Hunter asked Mr. Alvey if he didn't indicate in the APC meeting the other night that this might add employment.

Mr. Alvey said this is what he is hoping. Right now they are in the process of building a fabrication building to build signs. His dream (and he's always dreaming) is to add another 40 ft. building adjacent to the 40 ft. building he is building right now. He has done a lot of work over in St. Louis and he had somebody over there representing him. That kind of turned sour, so he wants to put his own sales offices in places like that. When he does, what he intends to do is put another 40 ft. x 100 ft. addition next to what he is building now and have it so he has a fabrication center a whole lot like what Sign Crafters did in sending to McDonald all over. He can see the potential for Alvey Signs. They have their U. L. approved and they've built their sign company up to where he thinks they can compete. They are starting to do stuff in Louisville, etc., and this is his hope. He has grown from a one man shop right down the street in his Dad's garage to about 34 employees right now. It is not at all far fetched for him to see them at 50 employees. This is one of the things that was brought up in the meeting about septic systems and all this. Hugh Miller and the Hobgoods and all are working to get a plan with Andy Easley to get a stepper sewer system worked out -- just like what they did in Darmstadt, with all the businessmen paying for it. In fact, he was out today taking a house count. He really has a lot of hope for expansion. He'd love to get to 100 employees.

Mr. Borries said that extension of those sewers is one of the best ways we can help residences as well as businesses. That's a great thing.

Mr. Alvey said he just hopes they can get it through the Utility Board.

Mr. Borries said it seems to be working fine in Darmstadt.

Mr. Alvey said it is a stepper system where you just pump gray water. And there is going to be a system that is going to go down Seib Rd. for the Hornet's Nest. He thinks the State has mandated that. Before that happens, what they're trying to do is to come in and enlarge that line. If they can get a commitment from the Sewer Department that they will let them tap on, then all the businessmen have gotten together (they met at his place) and are working with Andy Easley. They will expand that line to a 6 inch or 8 inch line and then eventually (maybe sometime next year) they will be able to get City sewers over there and he won't have any problem with expansion.

Mr. Borries said that is great. He then asked if Mr. Alvey will then grant 15 ft. right-of-way for future road improvement, if necessary.

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Mr. Alvey said that is correct.

Commissioner Borries said, "With that provision then, I move that VC-8-92 be approved on Third Reading."

Mr. Hunter provided a second to the motion and asked for a roll call vote.

Commissioner Borries, yes; Commissioner Hunter, yes. So ordered.

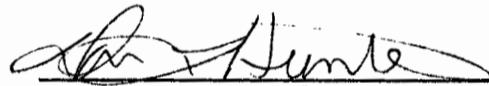
There being no further business to come before the Board, Commissioner Hunter declared the meeting adjourned at 7:15 p.m.

PRESENT:

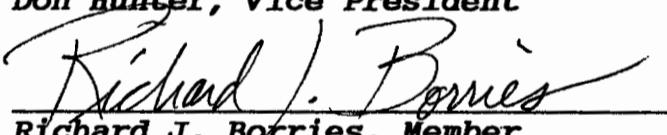
Don Hunter
Richard J. Borries
Jeff Wilhite, County Attorney
Cindy Mayo, Chief Deputy Auditor
Dave Savage, County Engineer
Andy Davidson/Auditorium
Susan Jeffries/Purchasing Dept.
Mark Abell/Supt. County Bldgs.
B. J. Farrell/Commission Office
Others (Unidentified)
News Media

ABSENT: Carolyn S. McClintock

SECRETARY: Joanne A. Matthews



Don Hunter, Vice President



Richard J. Borries, Member

**MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 23, 1992**

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SCT/Computer Shutdown (M. Abell to prepare letter to SCT and bring back to the Commission for approval, signatures and forwarding to SCT)	
Meeting Adjourned @ 6:25 p.m.	9

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MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 23, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, November 23, 1992 in the Commissioners Hearing Room, with President Carolyn McClintock presiding. (Commissioner Rick Borries was absent. President McClintock said he was attending a conference in Detroit and his plane is due in Evansville somewhere around 5:30 p.m. He may or may not arrive in time for tonight's meeting.)

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Abell, Attorney Price, Hunter, Humphrey, Matthews, Savage, and Ferrell) and asked the group to stand for the Pledge of Allegiance.

Commissioner McClintock apologized for missing last week's meeting, stating she had the flu -- but assured the group she would much rather have been here than at home. She then asked if there are any groups/individuals present who wish to address the Commission but do not find their particular item of interest on tonight's agenda. There was no response from the audience.

RE: VANDERBURGH AUDITORIUM/CHARITABLE ORGANIZATIONS LIST

Ms. Sandra Toton, Auditorium General Manager, was recognized. Ms. McClintock said Ms. Toton is here with the Charitable Organizations List for approval. Just as a reminder to those who might not have been here, the Commission had indicated to the new Auditorium Management that they wanted to look at the list for approval so the Management Team would have some idea of who the Commission wanted to see use the facility at the Charitable Organization Rate that has been established by the Commission.

Ms. Toton said Management has met with the Advisory Board over the last several months, working on the approved Charitable Organizations List and it is the Advisory Board's recommendation that the list in front of the Commissioners be approved for the Vanderburgh Auditorium. If the Commissioners have questions concerning said list, she would be more than happy to answer same.

Commissioner Hunter said he noted in all cases that one of the adjacent counties had been omitted (Gibson County). Do they not use the Auditorium to any extent?

Ms. Toton said she has not found anywhere in the Auditorium files that they utilize the facility. She then confirmed that Warrick and Posey counties do use the facility.

Commissioner McClintock said she notes that quite blatantly omitted from the list -- "I know we've had discussions that we don't want organizations on this list that are not true charities. There are organizations that are not charitable organizations. What happens to the Sertomas, the Kiwanises, and those groups in Vanderburgh, Warrick and Posey County that are indeed raising money for some kind of charity and not raising money because they are the Restaurant Owners Association?"

Ms. Toton responded, "Well, I think according to our contract we were asked to come up with a list and, with the advice of the Auditorium Advisory Board, this is basically the list that they came up with and that we approved to bring to you. Now, I believe in our contract it also states that at any time if the Commission wants to add or take away from this list we can do so."

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President McClintock said, "I think you're asking for a lot of extra work -- I guess that is what I am saying. I mean there is a distinct difference between the two types of groups I'm referring to and I can tell you that every time you have one of those groups that goes to the Auditorium and you try to charge them the same that you are charging Citizens Bank, they're going to say, 'Wait a minute, we're a not-for-profit organization; why shouldn't we be treated the same as a church or a school?' I mean, if I were working with an organization, I can tell you that is exactly what I would do. Then you're going to have to deal with these on a case-by-case basis. Is that what you're telling us you all want to do?"

Ms. Toton responded. "I think that is exactly what we're going to have to do. Considering the list that was at the Auditorium when we took over, there were a lot of organizations on it that were not charitable that somehow they were put on the list. You would be surprised on some of those organizations on the list."

Ms. McClintock said, "I agree. I looked at the list and I agree."

Ms. Toton continued, "That is why we presented it to the Advisory Board, showed them the original list that the Auditorium had. They started cutting on that list and I will tell you that I believe it was even four months of surveying that the Advisory Board took before they came up with what you have in front of you from our last meeting this month. So I think if we sort of take it one day at a time and, as I said, we have the option to add to or take away from it. But it is much better than what we had in the beginning."

County Auditor Sam Humphrey said, "Madam Chairman, I belong to Sertoma and we do our planning a year in advance. And it is strictly a charitable organization and I'd like to see it added right now so we can plan on it."

Commissioner McClintock said, "Well, I don't have a problem with that. But if we sit here and start doing that this evening, we're going to be here a while. My suggestion was going to be to add (e) as 'Other Charities as approved by the Board of Commissioners'. Then when Sertoma, which I know they're starting their process now, and other groups that have used it in the past and have gotten the not-for-profit rate want that rate, then they will just have to send a letter to the Commission. That is what you are recommending obviously."

Ms. Toton confirmed that is correct.

Commissioner Hunter asked if a letter can be sent to these various groups requesting that if they want special consideration that they then reply and be considered -- are we talking about hundreds of organizations or..."

Ms. Toton said, "Oh, Gosh, I think we'd end up back in the same..."

Ms. McClintock said, "I think it would be more appropriate to do it as people come in and want to use the facility."

Ms. Toton said, "We would probably end up with the same list that we began with."

Mr. Hunter said, "My concern there is, wouldn't it help them with their planning if they knew up front? Kind of like Sam is saying over there. If Sertoma knows now for eight months from now roughly what their price will be, it would make it a lot easier for them to put their program together."

Commissioner McClintock said, "But they will be going now to reserve it, so they are going to find out when they reserve it. They are not going to wait until October 1st to reserve that for

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October 30th or October 31st."

Ms. Toton said, "I have found in talking with some of the organizations that are already booked for next year (and I probably should have brought that list with me) -- in our new concept at the Auditorium, most of the users of the Gold Room side are there for a meal plus a program. With the new concept involved, they are not really paying that room rent - so it is not an issue with them like it was in the past. As long as they reach that level of food service, then they are not looking at that \$750.00 or \$800.00 room rent -- so it really has not been an issue with the people I've talked to so far this year."

Mr. Hunter asked how far ahead most organizations book.

Ms. Toton said anywhere from a year to less than that. She has not yet had a booking for next year from Sertoma.

Ms. McClintock moved to approve the list submitted, with the addition of Item E—"Other Charities as approved by the Board of Commissioners".

Mr. Hunter asked if she means the Board of Commissioners or the Auditorium Advisory Board.

Ms. McClintock said, "This Board. This is the only Board that can approve a discount of any type."

Motion was seconded by Commissioner Hunter and Ms. McClintock so ordered.

Refund/Chamber of Commerce: Ms. Toton said the Chamber of Commerce had a breakfast in the Gold Room and they overpaid their deposit, which she is requesting a portion of that deposit to be refunded so they can dispense monies to the caterer. It was just a matter of figuring the deposit too high based on their dollar volume of food that they were going to order. She has a blue claim for approval and the amount is \$244.22.

Ms. McClintock entertained a motion to approve the claim. Motion to this effect made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

(Note: Claim returned to Ms. Toton by Auditor Humphrey for completion. An account number was not included. She will note same and forward the claim to the Auditor's office.)

Auditorium Revenues: Mr. Danny Spindler presented a summary of operation/revenues during the six months that Given & Spindler in conjunction with Aiken Management has been involved in the Vanderburgh Auditorium compared to a year ago. (Copy attached hereto). He did note that the income is up 18% for the year and 27% for the last six months. Looking at the operations at the end of October, they are within \$6,700 of where their income projections said that they would be. Not only that, they are \$87,000 favorable in round numbers to where they anticipated being in the area of expenses. So they are very pleased and excited about the movement of the Auditorium and the usage it is starting to have. They are expecting great things to happen during the next six months and the ensuing years.

SESAC: Mr. Spindler said this is one of the organizations that claim fees for rights of performances of songs, etc. There are a number of organizations in the country that claim title to fees being paid for various types of performances or various types of songs played in the facility. All the groups out there, with the exception of SESAC basically look to a performer in order to pay those fee. In other words, if the Auditorium books someone into the Auditorium who plays songs from Gone With the Wind, for

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example, they owe a fee for those songs to some organizations out there. The Auditorium has been contacted by a group called SESAC (and he believes they are out of Texas) who has claimed the facility owes money for those types of performances. Based upon their knowledge of these types of facilities and in working with Aiken Management -- and they book performances in many facilities across the country -- they know of no organization that has ever had the right to claim from the facility itself. They always look to the performer. The Auditorium has been contacted by SESAC. They have basically cited what appears to be a Federal citation of the law, claiming rights to money owed. They would ask the Commission to ask the County Attorney to look into this matter, review the Federal Citation, and prepare a response to SESAC.

Commissioner McClintock entertained a motion to this effect.

Motion made by Commissioner Hunter, seconded by Commissioner McClintock and so ordered.

RE: AGREEMENT BETWEEN C.A.P.E./TRANSPORTATION FOR THE HANDICAPPED & ELDERLY

President McClintock said she has the agreement the Commission needs to execute between the Community Action Program of Evansville and Vanderburgh County for the County transportation for the handicapped and elderly. It has been reviewed and approved by the County Attorney and is ready for signatures. She then entertained.

Commissioner Hunter moved to approve the agreement, with a second from Commissioner McClintock. So ordered.

RE: INDIANA BELL - EXTENSION OF CURRENT CONTRACT

Commissioner McClintock said Deputy Jim Tucker of the Sheriff's Department is present today with regard to an extension of current contract with Indiana Bell as a result of installation of new equipment. They are requesting the one year extension (through 1995).

Deputy Tucker said the Sheriff's Department asked Indiana Bell to update their equipment to give them the capability of controlling some of the long distance telephone calls made from the Jail. All of the calls made from the Jail by inmates are now long distance calls. The problem they had was the inability to lock out specific numbers that they did not want called. Someone has a young daughter that the inmate is calling and the parents call and complain they don't want this person calling their house and their daughter accepting these charges. The only way the Sheriff's Department had of stopping this situation was to isolate the inmate. Indiana Bell has given us updated equipment that gives us access to computerized system where we can go in and lock out these numbers, as requested. The only thing Indiana Bell is asking is that we extend our current agreement (signed in 1991 and effective through 1994) one year to give them an opportunity to recoup the cost of their equipment. The estimated cost of the equipment is \$60,000.

Commissioner Hunter moved to approve the agreement, with a second from Commissioner McClintock. So ordered.

RE: DEFENSE FACILITY/BUILDING AUTHORITY REQUEST

President McClintock said she is going to defer this matter to Legal Counsel, Gary Price.

Attorney Price said the issue here is regarding asking the Building Authority to construct and lease to the County a facility for the Department of Defense in the event we receive the DOD contract. At this point we need to make a request to the Building Authority

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stating that we are asking that a public facility be constructed for the purposes of housing the Department of Defense facility bid on by the County. That request needs to be made by this Commission on behalf of Vanderburgh County. He can prepare the document, but he needs authorization from the Commission to do so. He will then bring it back to the Commission for final approval.

Motion to this effect was made by Commissioner Hunter, with a second from Commission McClintock. So ordered.

RE: TEAMSTERS CONTRACT

President McClintock said she is again going to defer Item (E) because she understands that Commissioner Borries has some concern about the Teamsters contract. Since he is not able to be with us this evening, this matter will be deferred until next week.

RE: CONTRACT BETWEEN THE HEALTH DEPARTMENT & ART'S CONSTRUCTION

Ms. McClintock said that George Thompson of the Health Department is requesting that the Commission consider and approve a contract between the Health Department and Art's Construction to clean up trash and debris. The passage of Municipal Ordinance 94.03 allows the Health Department to enter into a contract for this clean-up.

Mr. Thompson said Attorney Price is currently working on the contract. They're hoping to incorporate the County Dumping Ordinance and the City Ordinance and clean up under both ordinances. This newly revised 94.03 is essentially the same as the County Dumping Ordinance in that the Health Department will be able to go in with the Contractor and clean it up. The old contract signed under Code Enforcement has now expired, so we're having to write a new contract that would be suitable.

Attorney Price said the old contract has expired. The Health Department advertised for contractors who do this kind of work for the City. What we're evidently wanting to do now is to extend the existing contract with Art's and further extend the contract to include the County.

Mr. Thompson said the Board of Public Works did review and approve the bid as prescribed by the City ordinance. Art's happened to be the only bidder.

Mr. Hunter moved to authorize the Attorney to write a contract between the Health Department and Art's Construction for clean-up and trash debris, etc., with a second from Commissioner McClintock. So ordered.

RE: CITIZEN'S BANK/DEPOSITORY AGREEMENT RE CASH MANAGEMENT SERVICES

Commissioner McClintock noted Chief Deputy Treasurer Jayne Bland and representatives of Citizen's Bank are present today for purposes of having the contract between the County and Citizen's concerning Cash Management Services executed. The Commission has already approved awarding the contract to Citizens; now the contract needs to be executed.

Ms. Bland said the contract is the same as the previous contact with the exception of a couple of minor changes. One of those changes concerns tracking of payments -- how our collections come in -- whether via mail or over the counter. The other thing is to give us an opportunity to go from compensating balance to per fee item. The contract has been reviewed by Citizen's. PFM, our Consultant, drew up the contract.

Commissioner McClintock said the County Attorney also needs to peruse the document before it is executed.

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Commissioner Hunter asked how the tracking will help the County.

Ms. Bland said it helps her to know how the payments are coming in. The County Treasurer needs to know who is paying what. There is no additional fee. They've tracked it all along -- we just didn't know they were doing it.

Motion to execute the contract was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

RE: INVESTMENT MANAGEMENT POLICY RESOLUTION

Ms. Bland also submitted an Investment Policy Resolution for approval and signatures.

Upon motion made by Commissioner Hunter and seconded by Commissioner McClintock the Resolution was approved and signed. So ordered. (Copy of Resolution attached hereto.)

RE: RESIGNATION OF PAT TULEY, COUNTY TREASURER

Ms. Bland said there is one problem that requires discussion with Attorney Price. Pat Tuley has resigned as County Treasurer and she is unofficial until January 1, 1992.

Ms. McClintock said this does not affect the execution of the agreement with Citizens Bank. The only group that can legally contract in Vanderburgh County is the Board of Commissioners. She is sure the Treasurer's signature block is on the contract as a matter of courtesy. Ms. Bland can wait and sign that after the first of the year. With regard to the Resolution, the Commissioners approve and sign same.

Attorney Price confirmed this is no problem. The contract with Citizens does not take effect until January 1, 1993.

RE: COUNTY ENGINEER - DAVE SAVAGE

Acceptance of Brookview Section F-3: Mr. Savage said we need to accept 772 LFT of Southbrook Drive in Brookview F-3 Subdivision. This has been installed according to specifications, inspected by the County Engineer's office, and it is his recommendation that this street be accepted for maintenance.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

Acceptance of Brookview Heights V: Mr. Savage said we also need to accept 335.0 LFT of Belmont Drive and 1,366.5 LFT of Brookcrest Drive; 103.0 lft of Brook Meadow Drive; 160.5 LFT of Brookcrest Court; and 160.5 LFT of Brook Run Court, for a total of 2,125.5 LFT. These streets were installed according to plans and specifications and have been inspected. It is his recommendation that these streets be accepted for maintenance.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

Acceptance of Storm Sewer Improvements: Mr. Savage said we have three acceptances of storm sewer improvements. Perhaps we should decide whether we want to do that in the Commission Meeting or the Drainage Board Meeting. He thinks checks have also been submitted and it is his understanding that the Commissioners will accept said checks in accordance with current County Code either in this meeting or in the Drainage Board Meeting. It is still a little bit up in the air as to what the County Code means. The checks are for Brookview Heights Section IV, Brookview Section F-2 and Audubon Estates, Section D.

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Ms. McClintock entertained a motion to accept the checks.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

County Auditor Sam Humphrey asked if these shouldn't be accepted in a Drainage Board meeting?

Mr. Savage said he mentioned it can either be talked about here or in the Drainage Board. It is a Drainage Board ordinance that we're talking about.

Ms. McClintock asked if it is Drainage Board money?

Ms. Matthews noted these monies go into Acct. 238 or 239, which were the special accounts set up for deposit of storm sewer maintenance monies or retention pond maintenance.

Ms. McClintock said the Commissioners will accept these checks again in the Drainage Board Meeting.

Mr. Savage said that in the future he will just bring such checks to the Drainage Board for acceptance.

Change Order/Orchard Rd. Bridge Project: Mr. Savage said he has a Change Order on the Orchard Rd. Bridge project in the amount of \$6,014.22. This is for the increase in concrete and steel quantities due to the soil conditions that were discovered out there about a month ago. It is his recommendation that the Change Order be approved.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

Mr. Savage said it is possible that this may not be the last change in conjunction with that soil change. The contractor has indicated that he is going to make a claim for time due to his demobilization and remobilization. That will have to be worked out with the State and he will keep the Commissioners abreast of that.

Traffic Control Ordinance/Intersections: Mr. Savage noted he now has his first list of intersections to use our Traffic Control Ordinance on. These are all in Green River Estates, Phases I, II and III. It is his recommendation that these intersections be approved, as listed, on the correspondence from EUTS dated November 16, 1992. (Copy attached hereto)

Motion to accept the list of intersections in Green River Estates, Phases I, II and III was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

Copy Machine/Engineering Dept.: Mr. Savage said the copy machine in the Engineering Department has died. They've obtained quotations from several vendors for some type of repair, trade or upgrade. It appears that the best situation is a \$400 upgrade to a refurbished machine. He understands that even though the money is in place to do that he does need to get permission from the Commissioners to go ahead with that.

Ms. McClintock said there is money in place.

Commissioner Hunter asked if this matter can be tabled for one week with no problems -- and he will explain this to Mr. Savage after the meeting.

Ms. McClintock said that it can -- and Mr. Hunter can talk with Mr. Savage after the meeting.

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Kratz Rentals/Sale: Mr. Savage stated that Kratz Rentals is going out of business and there are a couple of pieces of equipment that the garage has consistently rented from Kratz Rentals, that they feel like they might be able to pick up for a very reasonable price. He talked to Sam Humphrey and Susan Jeffries in Purchasing and they referred him to Mr. Price. He has indicated that it would be acceptable to do that if it is okay with the Commissioners. We doesn't want to put "the sky's the limit" type thing on it -- but if we could pick up this equipment for a very reasonable price and we have the money in place to do it, he would request permission to do that.

Ms. McClintock asked who is going to attend the sale, Mr. Savage?

Mr. Savage said he actually thinks the best person to send -- the person who has used this equipment -- is Bill Morphew. He will be given a clear cut limit that he cannot exceed -- and the money is there.

Motion was entertained to send Mr. Morphew to the sale, with conditions, to see if he can purchase this equipment for the County Garage.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

RE: COUNTY ATTORNEY - GARY PRICE

Written Report: Attorney Price said he has submitted his written report. With regard to Item #4, they received a Statement of Claim (Superior Court/Small Claims Division). He has no idea as to the substance of this particular claim. The question would be whether the contract with Mr. Deig would cover this. How would the Commission like for them to proceed with this claim? There is a First Hearing December 7th.

Ms. McClintock said the only instance where Mr. Deig would handle it is if we were trying to collect money from them.

Attorney Price said he will attend the Hearing on December 7th and see what the claim is.

RE: CONSENT AGENDA

Commissioner McClintock said she needs to add to the Consent Agenda a Travel Request for Jayne Berry-Bland to attend the Seminar being held by the State of Indiana for newly elected Treasurers. It is a one-day seminar on Tuesday, December 1, 1992.

Another item to be added is approval of the Commission minutes of November 16, 1992 -- a meeting which she did not attend. However, since Commissioner Borries is not here the Commission cannot vote on those tonight. She will return them to Joanne Matthews to resubmit for approval.

RE: SCHEDULED MEETINGS

President McClintock announced that an Executive Session is scheduled at 4:30 p.m. next Monday, November 30, 1992, for purposes of discussing pending litigation.

There being no further comments or questions, upon motion made by Commissioner Hunter and seconded by Commissioner McClintock the Consent Agenda was approved, as amended. So ordered.

RE: INDIANA ASSOCIATION OF COMMISSIONERS/CONFERENCE

Ms. McClintock said we have received notice from the subject organization that they have not yet received any registrations from

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the Commissioners in Vanderburgh County to attend the Annual Conference on December 2, 3 and 4 in Indianapolis.

Commissioner Hunter said someone said Commissioner McClintock is not going, he cannot attend, and he gave the registration form to Commissioner Borries last week.

Auditor Sam Humphrey noted he has to be up there on December 2nd for an Association of Indiana Counties meeting -- and if none of the Commissioners are attending the IAC Conference, he will drop over there, see what is going on and bring information back to the Commissioners.

RE: OLD BUSINESS

President McClintock entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

President McClintock entertained matters of New Business to come before the Board.

SCT/Computer Shutdown: Auditor Humphrey said that last Friday SCT shut down the computer system in the building at 4:00 p.m. He sent his people home at 4:00 p.m. We're totally dependent upon that system. He did leave a skeleton crew in the office to handle any deed transfers, etc., that might come into the office. He was under the impression that the computer company was here to serve the County, not the other way around. They told him the shutdown was for purposes of maintenance. He doesn't know what half an hour does for SCT, but half an hour sure takes the steam out of the Auditor's office. He would like to see the Board of Commissioners address that problem.

Ms. McClintock entertained a motion to prepare a letter to SCT, prepared by Mr. Abell, to come back to this Board for approval and signatures -- to request that SCT, according to their contract she believes, has to maintain their hours from 8:00 am. until 4:30 p.m. for County offices.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

Commissioner McClintock noted Mr. Abell might include that if an emergency occurred, SCT should have some kind of system set up where they can notify those offices.

There being no further business to come before the Board at this time, President McClintock entertained a motion to adjourn, so the Commissioners can hold the Drainage Board Meeting.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. Meeting adjourned at 6:25 p.m.

PRESENT:

Carolyn McClintock
Don Hunter
Sam Humphrey, Auditor
Gary Price, County Attorney
Dave Savage, County Engineer
Sandra Toton, Auditorium
Danny Spindler, Auditorium
Jim Tucker, Deputy/Sheriff's Dept.
George Thompson, Health Dept.

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Jane Berry-Bland, County Treasurer
Mark Abell/Commissioner Office
B. J. Farrell/Commission Office
Dan Hartman, Surveyor's Office
Bob Brenner, County Surveyor
Jim Morley/Morley & Associates
Aaron Biggerstaff
Others (Unidentified)
News Media

ABSENT: Richard J. Borries

Carolyn S. McClintock
Carolyn S. McClintock, President

Don Hunter
Don Hunter, Vice President

MINUTES
COUNTY COMMISSIONERS MEETING
NOVEMBER 30, 1992

I N D E X

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Commission Meeting in Room 301 on December 7th Drainage Board Meeting/December 14th	
Meeting Adjourned @ 6:15 p.m.	8

MINUTES
COUNTY COMMISSION MEETING
NOVEMBER 30, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, November 30, 1992 in the Commissioners Hearing Room with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

Commissioner McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Abell, Attorney Wilhite, Hunter, herself, Borries, Auditor Humphrey, Matthews and Ferrell) and asked the group to stand for the Pledge of Allegiance.

Ms. McClintock subsequently asked if there are any groups/individuals present who wish to address the Commission but do not find their particular item of interest on the agenda. There was no response from the audience.

RE: AUTHORIZATION TO OPEN BIDS/L.A.N. (LOCAL AREA NETWORK)
BRIDGE NO. 75 (PROJECT VC-92-10-01)

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Attorney Jeff Wilhite was authorized to open bids on the subject projects. So ordered.

RE: VISION 2000 FUNDING PROPOSAL

President McClintock said the next item concerns a Funding Resolution for both Vision 2000 and the Evansville Metropolitan Chamber of Commerce. Back at the beginning of last summer she had a conversation with Ed Hafer, the Chairman of the Board of Vision 2000, about the need to create some funding -- actually, that time we were just discussion Vision 2000) -- but to provide funding for them for special projects that come to Vision 2000 are not budgeted. For example, when we were working on the Department of Defense project (the DFAS project) the Vision 2000 Board had to hire a consultant to work with them to develop that project and some economic development impact studies. That was something that was unbudgeted, so that had to come out of an existing budget in which there is little additional room. In their discussions they talked about they had originally discussed providing enough funding to hire additional staff persons. They felt that the proposal being made this evening would much more beneficial to both Vision 2000 and the Chamber of Commerce. What it basically provides for -- and she will read the Resolution -- is a fund within the Commission account that would be established by the Commission and obviously have to be approved by the County Council and funded -- and the money will have to actually be put into place in 1993, and when either Vision 2000 or the Chamber of Commerce had a special project that they wanted funded, they would come to a Commission meeting and request funding from that account from the Commission at that time. So it is not an open check book. There still is the check and balance at the time that the money would actually be appropriated and the Commission would have an opportunity to study the individual proposals and the projects being brought by Vision 2000 and/or the Chamber of Commerce and then make a decision at that time as to whether the Commission at that time felt the project was worthy of funding out of the special Commission account. Ms. McClintock then proceeded to read the Resolution (copy attached hereto) and entertained questions.

Continuing, Ms. McClintock said that in addition to Mr. Ed Hafer Mr. Ken Robinson, the Executive Director of Vision 2000, and Pam Martin of the Evansville Metropolitan Chamber of Commerce are

also present today. President McClintock then recognized Mr. Hafer.

Commissioner Borries said he would like to have time to study this. He is neither opposed nor in favor of the proposal. What he does see is that this formula (whatever the formula would be) talks about Vision 2000. Now, the County has supported Vision 2000. We have not currently entered into any contractual relationship with the Evansville Metropolitan Chamber of Commerce. He thinks their mission is a bit different from that of Vision 2000, according to his understanding. This specifically says Vision 2000.

Ms. McClintock that is based upon new jobs brought into the community -- that is why that distinction is made.

Commissioner Borries said, "Well, I would prefer then that if we're going to continue this agreement and look at this kind of incentive program that we need to address Vision 2000 as a group rather than the Chamber of Commerce. I commend the Chamber of Commerce for what they do and I know that they are very interested and very into creating jobs from existing industries within the community -- not bringing jobs in -- like the Collis Corporation recent announcements and those kinds of jobs. I need some time to think on this."

Ms. McClintock said since we have representatives here this evening, is there something that you would like to say and get on the record? We can then defer this and you won't have to feel you have to come back to another Monday meeting.

Mr. Hafer identified himself and said, "The only point I'd like to make is that in this day and age with the competition that we have out there, particularly from Kentucky and Illinois, economic development is getting to be a very expensive game. We certainly thank the City and the County for their \$100,000 plus contributions that each of them make to the budget. We'd like to have more. We can always make use of more. I think this is a mechanism whereby in the case of some of these instances where more money is needed for a specific project, there is a pool of money out there (\$25,000) that we could come back and come before this body and state our case as to the purpose. You would have full knowledge and control of what is going on. I'd also remind you that you have an individual on the Vision 2000 Board right now and certainly will have a different individual after the first of the year. Nevertheless, I think the County Commission will be well aware of what is going on, how that money is being used, and I can assure you that there are numerous places where we can put it to good use. Thank you."

Commissioner Borries said, "I agree with all your comments, Ed, except that we don't sometimes have an unlimited pool of funds. I can't think of any instance where we have opposed any effort that either Vision 2000 or the Chamber of Commerce has tried to do for this community. I can't think of a single one. I also have some concerns as the result of special projects. To me, it would seem very hard to equate that with an actual formula if we start adding up our numbers here and keeping our little calculators out as to exactly how many jobs we're getting, etc. I think I'd prefer to consider even a flat special project kind of thing rather than to get into this business about we've got this job and we'll get \$200 for here, etc. I'm not into that. I think for the best of this community what I think I'm into is everybody working together to see if do have some special needs and special projects I understand that. But I don't know if I want to pull out my calculator and keep counting how many jobs we've got and whether or not we are entitled to this amount and that amount. I'd like to look in terms of perhaps a flat grant here -- maybe consider that. And I'd also like to say that I would certainly think that you're as motivated as Ken Robinson is to bringing new jobs into this community. So

I'm not counting the jobs. One new job to me is worth a tremendous amount for the future of this community. I'd want to re-think this business of this formula at this point and maybe consider some flat fee that could be used if we did have some special projects out there."

Commissioner McClintock said, "Rick, if you have concerns about the way this proposal is done, please direct those concerns at me. This was not drafted by the individuals in Vision 2000 or the Evansville Chamber of Commerce -- and I will certainly take full responsibility for the way it is set up. The reason it is set up on an incentive program is to provide exactly that. Yes, I know that Ken Robinson and Mr. Hafer and, indeed, the entire Board worked very hard to get jobs. But there has been some concern from members of the community that Vision 2000 has not been as successful as some might have thought. I think the recent announcement by Collis, the Allison announcement back last summer -- has shown the community that, yes, they have been successful but this is yet another way to reinforce that feeling in the community that Vision 2000 is successful and that the funding that they receive from the County is based upon that success and not just a number that is pulled out of the air. And the reason -- I'd like to give my reasons why I had included an opportunity for the Chamber of Commerce to be funded as well -- during the campaign we heard an awful lot about the need for helping the Chamber to work with existing businesses and we have not provided the Chamber with any funding over the past four years that I know of since Vision 2000 came into existence. And I felt that this was a way we could reach out to the Chamber and offer them an opportunity when they had projects that would help existing businesses -- that the funding would be there. I would like to try to deal with this in the very near future and, if it is all right with the other two Commissioners, would like to go ahead and place this on the agenda for next week's meeting. We do have Drainage Board and rezonings the other meetings and if we need time to discuss this, that would provide us with an opportunity to discuss this after all three Commissioners have had a chance to think about it over the week.

Mr. Richard Lythgoe approached the podium and requested permission to speak. He said, "As a taxpayer, I am a little displeased about this trend towards the free enterprize in Evansville becoming so expensive for the taxpayers. It is not free anymore. It is a heavy burden to us and has been for ten or twelve years. In the past there has been no accounting when we talk about jobs. I've known one place where they had one job where there were about ten (10) people part time working it and they counted that as ten jobs. And I think we should have some standards. It doesn't seem to me for it to be proper for us to cut back on welfare and Aid to Dependent Children and increase the other ADC (Aid to Dependent Corporations) -- and that is what we are setting up. We're having a whole class of firms that are on welfare -- and we ought to knock it off. Now I can understand Ed's problem with Kentucky and Illinois and other states; but it ought to be stopped everywhere. We shouldn't shift the burden -- we shouldn't have socialism for the rich -- shift the burden for taxes and take the public money and give it to private people. ADC should be for people not for corporations. And object to this blanket business of saying -- if you have a job, if it is a part time temporary job, it should be properly evaluated. And in the past when we've asked for some ethics, etc., we were never able to get any figures that would even half way justify all this heavy burden that the taxpayers have had. So I ask you to go slow with this kind of thing. I know you pick up the telephone book and you look in the section where it says 'The Government of Evansville' and the Chamber of Commerce is listed as part of the Government. But when it comes time to check these funds that we used to give the Chamber, we could never get the Chamber to use the Open Door Law to tell us how this money was spent. A lot of it was spent for junkets and things that the taxpayers didn't approve of. So I ask you to go slow with this.

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Thank you."

Commissioner McClintock thanked Mr. Lythgoe for his comments.

Commissioner Hunter said, "Mr. Lythgoe, I think your point is well taken -- but I think we have learned this after several decades of the national government doing it in the field of industry and agriculture. So I think your point is well taken."

President McClintock said this issue will be deferred until the December 7th Commission Meeting.

RE: AUTHORIZATION FOR ATTORNEY TO NEGOTIATE TEAMSTERS CONTRACT

President McClintock said this is the third agenda this item has appeared on. It is her understanding that the new administration would prefer to negotiate this contract after January 1, 1993. She has no problem with that whatsoever, but the Board needs to make that determination. She asked Commissioner Borries if this is his preference.

Commissioner Borries stated that would be his preference and Commissioner Hunter said he has no problem with that.

President McClintock instructed Ms. Farrell to remove this item from the agenda until after the first of the year.

RE: COUNTY ATTORNEY - JEFF WILHITE

written Report: Attorney Wilhite said he has submitted his written report.

RE: READING OF BIDS - LOCAL AREA NETWORK

Attorney Wilhite said bids were received as follows:

1)	COMPUSPAN, Inc.	\$48,097.89
2)	Automated Office Solutions, Inc.	\$48,383.00
3)	Kolb & Associates	\$45,089.00

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the bids are to be taken under advisement. So ordered.

RE: READING OF BIDS - BRIDGE #75

Attorney Wilhite read the following bids received:

1)	CCC of Evansville, Inc.	\$55,106.40
2)	Hazex Construction	\$60,778.00
3)	Phoenix Construction	\$59,142.22
4)	Southwest Engineering, Inc.	\$58,512.00
5)	CLR, Inc.	\$62,772.30

It was noted by Mr. Wilhite that all of the bids appear to be in order.

Commissioner McClintock said it is her understanding that the County Engineer would like to take the bids under advisement and make a recommendation at next week's meeting.

Motion to this effect was made by Commissioner Hunter with a second from Commissioner Borries. So ordered.

RE: KOESTER CONTRACT/LEASE OF PROPERTY AT 4723 GREEN RIVER COURT

With regard to Item #3 on his written report (the subject contract), Attorney Wilhite submitted a \$300.00 check.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the check was accepted, deposited and given to the secretary for deposit.

RE: PAYMENT OF CLAIMS/DAVID FRANKLIN & FRANK HASSEL

Attorney Wilhite said that a couple of meetings back, the Commissioners approved payment to David Franklin and Frank Hassel a couple of back wage payment claims. They both amounted to only about \$500 to \$600. He is tendering today the official agreement from the U. S. Department of Labor for execution.

RE: BETHEL UNITED CHURCH OF CHRIST CLAIM

Attorney Wilhite said that approximately a month ago, the attorney for Bethel United Church of Christ, Mike Mitchell, had submitted a phone inquiry to him. He gave a written response to David Savage indicating that there was a case out there that would justify our not paying for their relocating at a cost of around \$12,000 a sanitary sewer. That was followed up with a letter from Mike Mitchell that he received this week and he believes it was actually addressed to the Commissioners outlining his legal basis for the claim on behalf of the Church against the County. His legal advice to the Commissioners is, that under a case earlier cited, there probably is no clear legal obligation to do anything. However, they are making claims that they should have received more notice in time to relocate this sewer at a substantially less cost. They allege there was lack of proper notification and he cites some statutes. To some extent the Commissioners need to make a policy choice as to whether it is worth fighting or not. They have an argument. Maybe out of fairness it is something we ought to pay. Given the fees to fight it and everything, maybe the Commissioners ought to authorize him to try to compromise the matter -- like maybe 50%-50% something like that. What is the Commission's pleasure?

Commissioner McClintock said, "If you remember the letter sent by Mr. Mitchell, their claim basically (and this happened several years ago) was that when Green River Rd. was discussed they were not given proper notification and that is the basis of their claim."

Mr. Savage said, "Their private sewer system did not end up on the plans, which that is understandable for the forced main. Apparently there was no record of it. The lift station probably should have been caught on a field check and added to the plans -- and I don't know why it wasn't. However, there were public hearings held for the opportunity for all people in the county -- not just adjacent to the project -- to come and comment and look at the plans and raise questions. So I think that would play somewhat into the notice."

Commissioner Hunter asked, "David, would it have been their responsibility to see to it that the private sewer system was in some way registered somewhere so it would appear on that plan?"

Mr. Savage responded, "Well, the normal procedure would be -- had it not been on the plans, typically you would expect that during the hearing the property owner would raise the question and say, 'Hey, we've got a sewer out here, what are you going to do to it? I don't see it on this plan'. I don't know if they attended the hearing or not."

Commissioner Borries stated, "I can't recall that. It seemed to me there were a number of interested residents who attended those hearings. But didn't the developer to the immediate north at part of his expense put in this sewer? It was my understanding that the sewer of this church was already experiencing some difficulty in a private situation, as it was. One of the reasons there had never

been any move to, I guess, get into the other sewer was because of not only some lift station problems, but also the difficulty in accessing the other sewer."

Mr. Savage continued, "Well, anytime you have a -- and there are a number of private sewers -- some I know about of churches -- because the gravity sewers are just not close enough. As the area develops they want to tap into the gravity sewers because it is cheaper than maintaining the pump station. They were only able to do that at this point because of Spurling's development to the north. And I think the \$12,000 is what he charged them to connect their system into his system. Typically if any private facility is located on the right-of-way they are required to relocate at their own expense. And I, too, had sent a letter to Ms. Overbeck at the church detailing that."

Ms. McClintock said that without individuals here this evening representing the church she doesn't think the Commission is going to be able to make any kind of decision. We need to talk to them. We should put this item on the agenda for discussion on either December 7th or December 14th and have their representatives come. They can tell their story and answer questions from the Commissioners. Obviously there are some questions we can't answer. She then asked . Farrell to put this on the agenda for December 7th and asked Attorney Wilhite to contact Mike Mitchell.

Replacement of Plaque/Columbia Street: Commissioner Borries said he spoke earlier with Dave Savage about the West Side Nut Club plaque and the concerns of Mr. Bob Schaad regarding same.

Rucker Rd.: He also spoke with Mr. Savage concerning this road.

Old Boonville-New Harmony Rd. He spoke with Mr. Savage concerning calls from Ms. Ziliak, who is involved with a portion of Old Boonville-New Harmony Rd. west of I64.

RE: CONSENT AGENDA

President McClintock said she needs to add one Part Time employee for Vanderburgh Auditorium. The employee's name, if approved this evening, is Kelly Evans. We're hiring Kelly to be a coat check person at \$5.00 per hour. This is primarily through the holiday season. We've been paying a union person working there and they've worked out an agreement with the union concerning this and this will save the Auditorium a considerable amount of money.

Upon motion made by Commissioner Hunter and seconded by Commissioner Hunter the Consent Agenda was approved. So ordered.

RE: OLD BUSINESS

Ms. McClintock said the Commission had approved a contract with the Corrections Officers some time ago. Those funds for the clothing allowance was not ever put into the Sheriff's budget and we need to approve a motion to request County Council to put that money in the Sheriff's budget so those Corrections Officers can be paid their clothing allowance for 1992 in the amount of \$708.00.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: NEW BUSINESS

President McClintock said she wants to thank Sam Humphrey. He's been very supportive and helpful today in trying to help us get a situation taken care of. We have an employee at the Vanderburgh Auditorium who has a debilitating disease. This disease was originally diagnosed in September. That employee is still able to

and would like to continue to work his 40 hours per week. However, because of this disease the employee is unable to work the evenings and weekends that are required -- particularly during the holiday season. It is not that he is not willing to do it, but if he does work until midnight or comes in at 1:00 a.m. to clean up until 6:00 a.m., then this individual is not able to perform properly during the 40 hour work week. According to our union agreement, we would not have been able to use part time help to replace this individual because according to our agreement all of our union people have to be offered and working overtime before we can bring in the first non-union part time person in. She had a meeting this morning with the representatives of the Teamsters Union and they have agreed that this particular individual's hours should be limited to 40 hours per week -- a regular 8:00 a.m. to 4:30 p.m. schedule -- and that we can hire part time personnel at the established rate -- and this is established in this contract -- of \$8.10 per hour to assist in the tear down, clean up of the Auditorium getting ready for and following events. I did meet with Sam this morning and they have already prepared a transfer to transfer funds from Union overtime to part time account and Sam has agreed that once we get the personnel approved (we still approve these people -- they come on a pink slip and everything) that we can go ahead and pay these people even knowing the money will be transferred by Council. She said she just wanted to apprise the Commissioners that we did have that situation and this is what we've done to handle it -- and give the other Commissioners an opportunity to ask questions.

Commissioner Hunter said he has no problem with what she has done. He does, however, have a question. Does this disease, in any way, interfere with this person's ability to do the job as outlined in the job description and does this result in us having any kind of liability?

Commissioner McClintock said that is an excellent question. The other thing we agreed to -- this is not a contagious disease, so she doesn't want anybody to think this individual has a contagious disease -- the other thing the Union agreed to and what she was concerned about -- because it is a physical debilitating disease -- was that we were not placing this individual in a situation where we were asking him to do physical labor that could harm him. Further, they have agreed that this individual will be tested by St. Mary's OccuMed to see what limitations they have on their physical disabilities.

Commissioner Hunter asked if this testing by OccuMed can be done on a regular basis -- because this is debilitating and this person obviously is going to lose ability to work.

Ms. McClintock said it will have to be. As it progresses, at some point the County is going to have to deal with this whole issue. As I know and you are familiar -- you can't just go from a job on Friday and get your Social Security Disability on Monday -- and there is a time lag there. Because of the ADA, the County may be faced with some kind of leave commitment to give them an opportunity to get on that. But he is not to that point yet and we did not feel it was appropriate to ask this individual to resign -- particularly at this time of year and leave his family without any means of support. The Auditorium staff thinks it's workable, he thinks it's workable, and the Teamsters Union is very pleased with how the staff has handled it.

Ms. McClintock said the Board doesn't have to take any action tonight, but we will need to approve those part time people.

Letter to SCT re Computers: Mr. Abell said he has the letter addressed to Roger Elliott, prepared at the request of the Board.

Ms. McClintock said that at last week's meeting Auditor Humphrey brought up a problem he had with the computers going down in his

office and not being able to work. He requested, and the Board approved, the drafting of a letter to Mr. Elliott. She then read the letter into the record (copy attached hereto). The Commissioners then signed said letter.

Ms. McClintock entertained further matters of New Business to come before the Board.

RE: SCHEDULED MEETINGS

President McClintock directed the group's attention to the Commission Meeting next week (December 7th) -- saying it will be held in Room 301 since the State Board of Tax Commissioners will be holding Budget Hearings on December 7th and December 8th in Room 307.

Commissioner Hunter noted he will not be present at next week's meeting, as he will be on a 3-day Field Trip with a group of students at the Signature School.

RE: DRAINAGE BOARD MEETING

Commissioner Hunter said the Commissioners are not meeting on Monday, December 28th, the week they normally would hold a Drainage Board Meeting. The Surveyor already has a couple of items that may have to be considered. Following brief discussion, it was determined the Commissioners will hold a Drainage Board Meeting on Monday, December 14th, immediately following the Commission Meeting and the Secretary was instructed to advertise same.

There being no further business to come before the Board, a motion was entertained to adjourn. Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered. Meeting adjourned at 6:15 p.m.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Sam Humphrey, County Auditor
Jeff Wilhite, County Attorney
Dave Savage, County Engineer
Ed Hafer, Vision 2000
Ken Robinson, Vision 2000
Pam Martin, Chamber of Commerce
Richard Lythgoe
Mark Abell/Commission Office
B. J. Farrell/Commission Office
Bud Reitmeyer/CLR, Inc.
Jim Allen/Southwest Engineering
Gerald Parkinson/Phoenix Construction
Tom Kolb/K&A
Others (Unidentified)
News Media

COMMISSIONERS MEETING
November 30, 1992

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SECRETARY: Joanne A. Matthews

Carolyn S. McClintock
Carolyn S. McClintock, President

Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

MINUTES
COUNTY COMMISSIONERS MEETING
DECEMBER 7, 1992

I N D E X

<u>Subject</u>	<u>Page No.</u>
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Introductions & Pledge of Allegiance	1
Awarding of Bids	1
L.A.N. (Local Area Network)...Deferred	
Bridge #75/Project VC-92-10-01 (Awarded to CCC - \$55,106)	
Vision 2000/Request for Additional Funding (Deferred).....	1
Bethel United Church of Christ (Sewer) ... (Deferred).....	2
Proposal re Manager's Residence/Burdette Park	2
Approved Going on Council Call for \$80,000 for demolition of old structure, with new structure to be built)	
Request to Negotiate Agreement with Plaintiff	3
Manatron Agreement....(Deferred one week)	3
County Attorney - Gary Price	3
Lant-Davis Litigation	
Written Report	
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Speed Limit/Old Henderson Rd. (not yet ready to make a recommendation)	
South Tekoppel Avenue	
Expansion of Office Area/County Highway Garage	
Request for Waiver of Sidewalks/Autumn Hills III Sub	4
Waiver of Sidewalks granted; must have curbs before streets will be accepted	
Applications for County Engineer Position	
Plaque/Columbia-Delaware Overpass	
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Rucker Rd. (No records can be found indicating this road was ever accepted for County maintenance)	
Consent Agenda	7
Old Business (None)	8
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Scheduled Meetings	8
Executive Session	
Drainage Board Meeting (December 14th)	
Meeting Adjourned @ 6:10 p.m.	8

COUNTY COMMISSIONERS
December 7, 1992

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MINUTES
COUNTY COMMISSIONERS MEETING
DECEMBER 7, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. in Room 301, with President McClintock presiding. Commissioner Hunter was absent. He was on a field trip with a group of students.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Abell, Price, herself, Borries, Humphrey and Matthews). She said the first thing she would like to do is to wish Joanne Matthews a Happy Birthday. She subsequently asked the group to stand for the Pledge of Allegiance.

Ms. McClintock then asked if there are any groups/individuals present who wish to address the Commission but do not find their particular item of interest on this evening's agenda. There was no response from the audience.

RE: AWARDING OF BIDS

L.A.N. (Local Area Network): It was noted by President McClintock that Ms. Susan Jeffries of Purchasing has requested that this matter be delayed until December 14th.

Bridge #75 (Project VC-92-10-01): Mr. Savage said there were five bidders, as outlined in the minutes of last week's meeting. It is his recommendation that the Board award the project to CCC of Evansville, Inc. in the amount of \$55,106.00, noting this is about \$12,000 lower than the bid the Commissioners took two weeks ago. They sharpened their pencils.

Upon motion made by Commissioner Borries and seconded by Commissioner McClintock the bid was awarded to CCC of Evansville, Inc. in the amount of \$55,106.00. So ordered.

RE: VISION 2000/REQUEST FOR ADDITIONAL FUNDING

Ms. McClintock said the Commission discussed this request briefly last week and deferred this matter to this week. There were some concerns about having a formula as opposed to a flat fee, she believes; also, in having the expenditures operating under the Open Door Law. She will now open this up for discussion.

Commissioner Borries said he doesn't have a lot of discussion beyond what was talked about last week. He would prefer to study this further; he is just not satisfied with that formula. He has no reason at this time -- to look at it in a formula here quite in that fashion. Also, he would prefer to be able to study the County's financial position after the first of the year before making a decision on it. So he is not prepared at this time to vote on that.

Ms. McClintock said, "Commissioner Borries, this Resolution that had been prepared was based upon that formula. Would you support a flat grant or availability of grant to Vision 2000 and the Metropolitan Evansville Chamber of Commerce of \$25,000 annually that would be available in this fund?"

Commissioner Borries responded, "I might. But, again, I do have some concerns about the Open Door Law. Also, since we do not have a contract in place right now with the Chamber of Commerce I would want to examine that further. So, again, I am not prepared to vote

COUNTY COMMISSIONERS
December 7, 1992

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on that at this time."

Ms. McClintock said, "I'll suggest to you what I am prepared to do. I will re-write or have this re-written to reflect a flat grant that would be available to Vision 2000 and the Chamber of Commerce and I will have that on the agenda at next Monday's meeting since Mr. Hunter is not here to vote on it. I know he supports that. The reason I would like to get this done is because right now with the Defense Department project, this is a perfect example of when these kinds of funds are needed to help this community put together economic development packages and, frankly, we're scrambling now trying to get consultants to volunteer and I think that's wonderful and we can continue to do that in some cases. But that is not always going to happen. So I think that there is an urgency here and I've been assured by members of Council that an additional \$25,000 to Vision 2000 and the Chamber of Commerce is not going to place an unnecessary burden upon the taxpayers of this community. So I will put that on the agenda for next week."

RE: BETHEL UNITED CHURCH OF CHRIST/SEWER

President McClintock said the other item deferred from last week was the discussion on Bethel United Church of Christ -- because we started the discussion and really felt we needed members of the Church here to answer some questions that all three Commissioners had. Is there anyone here representing Bethel Church this evening? (There was no response.) Ms. McClintock said she will contact the Church and determine if there is still some interest in their coming to a meeting. She did talk to them Tuesday after the meeting and indicated it would be on the agenda. If they're still interested, we'll put it back on the agenda. If not, we won't.

RE: PROPOSAL RE MANAGER'S RESIDENCE/BURDETTE PARK

Councilman Curt Wortman said he went out and inspected the Manager's residence along with Mark Tuley and several of his aides. This structure was started in 1939 and has been added to ever since. They all had good intentions, so we won't criticize them on that -- because money was no doubt tight and they all tried to put forth their best effort to accommodate the park manager. The final addition was in 1969 and it was insulated in 1991. What they found during the inspection was that the residence has two types of heat -- electric and gas -- and no metering on there outside of one meter takes one of one area. He is sure the utility bill is tremendous. Also, the gas piping is inadequate. There is no source to cut off the electric. The building is cracking and coming apart. If we're going to stick more money in this structure, we're going to have a building that is not right for the housing of the manager. The structure ought to be torn down and replaced with an energy efficient residence that will last a long time and we could try to get it to blend with the environment at the park (there will be other cottages). There is one place where the water pipes freeze under the floor. They have a hole cut in the floor and they stick an electric heater down there. What if they forget that? Then there's danger of a fire. We leave that and go to the one bedroom and there is no escape there and he has children out there. If something happens, it's too late. On behalf of Mr. Tuley and the Council he is asking the Commission if they would put it in the form of a motion to demolish the old structure and build a new residence.

Commissioner Borries said, "Curt, I am real impressed. The old watch dog you are -- if you come up with a proposal like this I know there must be some serious problems out there. Are you envisioning that some of the framing and outer structure could be done and because of the skills those park employees have gained through the years with their extensive remodeling work, are they going to be able to do some of that work in house to save money?"

COUNTY COMMISSIONERS
December 7, 1992

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Mr. Wortman responded, "Yes, and I didn't elaborate on that. I'm glad you brought my attention to that. Yes, we have advanced out there with skilled people and they've come a long way and done real good. I think some of the work on the cottages out there -- you can go out there and it will be displayed. You can see their craftsmanship. We thought we'd try to do it in house and save the County money instead of contracting it all out. That way, they're not standing around getting stiff over here -- we've always got something for them to do and this is a good project for them out there. That's really an advantage out there -- we concentrated on that effort and I think it is going to have good rewards in the end."

Based upon Councilman Wortman's request, Commissioner Borries moved going on Council Call to request \$80,000 for demolition of the old residence and construction of a new manager's residence at Burdette Park. Motion seconded by Commissioner McClintock and so ordered.

RE: REQUEST TO NEGOTIATE AGREEMENT WITH PLAINTIFF

President McClintock apologized and said she forgot last week to request action following the Executive Session held last Monday. We had a request from our Attorney and authorized him to negotiate an agreement and the amount would then have to come back and be placed into the record. But we did agree to authorize him to negotiate an agreement with this particular plaintiff.

Motion to this effect was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered.

RE: MANATRON AGREEMENT

Commissioner McClintock said approval of the Manatron Agreement will be deferred until next week. Neither she nor Rick know any background on what this equipment is for. She is sure it is perfectly legitimate. However, would Mr. Abell ask someone from the Assessor's office to come to next week's meeting so they can explain it. If they can't do that, call her and Rick individually and talk to them so they understand the background.

RE: COUNTY ATTORNEY - GARY PRICE

Lant-Davis Litigation: Commissioner McClintock asked Mr. Price if Betty Lou Jerrel called him. She had a question on the subject litigation and wondered which attorney was handling same. Ms. McClintock then asked Mr. Price to call Ms. Jerrel tomorrow.

Written Report: Attorney Price said he has submitted his written report.

Ms. McClintock entertained questions of Mr. Price. There were none.

RE: COUNTY ENGINEER/DAVE SAVAGE

Speed Limit/Old Henderson Rd.: Mr. Savage said they are not yet ready to make a recommendation regarding the speed limit on Old Henderson Rd.

South Tekoppel Avenue: Mr. Savage said that as the Commissioners will recall, the intent of the Commissioners was to name the new Union Township Overpass Tekoppel Avenue. The Commission asked that he coordinate with the City and have that part done first. The City has done that. They've taken the name off the old alley to the west of Tekoppel and have now named out to the City Limits of Tekoppel. He would recommend the Board designate the new overpass project from the City Limits to Old Henderson Rd. as South Tekoppel Avenue.

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Motion to this effect was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered.

Commissioner Borries asked, "I had some questions earlier. Will you be able at some point to make contact with the Traffic Engineering people? Again, I have some continuing concerns about the safety in that area - particularly signage at night."

Mr. Savage said they looked at that and the signs are being prepared. There are a number of the Chevron type air board signs as you go around and then the big arrow board at the "T" intersection, along with a street name sign.

Expansion of Office Area/County Highway Garage: Mr. Savage said he believes Mr. Howard may have discussed this with the Commissioners. Currently at the County Highway Garage the only place that the foremen have to do their paperwork (work orders and such) is basically the dashboard of a car. He feels that if we could make a place for them to have desks that it would add to the efficiency of the operation out there. With in house forces this winter, he intends to add on to the office portion of the garage back into the area. They talked to Mark about the availability of funds from the building accounts. It appears that it would cost about \$6,000 to do the work. Mark said they have about \$2,500 available in the buildings accounts and if we could move \$3,500 from the bituminous materials account into garage and motor we could purchase the materials out of both accounts and get that work started.

Mr. Borries asked if that is coming out of this year's budget?

Mr. Savage confirmed that it is. However, completion of the work will depend on how much snow removal, how much warmer weather where we can do asphalt patching, etc.

Motion to approve was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered.

RE: REQUEST FOR WAIVER OF SIDEWALKS/AUTUMN HILLS III SUB: It was noted by Mr. Savage that he has a request from Associated Land Surveyors & Civil Engineers for waiver of sidewalks in Autumn Hills III subdivision. This is off Koressel Rd. on the northwest side. It is a long cul-de-sac and a hilly wooded area. He believes the Board has previously waived the requirement for sidewalks in several similar areas.

Ms. McClintock asked if Mr. Savage knows how far this subdivision is from the City Limits.

Mr. Savage said he does not know -- but his guess would be that it is five miles or more. His guess is that the lot size is between 3/4 and one (1) acre -- it's not a dense housing situation. There are approximately 20 lots.

Mr. Borries asked if there are rolled curbs and gutters.

Mr. Savage said there are not -- and that was his next question. He recalls looking in the paper in the past and seeing requirements that curbs be included. He can't find anything on the standards and Mr. Kercher indicated that he was not aware that that was an absolute requirement. What they have submitted does not have curbs and he wanted to clear that before -- although they didn't request a waiver for curbs. Their typical sections showed a 24 ft. width street.

Mr. Borries said he doesn't know why they would not -- or why Gary would suddenly now have an absence of memory. I mean, I cannot recall any subdivision -- that may come through Area Plan via County specs there, but I can't recall any subdivision -- we've had some battles with a few of the developers who wanted to get a

COUNTY COMMISSIONERS
December 7, 1992

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little fancy. I remember one who wanted to put a brick edging off that, but it didn't really fit as a rolled curb. What kind of shoulders do we have out there -- 6 ft.?

Mr. Savage said he believes in the new phase they are 6 ft. On the first phase they only have 2 ft. shoulders.

Mr. Borries asked, "They don't have curb and gutters on the first phase either?"

Mr. Savage responded negatively.

Mr. Borries stated, "I'd have to defer this one then, because -- I'd consider the sidewalk -- but I'm not considering accepting those streets until I figure out who gave them the instructions of how they would go in there and design a road that didn't have curb and gutter. Commissioner McClintock may want to comment on that, but I can't recall any instance where we've ever waived that nor said that they ..."

Mr. Savage commented, "I have no problem with that. I think it is good practice to have the curbs -- particularly if you don't have a wide shoulder."

Mr. Borries continued, "I can recall time, after time asking this and looking at these and various we've accepted, we need to put that in there. But I cannot imagine why that would not be a requirement."

Mr. Savage said, "I can make sure that a note is put on the standard sections that curbs are required -- either rolled or stand out and..."

Mr. Borries asked who the developer is?

Mr. Savage said it is Dewey Burdon. I assume that if he doesn't want to pursue acceptance that he could go ahead and do that. He has a rock road there now that has been there for several years. In those situations I have been trying to make clear to the people and when I can, require that it be put on the deeds of the people who buy the lots that unless, in this instance, curb and gutters are installed on the road that the road will not be accepted for County maintenance.

Mr. Borries asked if Mr. Savage knows what kind of pavement we've used on this.

Mr. Savage said it is asphalt pavement.

Mr. Borries asked if there is a grade to it.

Mr. Savage said there are some fairly steep grades.

Ms. McClintock said she has no problem with deferring this matter.

Mr. Savage said he thinks Mr. Burdon wants to finalize his road plans. If we know what we will allow with the sidewalk, we could request the grant for waiver of that and just tell him that he has to have curbs if he wants the street accepted.

The Commissioners indicated this will be satisfactory and Mr. Borries so moved, with a second from Commissioner McClintock. So ordered -- with the understanding on the curbs.

Applications for County Engineer: Mr. Savage said the applications for the position of Director/Engineer have begun to slack off and he thinks we need to cull that list. As indicated in correspondence to the Commissioners, he has sensed that there may be some changing in that position and he wonders if we should

COUNTY COMMISSIONERS
December 7, 1992

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notify a short list and tell them about the probable changes and ask them if they are still interested. He wondered about the possible changes in the responsibilities and if we should leave the salary at the \$45,000 cap that was established before.

Commissioner Borries said, "Well, I do envision some changes. As you know -- and I am not going into any long spiel tonight -- my concerns about the position is it was currently structured at what your current responsibilities are. I do envision that position being one which will focus in on the engineering portion of what the County need to do. That would include maybe working with a person through the County Highway, but not directly in charge of the day-to-day operations. So I have no objections if you would inform them of that. Insofar as the salary, I certainly want to cap that at where we were before we'd start any negotiations."

Mr. Savage said the ad indicated up to that amount commensurate with experience, so there is some latitude there. He will go ahead and short list probably one-third of the applicants and ask them if they'd still like to proceed.

Plaque/Columbia-Delaware Overpass: Mr. Savage said that last week Commissioner Borries had some questions concerning the plaque that was in place. That has been removed and salvaged and it is not set up to be reinstalled on the rehabbed structure, but it can be. It may require a small change order to do that -- or it could be disposed of -- however the Commissioners would like to handle this.

Commissioner Borries said he is not a fan of change orders, but he would certainly support that one. He knows that former Commissioner Schaad was most concerned about the historical portion of it, particularly because of the West Side Nut Club's involvement. Commissioner Borries said he would see if at possible to make sure that the plaque is placed back on the structure. He has talked to the Consultants about this -- Mr. Dillard, who is perhaps one of the inspectors out there -- he has indicated he would also try to find an appropriate spot for the plaque.

Mr. Savage said we may be able to get the contractor to do it without any charge. He will try to do that.

Ernestine Ziliak Property: It was noted by Mr. Savage that there is a frontage road of sorts off of Boonville-New Harmony. He went out and they dug through the plans. There is still a little confusion as to who owns -- it appears that the County owns part of that right-of-way. It is part of the Old Boonville Highway and this is much less clear, but it appears that there is about 30 ft. of the Ziliak property that opens up onto that.

Mr. Borries said it is a strange situation. She talked about this a couple of years ago and then she called him. He doesn't know if she ever expected an answer or something -- but it is just a strange situation where the road just stops there.

Mr. Savage said the old road came around like so and then when they built I-64, it bent up a little bit to the north. They used this old section of pavement as a frontage road to serve about three houses. Then they cut the road off at the last driveway and then there is a strip of grass that goes on down to the right-of-way fence for the interstate and there is a guard rail there. So the designated area at the end of the grass -- if the plans are accurate -- it appears she has about 30 ft. of access to the right-of-way. Typically, a property owner -- if the County agreed -- could put some kind of pavement in there. There was one right-of-way drawing in the Boonville-New Harmony Rd. project, however, that showed half of that right-of-way (the part that she ties onto) as belonging to the property owner, which would indicate some kind of a vacation. We couldn't find any records of it.

COUNTY COMMISSIONERS
December 7, 1992

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Commissioner Borries said, "All she said is that she intends to build a house back in that area she owns in the field and she wants to know how she can get back there. So obviously we've got to figure out who owns the property."

Mr. Savage said that as the next step he would suggest our contacting the person that the one drawing showed it vacated to. He'll touch base with them and see if that can't be done.

Rucker Rd.: The last item on his agenda concerns Rucker Rd. That is an old section of road that went through the Airport property. It has now been extended under another name to some other houses back there. We don't have any indication that it was ever accepted for maintenance. It was rocked for several years and just in the last couple of years the developer has paved it. But, to our knowledge, it has not been accepted for maintenance.

Commissioner Borries said the confusion was that there was a portion that went back there that this person didn't feel was accepted, but he was wanting to know about this portion off Oak Hill Rd. He asked if Mr. Savage doesn't seem to think that...?

Mr. Savage said, "As Whetstone comes up and deadends into the airport property or the railroad, Rucker used to come down and go in designated direction. Designated portion is still Rucker Rd., but they extended it on down. So it looks like the same road (and this is Pine Gate) and it is a rock road which, I believe, is private. A designated portion appears to be public right-of-way because it is part of Old Rucker Rd., but we have no record of Rucker Rd. being accepted for maintenance nor is it on the gas tax rolls."

Mr. Borries asked, "So if the residents or someone nearby, at their expense, wish to do something about it, they could?"

Mr. Savage said, "If it is brought up to standards, then we could accept it."

Mr. Borries asked, "But at this point you are saying that it is not accepted?"

Mr. Savage confirmed that is correct. He said he understands there were roads accepted and somewhere in the minutes back years ago they didn't end up on the list and that could possibly be the case. But we have no records that Rucker Rd. was ever accepted.

RE: CONSENT AGENDA

Ms. McClintock said the approval of minutes of November 30, 1992 needs to be added to the Consent Agenda. There is also a list or claims from Mr. Savage and additional employment changes that came in late. She asked B. J. to attach them to the back today's meeting agenda. Therefore, the Consent Agenda continues on the back two pages of the meeting agenda. She then entertained questions concerning items on the Consent Agenda.

Commissioner Borries queried Ms. McClintock about Item (e) -- Checks Received. It says Controller of Vanderburgh County. Would that be something that has to do with the Solid Waste Management District?

Ms. McClintock said it is Controller of the City of Evansville to Vanderburgh County -- payment on Joint Department. It doesn't designate which department, but it is Controller of the City of Evansville.

There being no further questions or corrections, a motion to approve was entertained.

COUNTY COMMISSIONERS
December 7, 1992

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Motion to this effect was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered.

RE: OLD BUSINESS

Ms. McClintock entertained matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Ms. McClintock entertained matters of New Business to come before the Board.

Ensle Place: Commissioner Borries said the residents of Ensle Place have concerns about some cracks and the condition of the road. He is passing information concerning same along to Mr. Savage at this time.

RE: SCHEDULED MEETINGS

Executive Session: Commissioner McClintock called the group's attention to the fact that an Executive Session has been scheduled for 3:00 p.m. on Thursday, December 19, 1992, for purposes of bringing the Commissioners up to date on the proposal for the Defense Department project.

Drainage Board Meeting: Ms. McClintock said she is also calling attention to the fact that a Drainage Board Meeting has been called for Monday, December 14th, immediately following the Commissioners Meeting, since the December 28th Commission Meeting has been canceled.

There being no further business to come before the Board, Ms. McClintock entertained a motion to adjourn.

Motion to this effect was made by Commissioner Borries, with a second from Commissioner McClintock. So ordered. Meeting adjourned at 6:10 p.m.

PRESENT:

Carolyn McClintock
Richard J. Borries
Sam Humphrey, Auditor
Gary Price, County Attorney
Mark Abell, Commission Office
David Savage, County Engineer
Curt Wortman, County Council
Others (Unidentified)
News Media

ABSENT: Don Hunter

SECRETARY: Joanne A. Matthews

Carolyn S. McClintock
Carolyn S. McClintock, President

Richard J. Borries
Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK
DON L. HUNTER
RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

December 7, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - A. Awarding of Bids:**
 - 1) L.A.N. (Local Area Network) *defer until 12/14/92 per Susan Jeffries**
 - 2) Bridge No. 75 Project # VC 92-10-01)**
 - B. Vision 2000 Funding Proposal
(defer from 11/30/92)**
 - C. Bethel Church
re: Discussion (defer from 11/30/92)**

D. Mark Tuley/Burdette Park
re: Discussion for Council Call

E. Executive Session of 11/30/92
re: discussion and vote

F. Manatron Agreement
re: for signatures

6. DEPARTMENT HEADS

Gary Price ----- County Attorney
Dave Savage ----- Public Works

7. CONSENT ITEMS

A. Travel/Education Requests

Health (2) Knight Township Assessor (2)

County Assessor (9) Pigeon Township Assessor (3)

B. Engineering Department Requests:
* see attached

C. Employment Changes:

County Clerk/Appointment

Kristen Burton/Deputy Clerk 14,180.00/YR 11/30/92

County Clerk/Release

Kristen Burton/Pt Time 5.00/HR 11/25/92
Vernon W. Currin . 11/20/92

Treasurer/Appointment

Jayne Berry Bland/Treasurer 38,045.00/YR 12/01/92
Jeffrey L. Sloan/Chief Deputy 27,511.00/YR 12/01/92

Treasurer/Release

Jayne Berry Bland/Chief Deputy 27,511.00/YR 12/01/92

Prosecutor/Appointment

Melissa Ann McKune/ParaLegal Sec'y (Step Increase-six months)	17,775.00/YR	11/19/92
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Prosecutor/Release

Melissa Ann McKune/ParaLegal Sec'y	16,952.00/YR	11/19/92
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Circuit Court/Appointment

Sheila Eichmiller/Probation Counselor	6,825.00/YR	11/30/92
Karla Spencer/Intern	6.50/HR	11/16/92
Charles Campbell/Extra Help	6.00/HR	11/16/92
Sandra Wehr/QMA	7.00/HR	11/16/92
Teresa Dyer/Extra Help	7.00/HR	11/16/92
Stacey Burger/Extra Help	7.00/HR	11/16/92
Robert Hayes/Intern	4.75/HR	11/23/92
Tracy Meredith/QMA	5.00/HR	11/16/92
Lance Miles/Pt Time Correc. Officer	7.00/HR	11/25/92
Spencer Vanmeter/Pt Time Correc. Officer	7.00/HR	11/25/92

Circuit Court/Release

Sheila Eichmiller/Intern	4.75/HR	11/29/92
Karla Spencer/Probation Counselor	6,825.00/YR	11/15/92
Charles Campbell/Extra Help	6.00/HR	11/15/92
Sandra Wehr/QMA	7.00/HR	11/15/92
Teresa Dyer/Extra Help	7.00/HR	11/15/92
Stacey Burger/Extra Help	7.00/HR	11/15/92
Vicki Kavanaugh-Gipson/Pt Time Correc. Off.	7.00/HR	9/01/92
Michael Dietsch/Correction Officer	17,699.00/YR	11/23/92
Patricia Hadden/QMA	7.00/HR	11/14/92

Vanderburgh Auditorium/Appointment

Kelly Ann Evans/Clerical	5.00/HR	11/30/92
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Burdette Park/Appointment

Edwark Bergwitz/Pt Time Gr. Crew	4.50/HR	11/21/92
Juliana Murphy/Pt Time Gr. Crew	5.00/HR	11/18/92

Prosecutor's Office/Appointment

Mary M. Cox/Clerical	14,864.00/YR	11/30/92
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Prosecutor's Office/Release

Mary M. Cox/Clerical 14,200.00/YR 11/30/92

Health/MCH/Release

Penny Briel/Social Worker 23,158.00/YR 12/08/92

D. Claims for payment:

1) Forest Hills 100.00
re: Reimbursement for Skating Party (cancelled due to
rink being demolished)

E. Checks Received:

Controller of Vanderburgh County 20,737.76
Koester Contractor 1,100.00

**F. Council Call/ Weights and Measures
County Commissioners**

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

Scheduled Meetings:

MON	Dec 7	County Commissioners	5:30 PM	RM 301*
* Note Room Change				
THUR	Dec 10	County Commissioners	3:00 PM	RM 307
Executive Session				
MON	Dec 14	Solid Waste	4:30 PM	RM 307
County Commissioners 5:30 PM RM 307				
Drainage Board Immediately Following*				
* Note date change of meeting				
WED	Dec 16	County Council	3:30 PM	RM 301*
*Special transfer meeting				
MON	Dec 21	County Commissioners	5:30 PM	RM 307
Rezonings 7:00 PM RM 307				
MON	Dec 28	NO MEETING -- HAPPY HOLIDAYS		
WED	Dec 30	Personnel/Finance	3:30 PM	RM 303

AGENDA REQUEST

NAME OF REQUESTOR: David L. Savage
REQUESTOR TITLE: Interim Director
DEPARTMENT: County Engineer
REQUEST(S) BEING MADE:

GREEN RIVER ROAD - CHANGE ORDER #7 \$8,624.50

U.S.I INTERCHANGE - REVIEW APPRAISALS:

Mary Louise Bailery -- Parcel #19 (\$3,250.00)
J. Randall Bailey, Et Ux -- Parcel #20 (\$2,250.00)
Gilbert H. Hartig, Et Ux -- Parcel #28 (\$8,000.00)
Steven D. Hoffman, Et Ux -- Parcel #31 (16,400.00)

CLAIMS:

LYNCH ROAD EXTENSION -- 216-4827

Clerk of Superior Court (Appraisers \$600 each)	\$1,800.00
Clerk of Superior Court (Appraisers \$800 each)	\$2,400.00
Clerk of Superior Court (VanWinkle)	\$18,500.00

GREEN RIVER ROAD -- 216-4910

United Consulting (Construction Eng/Phase 1)	\$40,327.26
--	-------------

CONTRACTUAL SERVICES -- 203-3930

Charles W. Ruston (Inv # 13 32 hrs)	\$ 384.00
Charles W. Ruston (Inv.# 14 32 hrs)	\$ 384.00

COLUMBIA/DELAWARE BRIDGE #1C -- 203-4353

United Consulting (Const. Eng. Svc)	\$14,803.11
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UNION TOWNSHIP ACCESS PROJECT -- 430 BOND

U.S. Cellular (Oct., 92 service)	\$ 300.00
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U.S.I. INTERCHANGE -- 430 BOND

Michael & Nancy Schindler (parcel #4)	\$2,850.00
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ACCEPTANCE OF WARRANTY DEED (SCHINDLER)

DATE TO BE PLACED ON AGENDA: 12/07/92

ACTION CONSENT XXXX OTHER

Additional Employment Changes

Superior Court/Appointment

Shannon McNary/Clerical Asst.	30.00	other pay	11/30/92
Kendra K. Grammer/Sm. Claims Sec'y	30.00	other pay	11/23/92

Sheriff/Release

Paul Roybal/Clerk-Typist	14,238.00/YR	12/01/92
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Sheriff-Jail/Release

Jeffrey Bentley/Correction Off. Clothing Allowance	12/01/92
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Knight Township Assessor/Release

Helen Hammer/Business PP	17,938.00/YR	12/01/92
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Knight Township Trustee Office/Appointment

L. Cova Morris/ Clerk	14,815.00/YR	12/01/92
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Knight Township Trustee Office/Release

L. Cova Morris/Invt. Pt. Time	5,348.00/HR	11/27/92
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County Highway/Release

Gilbert W. Higgins	10.42/HR	11/30/92
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Cumulative Bridge/Release

Jim Griffin/Part Time Help	5.00/HR	11/20/92
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**COUNTY ENGINEER'S
AGENDA**

DECEMBER 7, 1992

ITEMS

1. OLD PETERSBURG RD BRIDGE #75
Award Contract
2. OLD HENDERSON ROAD - *Decrease*
Speed Limit
3. SOUTH TEKOPPEL AVENUE - COUNTY PORTION - *App'd.*
Re-Name Street
4. REQUEST - COUNCIL CALL/LOCAL ROADS & STREETS
Transfer: From 216-2530 Bituminous Material
to 216-2230 Garage & Motor \$3500.00
App'd.

5. AUTUMN HILLS III - REQUEST FOR
SIDEWALK WAVER
6. DIRECTOR/ENGINEER POSITION

U

AGENDA REQUEST

NAME OF REQUESTOR: Dave L. Savage
REQUESTOR TITLE: Interim Director
DEPARTMENT: County Engineer
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ACCEPTANCE OF WARRANTY DEED (SCHINDLER)

DATE TO BE PLACED ON AGENDA: 12/07/92

ACTION CONSENT XXXX OTHER

ZIEMER, STAYMAN, WEITZEL & SHOULDERERS
ATTORNEYS AT LAW

P. O. BOX 916 • 1507 OLD NATIONAL BANK BLDG.
EVANSVILLE, INDIANA 47706-0916

TED C. ZIEMER, JR.
ROBERT F. STAYMAN
STEPHAN E. WEITZEL
PATRICK A. SHOULDER
MARCO L. DELUCIO
GREGORY G. MEYER
REBECCA T. KASHA
GARY K. PRICE
STEVEN K. HAHN
DAVID A. GUERRETTAZ
ROBERT L. BURKART

—
TELEPHONE (812) 424-7578
TELECOPIER (812) 421-5089

JOHN E. EARLY
(1912-1983)

December 7, 1992

Ms. Carol McClintock, President
Vanderburgh County Commissioners
Civic Center Complex
Room 305
Evansville, Indiana 47708

RE: Report of County Attorney to Regular Meeting
of Commissioners (December 7, 1992): Status
of Various Legal Matters

Dear Ms. McClintock:

Herewith I submit to the Vanderburgh County Commissioners my report as Vanderburgh County Attorney on the status of various legal matters as of the regular meeting of the Vanderburgh County Commissioners held December 7, 1992:

1. The Vanderburgh County Treasurer has been named a defendant in a foreclosure action filed by The City of Evansville v. Joseph P. Coslett, et al, in the Vanderburgh Superior Court as Cause No. 82C01-9211-CP-421. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed on behalf of the County Treasurer.
2. The Vanderburgh County Treasurer has been named a defendant in a foreclosure action filed by The City of Evansville v. June L. Coslett, et al, in the Vanderburgh Superior Court as Cause No. 82C01-9211-CP-420. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed on behalf of the County Treasurer.
3. At the request of the Vanderburgh County Drainage Board, this office reviewed a certain Storm Sewer Easement submitted to the Commission by Robert L. Woodward in regards to the property more commonly known as Old Boonville Highway Commercial Park. After review, this office made revisions wherein said easement clearly

Ms. Carol McClintock
December 7, 1992
Page 2

stated that property owners abutting such easement were responsible for any maintenance to such storm sewer easement, and delivered a copy of the easement to Mr. Woodward for review.

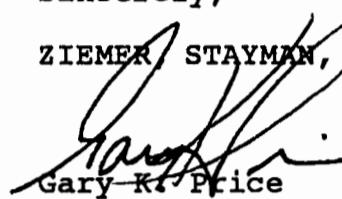
4. The Vanderburgh County Treasurer and Auditor have been named defendants in a petition filed by Richard L. Emery for issuance of a tax deed. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed on behalf of the County Treasurer.
5. The Vanderburgh County Treasurer and Auditor have been named defendants in a petition filed by Mary A. Ludwick for issuance of a tax deed. The County Treasurer's records indicate that real estate taxes are currently due and owing to Vanderburgh County by virtue of the subject matter of the cause of action. An Answer was filed on behalf of the County Treasurer.
6. At the request of the Vanderburgh County Commissioners and Given & Spindler Management Group, this office prepared an opinion in connection with the issue of whether the Auditorium may be held liable for unlicensed musical compositions performed at the Auditorium. After reviewing case law, it was determined by this office that the Vanderburgh County Auditorium may be held liable for any unlicensed performances at the Auditorium. A letter of opinion was delivered to Givens & Spindler Management Group on or about December 4, 1992.
7. At the request of the Weight & Measures Department, this office prepared and filed a Release and Satisfaction of Judgment in regards to the cause of action filed against Mr. Alan Clarke.
8. At your request, this office prepared and delivered to the Evansville-Vanderburgh County Building Authority a letter requesting the Building Authority for its letter of commitment stating it will, in the event Vanderburgh County is awarded the Defense Department Accounting and Finance Center Project, undertake to finance the construction and leasing of such public facility.

Ms. Carol McClintock
December 7, 1992
Page 3

9. In regards to the Bettye Davis/Carol Lant litigation matter, this office delivered the appraised damage amount to the Gibson Circuit Court to be placed in escrow pending litigation, and filed a Certification of Payment of Court-Appointed Appraisers' Award and Request for Transfer.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS



Gary K. Price

GKP/mw

REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT: County Commissioners

DATE: 12/1/92

<u>ACCOUNT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM: <u>130-2690</u>	<u>Demolition Fund</u>	<u>50.00</u>
TO: <u>130-3610</u>	<u>Legal Fees</u>	<u>50.00</u>

EXPLANATION OF NEED FOR REQUEST

To pay an existing bill

VANDERBURGH COUNTY

REC'D

DEC 04 1992

Tom Thompson
AUDITOR

BALANCE OF ACCOUNTS:

ACCT. #	BUDGET	DISBURSE.	BALANCE	BALANCE AFTER TRANSFER

DEPT. HEAD: Carolyne McClelland

*oh
CML*

fb

REQUEST FOR APPROPRIATION

DEPARTMENT: COUNTY COMMISSIONERS

DATE: 12/2/92

ACCOUNT	LINE ITEM	AMOUNT
130-3050	Patient and Inmate	144,000.00

EXPLANATION OF NEED FOR REQUEST

I am in receipt of a bill and need
additional funds to pay for it.
Account has 47,000.00 in it.

**VANDERBURGH COUNTY
REC'D**

DEC 04 1992

BALANCE OF ACCOUNTS:

Sam Thompson
AUDITOR

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROP

VCC-2

DEPARTMENT HEAD

Chu

REQUEST FOR APPROPRIATION

DEPARTMENT: County Commissioners DATE: 12/3/92

ACCOUNT	LINE ITEM	AMOUNT
130-3300	Codification	
		19,898.00

EXPLANATION OF NEED FOR REQUEST

MASTER COMPUTER PROGRAM FOR CODIFICATION OF RECORDS SYSTEM
JOINTLY FUNDED BY THE CITY.

* per Sam Humphrey

VANDERBORG COUNTY
RECD

DEC 07 1992

Sam Humphrey
AUDITOR

BALANCE OF ACCOUNTS:

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPRO

VCC-2

DEPARTMENT HEAD: *Carolyn McClellan*

Car

(b)

REQUEST FOR APPROPRIATION

DEPARTMENT: County Commissioners DATE: 12/7/92

ACCOUNT	LINE ITEM	AMOUNT
130-1990	Extra Help	400.00

EXPLANATION OF NEED FOR REQUEST

We are asking for money so that we have help for phones
and other errands when we have current staff on vacation.

VANDERBURY COUNTY
REC'D

DEC 07 1992

Sam Humphrey
AUDITOR

BALANCE OF ACCOUNTS:

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROV

VCC-2

DEPARTMENT HEAD Calogia McClinton

cm

Bf

REQUEST FOR APPROPRIATION

DEPARTMENT: County Commissioners DATE: 21/1/92

ACCOUNT	LINE ITEM	AMOUNT
130-3210	Civil Defense	11,010.00

EXPLANATION OF NEED FOR REQUEST

County Share of E.M.A. 15,409.40

Account has balance of 4,404.25

VANDERBURGH COUNTY

REC'D

DEC 04 1992

BALANCE OF ACCOUNTS:

Sam Humphrey
AUDITOR

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROP

VCC-2

DEPARTMENT HEAD:

Carolyn McClinton

CMH

PJF

Concurrent

REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT: WEIGHTS AND MEASURES

DATE: Dec 7, 1992

<u>ACCOUNT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM: <u>130-2-3130</u>	<u>Travel</u>	<u>400.00</u>
TO: <u>130-2-3520</u>	<u>Equipment Repair</u>	<u>200.00</u>
<u>130-2-4250</u>	<u>Equipment</u>	<u>200.00</u>

EXPLANATION OF NEED FOR REQUEST

(3520) NEEDED TO REPAIR AND MAINTENANCE ON TWO SCALES AND WEIGHTS

(4250) FOR PURCHASE OF ADDITIONAL WEIGHTS

CAB

BALANCE OF ACCOUNTS:

ACCT. #	BUDGET	DISBURSE.	BALANCE	BALANCE AFTER TRANSFER
3130	1200.00	759.55	440.45	40.45
3520	700.00	420.93	279.07	279.07
4250	1300.00	684.75	615.25	815.25
			DEPT. HEAD:	<i>Smith, Lawrence</i>

REQUEST FOR APPROPRIATION

DEPARTMENT Burdette Park DATE December 2, 1992.

EXPLANATION OF NEED FOR REQUEST

This is for the demolition of the old manager's residence and construction of the new manager's residence.

SALANCE OF ACCOUNTS

ACCOUNT NO.	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROX.

112 - 2

Mark T. Tally

**NOTICE OF MEETING
BOARD OF COMMISSIONERS
OF VANDERBURGH COUNTY
EXECUTIVE SESSION
Thursday - December 10, 1992**

**NOTICE IS HEREBY GIVEN that the Board of Commissioners of
Vanderburgh County, Indiana will hold an Executive Session at
3:00 p.m. on Thursday, December 10, 1992 in Room 307, Civic Center
Complex.**

**PURPOSE OF SAID MEETING is to discuss the proposed Department
of Defense Finance and Accounting Service facility.**

**BOARD OF COMMISSIONERS
OF VANDERBURGH COUNTY, INDIANA**

**Carolyn McClintock, President
Don Hunter, Vice President
Richard J. Borries, Member**

**Sam Humphrey, Auditor
Vanderburgh County**

**Ted Ziemer, Jr.
County Attorney**

**NOTICE OF MEETING
DRAINAGE BOARD OF
VANDERBURGH COUNTY
Monday - December 14, 1992**

NOTICE IS HEREBY GIVEN that due to cancellation of the meeting of the Board of Commissioners on Monday, December 28, 1992, the Drainage Board of Vanderburgh County, Indiana, will hold their December meeting on Monday, December 14, 1992 in Room 307 immediately following the regularly scheduled Board of Commissioners Meeting, which begins at 5:30 p.m.

**DRAINAGE BOARD OF
VANDERBURGH COUNTY, INDIANA**

**Don Hunter, President
Richard J. Borries, Vice President
Carolyn McClintock, Member**

**Sam Humphrey, Auditor
Vanderburgh County**

**Ted Ziemer, Jr.
County Attorney**

MINUTES
COUNTY COMMISSIONERS MEETING
December 14, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, December 14, 1992 in the Commissioners Hearing Room with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed all attendees and introduced members of the County staff and officeholders (Ferrell, Abell, Wilhite, Hunter, herself, Borries, Mayo and Matthews). She subsequently asked the group to stand for the Pledge of Allegiance.

RE: ROBERT WINSTEAD/WEED REMOVAL/HOGUE RD.

Mr. Robert Winstead was recognized and stated he resides at 4103 Hogue Rd. on a farm. In September, he understands one of the inspectors in the Building Commissioner's office decided he had some weeds on the property so they came in and mowed same. Those 'weeds' happened to be Johnson grass that he uses for bedding in the winter. He thought they made a mistake on it so he let it go. Then, they billed him \$150.00 for cutting something that was valuable to him, which he thought was adding insult to injury. He doesn't feel like he owes it and that is why he is here.

Ms. McClintock said Mr. Roger Lehman, Building Commissioner, is here.

Mr. Lehman said this happens to be across the street from where he lives, which isn't anything radically important -- but that is a fact and he did want to get that out early. They've lived out there for eight years and have observed the property have what he would call a regular crop of beans or something twice within that time frame. The rest of the time it is basically what they would call weeds. He has a copy of the minutes from the meeting when we were deciding how we were going to do this and the farmer who was here on that day said -- and he quotes - "Those idle acres could be a problem. You're not allowed to let noxious weeds -- such as Johnson grass or horse weeds, etc. grow on there." Therefore, we would not know ahead of time what we consider noxious weeds everywhere else would be a productive crop for somebody.

Mr. Winstead interrupted, "Johnson grass, Sir, I don't know that that would be a noxious weed. That is a grass -- it is not weed. And the fact that you've lived there for eight years -- I've lived there for 25 years and farmed that ground. You told my son, who is an attorney, that it hasn't been in crops for eight or ten years. Well, one of your inspector's nephew combine wad buried in that field all winter years ago -- so that is all a mistake. And as I understand, the inspector who decided that should be mowed is a plumber -- not an agriculture man to start with."

Ms. McClintock asked, "Mr. Winstead, did you not receive a registered letter indicating to you that this was a problem?"

Mr. Winstead acknowledged receipt of same.

Ms. McClintock asked, "Why did you not respond to the letter?"

Mr. Winstead replied, "I really didn't think I had to. I've been farming there for 25 years - and do I have to take time out to call every office or do something -- what is legally my right?"

Ms. McClintock asked, "You live on a corner, is that not correct, Sir?"

Mr. Winstead replied, "No, I live on Hogue Rd. I've got a farm there that runs all the way over to the Upper Mt. Vernon Rd. That's the back side of my farm."

Ms. McClintock said, "Okay. What does the letter say, Roger?"

She then acknowledged she has a copy of the letter.

Mr. Lehman said, "Either the last paragraph or next to the last paragraph is where it states, 'If you believe this does not apply to your property, then please contact our office and the phone number is at the top of the page on the letterhead.'"

Ms. McClintock asked Mr. Winstead, "So you just ignored this?"

Mr. Winstead said, "I didn't think they'd come on my farm and mow anything. I thought it was a mistake to start with. That's like every farmer in Vanderburgh County who is on a corner -- they can come in and mow his crops down. What if it in corn?"

Ms. McClintock said, "If it is a visual hazard."

Mr. Winstead said, "This wasn't a visual hazard. Johnson grass doesn't grow high enough to create a visual impairment."

Mr. Lehman interrupted, "It does there."

Ms. McClintock asked Mr. Lehman if he has anything. "You stand by what has gone on?"

Mr. Lehman responded affirmatively.

Ms. McClintock then asked Commissioner Hunter if he wants to make some kind of motion.

Commissioner Hunter said, "It seems to me you were in error in not contacting that telephone number. You are a resident of Vanderburgh County and, like all the rest of us, if one of those folks back there (referring to Sheriff's deputies seated in the audience) picks me up for speeding and I tell them I didn't know it, they probably are not going to believe me. And I feel that you probably should have contacted the phone number. My suggestion is -- is it \$150.00?

Ms. McClintock confirmed that \$150.00 is correct.

Mr. Hunter asked, "Could we split the difference and pay \$75.00 and that would be the end of it."

Mr. Winstead said, "Mr. Hunter, I don't mind spending \$150.00, it's not the money with me -- it's the principle of the thing. I just can't believe that any office in Vanderburgh County can come onto my farm and cut down something that is of value to me. This is ridiculous."

Mr. Hunter countered, "Well, they contacted you by letter and asked if you had any question to please call a designated number -- and that should have been some kind of tipoff that there might be some sort of a problem. I sympathize with you and I think you're concerned and, yes, I would be, too. But you did receive a letter, didn't you?"

Mr. Winstead responded, "Yes, I received their letter."

Mr. Hunter continued, "And it did say that if you had questions to please call a telephone number."

Mr. Winstead said, "I wish that is all I had to do to make a living is to answer telephone calls from his office. It's ridiculous, that's all. I'll pay it and I'll pay the full amount. It's just the principle of the thing. I think I'm being shook down and I don't mind telling you."

President McClintock interjected, "Thank you, Mr. Winstead." She then asked if there are other groups or individuals present who do not find their item of interest on the agenda and wish to address the Commission at this time. There was no response.

Mr. Lehman said, "Just in parting -- the next time I'll have a picture of this one. I probably intend to bring this back in the spring because of the situation and let you have another look at it before we cut it. But I still think the County is doing right. It hasn't been cut more than two or three times in eight years that I know of."

RE: OFFICE SPACE - COOP EXTENSION/LEGAL AID SOCIETY

President McClintock said that if anyone from either the Coop Extension Office or Legal Aid is present, this matter is not being addressed this evening.

RE: AUTHORIZATION TO OPEN BIDS

Commissioner McClintock entertained a motion to authorize the Attorney to open bids for 1993 for Liquid Asphalt, Guard Rails, Posts, End Sections and Various Pipe Materials and Cabling for the Sheriff's Sub-Station and Computers.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: LOCAL AREA NETWORK (L.A.N.)

Ms. McClintock said she understands there is one bidder here who wishes to address the Commission.

Mr. Tom Kolb, owner of Kolb & Associates, introduced himself and said he has a couple of points he would like to make about the way he perceives the bid is being awarded.

Basically, his concern is that, as he understands it, the bid is going to be let on a line item type basis. The way that impacts his company -- if it is, in fact, let on a line item type basis -- is the lines he will be awarded will, in effect, result in a loss to him. The reason it will be a loss is the bid form wasn't completely clear in where certain labor items should be allocated. If the Commissioners would look at the bottom of Page 18 he has highlighted the last item, which is the total of the 27 work stations for the L.A.N., which his bid was \$35,907. As he understands it, after inspecting the other bids, another bid which he believes will receive the award, is \$33,448. This is about \$1,649.21 less. The reason that his bid is higher is there is labor that is required to install the computers. The bid form did not have a line item for the labor. He opted to put the labor -- because of the lack of clarity in the bid form -- in Line 4.8, whereas the other bidder opted to put his labor in Line 14. As can be seen at the bottom of Page 19, he bid \$94.00 and the other bidder bid \$1,291 -- so he believes the reason he is not the low bidder on about 80% of the value of the bid is because of a lack of clarity in the bid form. He was low bidder on the entire job, as well as the first time this job was let for bid. He thinks the first time he was low bidder by about \$8,000. Because of the confusion in the bid form he would propose that the entire bid be awarded to Kolb & Associates without the requirement of a Performance Bond.

President McClintock asked, "Why would we want to waive the requirement of the Performance Bond?"

Mr. Kolb asked, "Well, is that normal and customary?"

Ms. McClintock responded affirmatively.

Mr. Kolb said that if this is normal and customary he would have no objection to that.

Ms. McClintock asked Mr. Kolb how much lower his bid is over all?

Mr. Kolb said his entire bid is \$3,008 lower than the other complete bid.

Ms. McClintock asked Ms. Jeffries of Purchasing why she is proposing that we award the bid....?

Ms. Jeffries interjected, "The Welfare Department has reviewed the bids and I believe they have something for you also."

Mr. John Schroeder of the Welfare Department said, "Our proposal is going to be that these bids be accepted on a line item basis."

Ms. McClintock asked, "Is that the way the spec was written?"

Mr. Schroeder responded, "Yes, it was. And we did not include a special line for installation because we did put in the statement for line item. If we had put in places for installation, we would have to have had installation for each item and that is why we did not put in a separate installation requirement. If we had one line for installation, they would have charged us the same for installing one half or one third of it as they would have for all of it. The idea here was that when we put the statement that we had asked for line item bids or the possibility of going line item, they would have to quote each line so it could be installed just that amount and be paid for and include the installation charge. We do not recommend the one bidder (Compuspan) be awarded, because they did not include any of the manufacturers' specifications on this. One of the reasons the bids are higher this time is that I feel that the statement for line item is included in the quote. I have a feeling if we were only going to bid this on a complete package, that then the other bidders would have probably a different quote on this. We did have concerns on the amounts that were bid on some of those. Remember, this is the second time this has gone out. We have re-written the quotes to try to make them as clear as possible so they could be understood, because obviously there were some misunderstandings when the first bid went out. I believe it Kolb & Associate's bid that was approximately \$8,000 or \$9,000 more than it was the first time apparently because there was a misunderstanding there. And that is why we were concerned and we stated we wanted the line item possibility there and that is what we propose at this time. We've gone through and reviewed all the references and it appears there are no problems with any of the references on the two companies that did complete the bid. We also were concerned at the time the bid was turned in that one of them wasn't signed. But we were informed that it would be legal to ask those people to come in and sign the bid." Mr. Schroeder said he is making this presentation for Mr. Buckman, who is in Indianapolis at this time.

Ms. McClintock entertained questions. There being none, Ms. McClintock entertained a motion.

Mr. Schroeder interjected, "There is one thing on here about the line item. We did indicate on here that if one of the vendors does not fulfill the contract then the bid would go to the other. There were only two legitimate bidders that had provided all the information."

Ms. McClintock asked, "So what you are saying is that if Mr. Kolb decides to withdraw his bid, then that all will go to the other bidder?"

Mr. Schroeder confirmed that this is correct.

Motion was made by Commissioner Hunter and seconded by Commissioner Borries, to award the bid for the L.A.N. in accordance with the recommendations contained in the proposal prepared by the Welfare Department for the Commissioners. Mr. Borries then asked for a roll call vote.

Commissioner Borries, no; Commissioner Hunter, yes; and Commissioner McClintock, yes. Motion carried by 2-1 vote. So ordered.

RE: PERMISSION TO ADVERTISE FOR SHERIFF'S SUB STATION VIDEO SECURITY SYSTEM, TELEPHONE SYSTEM & FURNITURE

Ms. Jeffries said these items all go along with building the new sub-station and they would like to advertise on December 17th and December 24th, with bid opening scheduled on January 11th. There will be three (3) separate bids.

Motion to approve was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: VISION 2000/EVANSVILLE CHAMBER OF COMMERCE FUNDING RESOLUTION

Commissioner McClintock said this matter has been discussed for the past two weeks. They have changed the funding system basing it on a flat \$25,000 per year and have changed the bottom paragraph to read, "If needed, Vision 2000/Chamber of Commerce will present written proposal to the Vanderburgh County Commissioners, who will act upon these requests on a case-by-case basis. All decisions regarding this money will be made in open public meetings of the Vanderburgh County Commission." The rest of the Resolution reads exactly the way it was originally prepared for the November 30, 1992 meeting. Ms. McClintock then entertained questions or comments.

Commissioner Borries said, "Yes, I do have some comments. As I previously stated, I do object to this particular proposal for reasons that I've stated before. I did check with the City of Evansville to see exactly what kind of funding they were providing Vision 2000 and I would say that what I found was that they provide \$10,000 in funding for Vision 2000 than we currently do. Theirs is \$110,000 and ours is \$100,000. I would be willing -- since I've proposed all along that we would support Vision 2000 -- and certainly we do to the tune of \$100,000 -- I would support a \$10,000 request."

Commissioner Hunter said, "I have no questions. I simply move we approve the \$25,000 amount."

Ms. McClintock asked if Commissioner Borries would like to second the motion for purposes of the vote and he responded affirmatively, seconding the motion.

Ms. McClintock asked for a roll call vote: Commissioner Borries, no; Commissioner Hunter, yes; and Commissioner McClintock yes. Motion carried by 2-1 vote.

RE: BETHEL UNITED CHURCH OF CHRIST/SEWER HOOKUP

Commissioner McClintock asked if anyone from Bethel United Church of Christ t 3029 N. Green River Rd. is present? There being no

response from the audience, she stated she has a letter from them received on December 14th, which she will read into the record, as follows:

Ms. Carol McClintock
Room 305
Civic Center Complex
Martin Luther King Boulevard
Evansville, IN 47708

Dear Carol,

On behalf of the Bethel Church Congregation I want to express our appreciation for your efforts in procuring some reparation from the County for our sewer hook-up that was necessitated by the Green River Rd. expansion. Since it appears that any compensation is unlikely without a major fight, we have decided to lay the matter to rest and proceed with our own resources.

Nevertheless, we remain very grateful to you for your willingness to assist us in securing some funding for our sewer replacement. You have ably demonstrated to us that you are a caring and conscientious public official.

Most sincerely,

Linda K. Vandeveer, President
Bethel United Church of Christ
Congregation

Ms. McClintock said there has been some confusion regarding this matter, but it is now resolved -- as the Bethel Church is withdrawing their request.

RE: MANATRON AGREEMENTS

President McClintock said this matter was on last week's agenda, but neither she nor Commissioner Borries were familiar with what they were looking at. She had requested that the Assessor's office contact the Commissioners individually, discuss this with them and make sure they understood what they were requesting. She has spoken with Evelyn Lannert in the Assessor's office, who indicated to her that she spoke with Commissioner Borries, but has not yet spoken with Commissioner Hunter. Ms. McClintock said it is her understanding that this a pretty basic upgrade of the system to get ready for the reassessment. She has no further questions. She then asked if either of the other Commissioners have questions. There were none and Ms. McClintock entertained a motion.

Motion to approve the three (3) agreements was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: VANDERBURGH AUDITORIUM

ADA Compliance Request: Ms. McClintock said this discussion has been withdrawn.

Concrete Sidewalk Replacement: Mr. Andy Davidson said this is all on County property. The green section outlined is on the sidewalk that is the normal concrete area. The yellow section outlined is the exposed aggregate (which is the rock that sticks up) -- so there is a differentiation between the normal sidewalk and the exposed aggregate. He has four (4) bids for the work. The least expensive bid is Mastercraft - \$5,080; the most expensive was \$5,879 (Popham); and the other two were \$5,200 (Art's Construction) and \$5,300 (Concrete Pavers). This doesn't have to be bid because it is under \$10,000.

Mr. Davidson said the reason they are asking that this be done is that since they've been there during the last eight months they have had two people trip. The second person to trip was a much more serious injury -- broke two elbows.

Motion to approve the replacement of concrete sidewalk was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: HEALTH DEPARTMENT/FIRE DAMAGE AT FULTON CLINIC

President McClintock said this issue has been resolved.

RE: C.A.P.E. AGREEMENT/TRANSPORTATION FOR THE ELDERLY, ETC.

It was noted by Commissioner McClintock that this matter is being deferred until January, 1993 as per request of Alice Weathers of C.A.P.E.

RE: OLD COURTHOUSE - FAYE GIBSON

Ms. Faye Gibson, Executive Director of the Old Courthouse Preservation Society, was recognized. She said, "Earlier this year we submitted a grant request for the Commissioners' consideration for recommendation of a \$50,000 appropriation for 1993 to the Society for our continued maintenance and restoration projects. I'm here tonight basically to give a brief update to the Commissioners of where the Society is going to end 1992, what we have accomplished for 1992, and what our plans are for 1993. You do have before you the Society's Proposed 1993 Operating Budget. Briefly I'd like to point out the 1992 figures. At this time last year we had projected an approximately \$16,500 operating loss for 1992. I am real pleased to say that for 1992 income realizes about \$10,000 higher than that, which is great news. We have a new gain of four (4) new tenants to the Old Courthouse this year and a significant increase in the rental of our Wedgewood Hall. Because we were able to keep our expenses right at budget, that means we're about \$10,000 ahead of budget this year. However, that is still an operating deficit of about \$6,500 for the year. For 1993, you will see that again an operating deficit has been proposed -- about double what the figure is for 1992. We have had a very successful year this year in the sale of Jerry Baum prints of the Old Courthouse (we've realized over \$6,000 in income from that line item alone). However, this was due to a very unique once-in-a-lifetime opportunity which we don't see happening again in 1993. So that is basically the one area that is going to be different in the budget. Other than that, it has been a very stable year and 1993 will probably be very similar to 1992. Hopefully, very stable and, hopefully, a few more new tenants as the year goes on. The point of all this is that you will see that through their own efforts and devices the Society raises over \$130,000 per year to maintain the Old Courthouse and still will spend around \$136,000. What that leaves us then is absolutely no discretionary funds for continued restoration work. The other handout you have before you is our 'wish' list, if you will. This is a list of proposed restoration projects developed by our Board of Directors in January of 1990 and it was just kind of a guide of where our efforts and directions should be -- maybe a 5-year plan, if you will. Of the first 13 projects listed in 1990, we either have completed or will have completed by the end of the year 8 of those. So we feel very good about that and feel very proud of those accomplishments. The Board has reviewed this list, revised it, and updated it and unfortunately that is another eight (8) projects. Because the Commissioners had asked for a breakdown of what work we're looking at for the building, what figures, what money it might entail -- that is what I bring before you tonight. You can see that the figures do exceed the \$50,000. The \$50,000 for our restoration work would enable us to keep hacking way at this list. Ms. Gibson then entertained questions about the budget or the restoration

list.

Ms. McClintock said the Commission has not, to this point, voted revenues for 1993 for the Old Courthouse Preservation Society -- and that is not what they are doing tonight. All that is occurring tonight is that Ms. Gibson is bringing the Board an update. Does their Board have some time they would like to come before the Commission to make an official request for the \$50,000 appropriation for 1993, based on the information provided today?

Ms. Gibson said, "As far as this list is concerned, it will be our guidepost for next year as to what projects they look at as priorities in the building." She doesn't feel the Board will have any other information. She believes the Commissioners have before them what the Society wants to accomplish.

Ms. McClintock asked, "Would you like these Commissioners who are going to be here in 1993 to review the information and see what projects might be of interest to them. Then perhaps you could contact them within the next week or so to determine which projects they might be interested in funding for 1993?"

Ms. Gibson said that would be fine.

Mr. Hunter said, "You have a couple of items in here for 1993 -- Handicapped Accessible Restrooms and Handicapped Accessible Entrance -- one eat \$12,000 and one at \$60,000. Considering the ADA, is there any time lines in which you have to have that done in order to comply?"

Ms. Gibson responded, "To the best of my knowledge, no, simply because there are some reasons that we would not be held to that as strictly as a different building would. But we, in our feelings, want to accomplish that -- so you can see it has received high priority on the list. The reason an entranceway would be so expensive at our particular building is that while we do have a ramp entranceway to our building, the grading is all wrong. To get appropriate grade for a handicapped entranceway we don't have enough runway so to speak and it would end up being an architectural design winding around -- so it would get very expensive to do it at our building. But I think the restroom can definitely be accomplished and within our realm."

RE: COUNTY ANNIVERSARY

President McClintock said she does want to remind the Commission that 1993 is the 175th Anniversary of the County and as they review the list of things to be done at the Old Courthouse, they may want to take this into consideration -- because she thinks some activities and events will be planned at the Old Courthouse as the centerpiece of the celebration and it might be good to look at some of the more physical things for that celebration.

Ms. Gibson said Deaconess Hospital just celebrated their 100th Anniversary in the Old Courthouse and she understands there were rave reviews from the whole event and they literally occupied the whole building for the event -- it was wonderful.

Ms. Gibson also noted they had a ribbon cutting ceremony this morning for their newest tenant at the Old Courthouse -- Indiana American Indians Empire Council. The office has actually been in existence for ten years through Indianapolis, but they've finally given approval via the budget to open a Regional Office for Southern Indiana and they've chosen the Old Courthouse and the officially opened their office this morning.

President McClintock noted she has another meeting and has to leave, so she will be turning the meeting over to Vice President Hunter. There are a couple items she would like to cover before

she leaves.

RE: SETTLEMENT

Commissioner McClintock said under the County Attorney's report (and she will pass this to Mr. Wilhite) we have received a letter regarding the settlement on the smaller lawsuit that was discussed in Executive Session, so they do need to approve that amount of settlement.

Attorney Wilhite said that today Gary Price informed him we are ready to accept two offers.

RE:

President McClintock said a matter came to her attention last week. A private citizen apparently had raised some concern with the State Veterans Office that we had inappropriately hired our Veterans Service Officer and that the State statute had requirements in addition to being a resident of the State of Indiana for six months and a veteran that had served at least six (6) months of active duty. She did some brief research on this. It is her understanding in looking at the law -- and she is not a lawyer -- that the statute of longer term service does not apply to the individual County veterans service officers, but rather applies to the Director of Veteran Services that is appointed by the Governor to serve the State of Indiana. However, the question has risen and she thinks it would be appropriate for us to authorize our attorney to provide for us a brief opinion on this matter so we have that for the record. She then entertained a motion to authorize him to do that.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: CONSENT AGENDA

Commissioner McClintock said approval of the December 7th minutes.

RE: DFAS PROJECT

Commissioner McClintock said she has received numerous calls from individuals and groups who want to get involved in a petition campaign. We have received many letters from individuals and corporations interested in supporting the project. She spoke with Turk Walton this afternoon. She understands the Chamber has quite a list. Mark Abell is going to make a list of who sent letters here so we can send them a response from the Commission and get those over to the Chamber tomorrow so they are included in one place and available. The Commission office will continue to collect letters and forward same to the Chamber. But Mr. Walton indicated they had numerous letters at the Chamber, also. There are a number of people who are saying there's lot of support out there but people really will not sit down and take the time to write up a postcard or a letter -- but they would sign a petition if one were available. She understands Channel 7 and McDonald's are going to have petitions available at their stores in Evansville, Owensboro and Henderson - but that is going to be a passive drive -- and if someone sees them they can do whatever. She spoke with a group of volunteers today and said she would bring to the Commission for their authorization a sample petition. What she is requesting today is that the Commissioners approve the sample petition. Further, that the Board authorize Mark Abell, on behalf of the Commission, to make the contacts with area stores and malls to request that these volunteers be allowed in at certain hours to collect signatures on the petition over the weekend -- that is when they would like to do it. It's a very simple petition. She also went to Henderson today and spoke with Judge Herron. He is very anxious to have copies of this and he has set

up a meeting tomorrow with the Chamber representatives over there and they are ready to get moving. Ms. McClintock proceeded to read the Petition:

The undersigned taxpayers of Southern Indiana, Southern Illinois and Western Kentucky understanding the potential for positive economic impact within our region petition the Office of the Secretary of Defense in favor of locating one of the proposed Defense Finance Accounting Centers in Evansville, Indiana.

We then simply ask individuals to print their name, sign their name and give their city, state and zip code.

Commissioner Hunter moved to approve the Petition Form and authorize Mr. Mark Abell to make phone calls and arrangements and then we'd have to have them available at the Commission Office for pick-up or individuals could come into the Commission office to sign the Petition. It would be a whole program. Motion seconded by Commissioner Borries. So ordered.

President McClintock exited the meeting.

RE: COUNTY ATTORNEY - JEFF WILHITE

Mr. Wilhite said Roger Elliott advised him prior to the meeting that these bids -- and there are twelve of them -- are for very specific parts of what we bid out -- very detailed little sections here and there. Mr. Wilhite said while he thinks it's been certainly history to read how much the bid is and what it covers, as a practical matter it is not possible. What he will do is read the bidder and that will represent they bid on some part of a very complex bid. He will read that into the record and if there is anyone here -- the bids are at the Commissioners table and can be reviewed or inspected. Bids were as follows:

Computers:

Executive Software/Glendale, CA
Manatron, Inc./Indianapolis
Midwest Telecom Communications/Evansville
Pioneer-Standard Electronics, Inc./Indianapolis
(Original Bid and Alternate Bid)
Great Lakes Computer Source/Grand Rapids, MI
Domino/Ft, Wayne, IN
Spire Technologies, Inc./Orem, UT
CompuNet International, Inc./Indianapolis
Computer Systems Corp./Indianapolis
The Electric Company, Inc./Bloomington
Heritage Computer/Minneapolis
American Computer Exchange, Inc./Farmington Hills, MI

Motion made by Commissioner Borries and seconded by Commissioner Hunter to take the bids under advisement. So ordered.

Liquid Asphalt & Guard Rail/Pipe: Attorney Wilhite said he blended these bids because in some cases the bidders blended the bids and he will state for the record what they bid on.

Jerry David Enterprises/Liquid Asphalt for less than 1,000 gal. Estimated quantity 15,000 gal. declining bid. He has submitted a bid form for the liquid asphalt AE-P estimated quantity 5,000 gal. with nothing filled in. So it would appear to be a bid for liquid asphalt, but frankly it is not clear because there are no numbers submitted.

J. H. Rudolph & Co. Liquid Asphalt AE-T; Estimated quantity 15,000 gal., Price per gal. \$1.20, extended total would be 18,000 gal. They bid on a second Liquid Asphalt AE-P at \$1.35 per gal. for an extended total bid of \$24,750.

PVC Plastics Co./Culvert Pipe as follows:

12 in.	\$3.51/ft.
15 in.	\$4.83/ft.
18 in.	\$6.92/ft.
24 in.	\$9.94/ft.
30 in.	\$16.40/ft.
36 in.	\$21.96/ft.

M&W Concrete Pipe & Supply (Evansville) - Pipe as follows:

12 in.	\$5.75/ft.
15 in.	\$6.75/ft.
18 in.	\$8.80/ft.
21 in.	\$12.75/ft.
24 in.	\$13.50/ft.
27 in.	\$19.00/ft.
30 in.	\$19.50/ft.
33 in.	\$27.50/ft.
36 in.	\$28.50/ft.
42 in.	\$34.00/ft.
48 in.	\$43.00/ft.
54 in.	\$56.00/ft.
60 in.	\$65.00/ft.
66 in.	\$80.00/ft.
72 in.	\$100.00/ft.

M&W Concrete Pipe & Supply (Evansville) - Items 7 thru 12, which are the Guard Rails, including some end sections and posts and offset brackets and plates. The detail is not necessary to read; but, again, any other bidder in the audience is welcome to come up to see these bids.

They also bid on the 2-2/3 in. x 1/2 in. corrugation aluminum spiral loxene pipe in the 18, 16, 14, 12, and 10 gauges and also 1 in. aluminum loxene pipe in gauges 16, 14 and 12.

Utility Pipe Sales Co., Inc. (Evansville) - Bid for these pipes in the following sizes:

15 in.	\$5.49/ft.
18 in.	\$6.84/ft.
21 in.	\$8.82/ft.
24 in.	\$10.14/ft.
27 in.	\$13.14/ft.
30 in.	\$16.54/ft.
36 in.	\$22.00/ft.
42 in.	\$30.80/ft.
48 in.	\$41.60/ft.

St. Regis Culvert, Inc. (Indianapolis) - Bidder bid on corrugated steel pipe, bituminous coated, 2-2/3 x 1/2 in. corrugation in diameters from 12 in. up to 96 inches and gauges from 8 gauge up to 16 gauge. Too extensive to read, but, again, the bids are here for review during the meeting.

They also bid on arched corrugated steel pipe, bituminous coated 2-2/3 in. by 1/2 in. corrugation. 8 to 16 gauges in round size equivalent to 15 in. to 96 in. They bid on corrugated aluminum pipe 2-2/3 in/ by 1/2 in. corrugation in gauges from 12 in. to 71 in. diameter.

And finally, they bid on corrugated aluminum pipe, arched 2-2/3 in. by 1/2 in. corrugation in 12, 14 and 16 gauges in about twelve different span rise dimensions.

Upon motion made by Commissioner Borries and seconded by Commissioner Hunter the bids for the liquid asphalt, pipes and guard rail are to be taken under advisement. So ordered.

RE: COUNTY ATTORNEY - JEFF WILHITE

No Opinion/Johnson Grass: Attorney Wilhite said he has no legal opinion as to whether Johnson weed is an obnoxious weed or grass. But it reminded him of when he had to decide what navigable waters meant and whether that meant you could float a shingle.

Written Report: Mr. Wilhite said the Commissioners have his written report which discusses the two needle stick claims against the County. The Wedding claimant has offered to settle that claim for \$5,000 and Claimant Luckett has offered to settle for \$200. Both of those amounts are within the general direction and guidance the Commission had given Gary Price. He recommends settlement of those two claims in those amounts. If that is the Commission's desire, he needs a motion to that effect.

There being no discussion, a motion was entertained.

Motion to this effect made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Dog/Cat Ordinance: Mr. Wilhite said over a period of several months a Dog & Cat Ordinance had been discussed. The Commission doesn't have to deal with this tonight, but was there any consensus? He's never really been told to draft same, but he was told we need to consider it. Is that something to be put on the agenda for later? He doesn't even know where this came from. Does Mr. Hunter know?

Commissioners Hunter and Borries indicated they didn't know anything about this.

Mr. Mark Abell said that was generated by complaints from the County residents. As subdivisions have stretched out into the County there are a lot of homes close by and a lot of large dogs seem to run around and maraud people and he gets calls from people as to what we can do about this. He found out there are really no County ordinance re dog and cat control.

Attorney Wilhite asked, "So do you want me to draft something or do you want to think about whether there is a need for anything and put it on the agenda for discussion?"

Commissioner Borries said he's like to consider it -- and that's all he wants to do right now.

Commissioner Hunter asked that discussion of dogs and cats be put on the agenda sometime in January.

RE: COUNTY ENGINEER - DAVID SAVAGE

Street Acceptances: Mr. Savage submitted the following for acceptance for County maintenance:

Whispering Hills Subdivision: Whispering Hills Drive 1,353.0 LFT
Windsong - Section 2: Green Castle Drive 1,087.5 LFT
Green Castle Drive 189.0 LFT
Total 1,276.5 LFT
Spring Valley Rd. Extension: 600 LFT

Motion to accept was the foregoing for County maintenance was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Change Order/Union Township Access Project: Mr. Savage submitted a change order in the amount of \$170,390.00. This is for additional borrow which was required. The fill had to settle for some time until it stabilized and it simply took more to bring it up to grade than was in the plans. This whole \$170,000 increase won't be used insofar as total dollars on the project. The total

project will only be about \$117,000 over the original budget. But we needed a change order of some amount to give to the Auditor's office so they could pay the final bills, so we went ahead and sent this larger change order on the dirt work. All this dirt was put in and although this will increase our contract amount by \$170,000, we won't be spending that whole contract amount.

Mr. Hunter asked, "What do we do with the difference between \$117,000 and \$170,000?"

Mr. Savage said it will stay in the bond account and if not ultimately spent on the USI overpass -- whatever happens to unused bond money. This larger increase in dirt was compensated by several small miscellaneous decreases that we won't submit change orders on. But the bottom line was that the project ended up just about 3.6% over the original contract amount, which is excellent for a \$3 million project.

Mr. Borries asked whether Mr. Savage anticipates any further change orders?

Mr. Kercher said the only thing we had left was retainge after Blankenberger submitted their final claim. So this should be the lat change order.

Mr. Borries asked how long we will keep the retainage?

Mr. Kercher said we will keep the retainage pending acceptance by the City and the Levee Authority. They still have a year's maintenance agreement for defective workmanship, so any problems we have during the next year that could be contributed to poor workmanship we'd still have that.

Mr. Savage said they have filed for that retainage to be released and it is on the Consent Agenda. He'd like this pulled from the consent agenda as there are a few items the Levee Authority is questioning which need to be addressed before we let go of the retainage. But this has nothing to do with the change order.

Motion entertained concerning the change order.

Upon motion made by Commissioner Borries and seconded by Commissioner Hunter the Change Order in the amount of \$170,390 was approved. So ordered.

Mr. Savage again asked that the claim listed on Page 4 of the agenda under Union Township Access be pulled. We will pay the final estimated amount, but will hold the retainage until the Levee Authority questions are settled. We will then pay the retainage and then we'll still have a year to come back on it.

Claim/Huff Sealing Corp.: Mr. Savage said he has a claim that did not get on the consent agenda which concerns the patch/grout of various county roads in the amount of \$39,372.92. With the holidays coming up he'd like to get that approved. The work has all been inspected. We're still about \$20,000 under the total and he recommends approval.

Motion to approve was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Hogue Rd. Closure: It was noted by Mr. Savage that Lamasco Transfer is doing some work for SIGECO on Hogue Rd. and has requested that both the City and the County allow Hogue Rd. to be closed for up to two (2) days some time just after the first of the year. Our portion would be from the City Limits to Rosenberger. They have indicated they will be responsible for all signage and notification of emergency services.

Motion was entertained.

Motion to approve the request, with the request that the Engineer's office notify the Commission Office so they can make a public announcement so the folks in that area are re-routed and are aware of the closing, was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Ensle Place Subdivision: Mr. Savage said that last week Commissioner Borries gave him a small Petition Letter from some residents concerning Ensle Place Subdivision. This is a concrete street that was in pretty bad shape. We've discussed it before, but we called it Elmridge instead. Elmridge is another street to the south. Elmridge is the one that was paved -- that's another matter. Eastwood is a concrete street and it is just a notch below and it is yet to be seen whether we are going to have enough money in the crack and sealing to do it this year. If not, it would probably be the first one out next year.

Mr. Borries asked if it is an accepted road?

Mr. Savage stated it is an accepted road. In the next few weeks we should know how far we're going to be able to go on the crack/sealing project.

Mr. Hunter asked if the folks out there have been contacted.

Mr. Savage said he talked with Mr. Simpson of the Neighborhood organization last Monday night and advised him of that and he seemed to be pleased that we were aware of the problem.

Inspection Report/Nesbit Station Rd. Bridge: Mr. Savage said he spoke with Commissioner Borries earlier today concerning this matter. Mr. Borries had talked to Keith Lochmueller informally and Keith gave him some information. Mr. Savage said he subsequently got a copy of the report, which was preliminary, and they had raised a question about some problems on this -- which have been in the process of being corrected. He doesn't know how much detail the Commissioners want. But, basically there was a problem in the way that the bridge seats. The pads that go below the beams were set. There were some other things they referred to; the bars that were missing and the way the pads were placed, which were based on an old standard that is not current. So part of what Mr. Borries read over the phone really doesn't apply. He thinks the most sensitive part about it and what caught Rick's attention was that they had said that without remedial work they gave the life of the bridge beams to be 0 to 5 years. There is some remedial work in the process of being done and it does need to be done. We're eight (8) months into that five (5) years and there is zero signs of fatigue at this point. So he thinks that time span they put on it was grossly conservative. But the bottom line is that there is some remedial work. The contractor, Blankenberger, is going to take care of that at no cost to the county. In response to query from Commissioner Hunter, Mr. Savage acknowledged that this is the brand new bridge on Nesbit Station Rd.

Mr. Borries said he appreciates Mr. Savage getting into this. It was very alarming when you hear something -- and that is why he figured we needed to take some initial action on this as quickly as possible, so as Gary pointed out, if there is a year's maintenance agreement on that, we should still be within that time frame so if there are any things we're at odds with, we can take care of them while that is all in effect. He then asked that Mr. Savage work with Lochmueller and the individual who wrote the report to make sure that these things are addressed because, again, he doesn't want to come back in five years and find out -- whoever would be on this Board -- that we spent \$240,000 on this and it just simply has to last longer than that. Will Dave work on this to make sure we address all the concerns here and see if there is a possibility

that we can have this bridge re-rated to make sure that we are, for example, in a higher rated condition?

Mr. Savage responded, "Absolutely. As you recall, I was the Design Engineer on that bridge before we entered this contract -- so I have a personal interest in it also. As I'd indicated, I had not been aware of any problems beyond the final acceptance -- but Mr. Kercher was and had some remedial work that was already in the planning stage with Blankenberger Bros. As I said, there is some remedial work that has to be done. The bridge is sound. I would send my whole family across. If they didn't do any remedial work it would be there for a long time -- beyond me, I believe."

Mr. Borries said he walked across it yesterday and under it -- but the more he read, he thought -- wait a minute. He then thanked Mr. Savage again and asked that he report back to the Commission as things in this particular report are addressed.

RE: WEED REMOVAL BILL/ROBERT WINSTEAD

It was noted by Mr. Abell that Mr. Winstead did tender a \$75.00 check for the weed cutting, as opposed to the \$150.00 he was going to be paying for weed removal. He doesn't know what happened to the motion -- so he guesses the Commissioners need to say if that is okay.

Motion to accept the \$75.00 check was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: CONSENT AGENDA

Mr. Hunter entertained questions concerning the Consent Agenda.

Mr. Borries asked when Lucille Roberts' term expires?

Ms. Farrell said Carol asked her to put that on the agenda.

Mr. Hunter said he does not know, he wasn't even aware there was an appointment up.

Mr. Borries asked to defer this for one week and Mr. Hunter suggested this be done.

RE: OLD BUSINESS

Mr. Hunter entertained items of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Items of new business were entertained.

County's 175th Anniversary: Commissioner Borries said the County will be celebrating its 175th Anniversary in 1993. Dr. Darryl Bigham, the Director of Historic Southern Indiana, has asked that we consider in 1993 (and he might say in proper fashion here, with some written documentation) whether the County would want to participate -- we've been selected as one of three sites in the State for a 1993 Historical Sites & Structures Inventory. He passed along to him a report from Shelby County. He mentions how nice this kind of book will be for those people who would want to come in and learn more about the community, particularly in economic development. He sent along a copy of the Historical Sites & Structures in Shelby County, which was done this year. He is asking for some consideration. Mr. Borries said he will enter this under New Business and make the publication available for this group to review and determine whether we might want to consider something like this in 1993.

COMMISSION MEETING
December 14, 1992

16

RE: SCHEDULED MEETINGS

Commissioner Hunter said the Commission will meet at 5:30 p.m. next week, with Rezonings at 7:00 p.m. There will be no Commission Meeting on December 28th.

There being no further business to come before the Board at this time, Commissioner Hunter declared the meeting adjourned at 6:41 p.m., with the announcement that the Drainage Board will convene immediately.

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Jeff Wilhite
Cindy Mayo, Chief Deputy Auditor
Dave Savage, County Engineer
Faye Gibson, Old Courthouse
Pam Martin, Chamber of Commerce
Gary Kercher
Andy Davidson, Auditorium
Roger Elliott, SCT
Susan Jeffries, Purchasing
Robert Winstead
Roger Lehman, Building Commissioner
John Schroeder, Welfare Dept.
Robert Blenner, County Surveyor
Terry Noriega, ADS
Brian Price, PVC
Janet McBee, Leadership Evansville
Mark Abell, Commission Office
B. J. Farrell
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock
Carolyn McClintock, President

Don Hunter
Don Hunter, Vice President

Richard J. Borries
Richard J. Borries, Member

MINUTES
COUNTY COMMISSIONERS MEETING
DECEMBER 21, 1992

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MINUTES
COMMISSIONERS MEETING
DECEMBER 21, 1992

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, December 21, 1992 in the Commissioners Hearing Room with President Carolyn McClintock presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President McClintock called the meeting to order, welcomed the attendees, introduced members of the County Staff (Ferrell, Abell, Rich Hawley of Kahn, Dees, Donovan & Kahn, Borries, herself, Humphrey and Matthews) and asked the group to stand for the Pledge of Allegiance, which was led by Amy Hood/Sheriff Explorer Post 690. She subsequently asked if there are individuals/groups present who wish to address the Commission but do not find their particular item of interest on the meeting agenda. There was no response from the audience.

RE: AWARDING OF BID/COMPUTER SYSTEM FOR SHERIFF SUBSTATION

Mr. Roger Elliott of SCT was recognized and submitted an Evaluation of the Sheriff's Substation Bids, together with his recommendation. He said bids were opened last week and eleven (11) vendors responded. They responded to 52 of the 55 individual line items. There was no one vendor who bid the entire project, so it became necessary to go line item award. One vendor thanked the County for the opportunity. A second vendor was deemed non-responsive and non-responsible. He neglected to submit a bid bond and was therefore disqualified. The bids were reviewed and the responses evaluated based upon response format, past performance, references, agreement with specifications and the line item bid amounts. When we got to looking at used equipment we also considered additional costs that would be incurred because of inspection for maintenance eligibility as well as eleven months worth of maintenance and the equipment installation. Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the bids were awarded in accordance with Mr. Elliott's recommendations, subject to contract negotiations. So ordered. (See attached Memorandum from Mr. Elliott for complete breakdown of recommendation.)

RE: REQUEST TO ADVERTISE FOR BIDS/PRINTING OF 1993 TAX BILLS

Ms. Susan Jeffries of Purchasing requested permission to advertise for bids for printing of the 1993 Tax Bills.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, Susan Jeffries of Purchasing was authorized to advertise for printing of the 1993 Tax Bills on December 28 and January 4, with bid opening scheduled on Tuesday, January 19th at 5:30 p.m. So ordered.

RE: LOCAL AREA NETWORK/WELFARE DEPARTMENT/WITHDRAWAL OF BID

Ms. Jeffries continued by noting that last week we awarded the bid for the Local Area Network for the Welfare Department by line item. Kolb & Associates was awarded a portion of that bid and they have withdrawn their bid. Ms. Jeffries asked that the following letter be included in the formal minutes:

December 17, 1992

City-County Purchasing Department
RM 323 Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, IN 47708-1833
Attn: Susan Jeffries

Dear Ms. Jeffries:

Please accept this letter as notice that we regretfully withdraw our bid for the Local Area Network. We thank you for the opportunity to bid on this job and are looking forward to bidding in the future. Please keep us on the bidders list for all computer bids.

Sincerely,

Tom Kolb
President

RE: AIRPORT AUTHORITY REVENUE BOND ORDINANCE

Commissioner McClintock recognized Mr. Bob Working of the Airport Authority. He said that Attorney David Bunner is going to hand out a Certificate of Approval for an Airport Revenue Bond of 1993. This is the bond issue that the Airport requires in regard to the construction of the Sheriff's Substation. He was informed today by the engineer that we have a Certificate of substantial completion now and the building is basically ready for occupancy and the keys have been turned over to him. He is here to answer any questions the Commissioners may have.

Attorney Bunner said they will leave one copy of the Certificate of Approval for the Commission Record and they need three (3) signed copies back. There is a separate Resolution for consideration by the County Council, the fiscal body. But the Airport Board required approval by the Executive body of both the City and the County.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, the Airport Authority Revenue Bond Ordinance in an amount not to exceed \$1,200,000 was approved. So ordered.

RE: COUNTY SPEED ORDINANCE

Deputy Mike Duckworth said he has worked very closely with Mark Abell and the County Attorneys in regard to the local Speed Ordinance re speed limits in legal County subdivisions. He believes the Commissioners have before them a schedule regarding the speed limits to be changed from 45 mph in those subdivisions to 30 mph. Also, the other speed limits which are posted in the County are listed as part of this ordinance for inspection and adoption this evening. This ordinance will enable them to maintain and enforce those speed limits in those areas and preserve the safety element for our children in those areas. Sheriff Hamner and Chief Tucker have had officers in these areas checking these posted speeds. The County Attorney has also drafted a letter recommending further posting of some of these speed limits in these areas so citizens have a better view and are more informed as to what the speed limits are in these areas.

Ms. McClintock asked if this is an ordinance that has to be advertised. What we're asking the Commissioners for this evening is permission to advertise the Ordinance amending Chapter 72, Schedule I of the Code of Ordinances of Vanderburgh County. She

asked if the Commissioners would want to authorize Joanne Matthews to set the advertising dates.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Deputy Duckworth said this is a culmination of meetings that he and Sheriff Hamner have had with area neighborhood groups who have shown some concern in this area because of the safety of their children. It would be highly appreciated in those areas if we could expedite the approval of this ordinance so they can get the new speed limits posted.

Commissioner Hunter asked, "Once we get this taken care of, how quick a turnaround time can we think about in actually getting the signage up?"

Deputy Duckworth said that really has to do with the County Engineer and the sign department and how fast Jerry Hays can get his employees to expedite the signs. But we've been fairly successful in getting this through the County Attorney's office and have them oversee it and with Sheriff Hamner's insight they have been able to move along pretty quickly. Perhaps with the help of Mr. Savage we can get the signs taken care of as soon as possible.

Ms. McClintock advised Sheriff Hamner the Commissioners appreciate all of his work and that of his officers on this ordinance. She thinks it will be very beneficial.

RE: RESOLUTION/DFAS

Commissioner McClintock said that last week she met with Judge Paul Herron and they did take to their meeting last Tuesday and approve a Resolution supporting the Defense Department project. The City Commissioners in Henderson have a meeting tomorrow afternoon at 5:30 p.m. She has a conflict with work tomorrow evening and will not be able to attend. Mr. Abell has all the printed information and has faxed them the sample Resolution, so they are ready to approve it. We have also faxed one to Owensboro and their City Commission meets tomorrow afternoon at the same time. What she is requesting this evening is to see whether either of the other Commissioners would be able to accompany Mark Abell to the meeting tomorrow to show their support for the Henderson City Commissioners supporting us in that project. If no one else can go, Mr. Abell can attend -- but she thinks it would be nice to have a Commissioner there.

Commissioner Hunter said he has another commitment, but will see if he can work it around to where he can attend.

Commissioner Borries said he would be happy for Commissioner Hunter to attend.

RE: EARC/APPLICATION FOR VARIANCE

Commissioner McClintock said that basically EARC is asking to relax the front yard green space from 20 ft. to 0 ft. and side yard setback from 10 ft. to 0 ft. to allow for additional parking area.

Ms. Robin Bartleman of Three I Engineering said that on behalf of EARC they are asking for the signature of the Commissioners on the application to the Board of Zoning Appeals due to the fact that it is County-owned property which the EARC leases back on a 20 year contract. They have a proposed Day Care Facility which will be opening as of August 1993.

Ms. Margaret Broarman of EARC was also present.

In response to query from Commissioner Borries, Ms. Bartleman said that for the record, they are trying to relax the front yard from 20 ft. to 0 ft. on Edgar Street and from 10 ft. to 0 ft. on West Virginia. The first sheet of documentation is the Site Plan. The second sheet is demolition, and the third sheet is proposed.

Upon motion made by Commissioner Borries and seconded by Commissioner Hunter the request was approved. So ordered.

RE: REQUEST FOR FUNDING/BUSINESS CENTER FOR DEVELOPING ENTERPRISES, INC.

Commissioner McClintock said that Deborah Ward, Director of ABCDE, Ltd. is present this evening. They are requesting an additional grant of \$100,000 to put up walls, install carpet, and get the electric and telephone cables to additional areas for new tenants. (Attached letter is self-explanatory.) Ms. McClintock entertained questions. She said the Commissioners approved a \$150,000 grant, which was approved by County Council. They are requesting the Commission approve another \$100,000 grant, which would subsequently have to go to Council for approval.

Ms. Ward said that when they applied to the County for funding initially they had requested a grant for \$250,000. Funding was so limited at the time that she asked that the \$100,000 not approved be reinstated. At this time all of the renovated spaces in the building are leased with the exception of the meeting rooms. She has five companies wanting in, and she has indicated that if she can find the funding that perhaps she can have space finished by the end of January to accommodate the requests. Some of their tenants have gotten some contracts. One of the minority companies has recently gotten a contract with Peabody Coal Company for vending, which is going to be a sizable contract. Another company is getting contracts to do work with Red Spot Paint. Their companies are beginning to come along. Some of them are still struggling, but the universities are working with them and their program is very viable to this community. It is really helping to keep some of these companies from closing their doors and seeing where their mistakes are and streamlining and going ahead and laying ground work for future plans so they hopefully won't have the same problems again. If they can get the \$100,000 reinstated it will also go a long way toward helping them meet their EDA match.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries the request was approved. So ordered.

RE: VANDERBURGH AUDITORIUM

Commissioner McClintock said that Mr. Andy Davidson from the Auditorium is present with regard to the Management Fee, Fee Waiver for the Homeless and User's Contract.

Mr. Davidson said he believes the Commissioners have a blue claim form for the Management Fee for December. The amount of money left in that account is \$2,576.63. As the Commissioners know, the Management Fee is a flat \$4,000 per year. The reason there is not enough money left in that account is because of excessive billings. There is money available in the Operating Account, where we could cut a check for \$1,423.37 making up the difference. Per their contract, any check out of the ordinary in the Operating Account requires Commission approval. Thus, he is requesting approval to make up the difference from the Operating Account to pay the Management Fee for December.

Auditor Sam Humphrey interjected, "This is the wrong governmental body for that, isn't it? Council approves transfers."

Mr. Davidson replied, "It is not a transfer; we have money in the existing Operating account where we can go ahead and write a check out of the Operating account to make up the difference."

Commissioner McClintock said, "It has to be done according to the contract, Sam, by approval of this body. We put that in the contract so that they could only write checks out of that account for certain items -- that are all spelled out in the contract -- unless they come to this body to have it approved. So we're not transferring money, we're just approving that they pay this bill out of that Operating account -- that's what we're doing."

Commissioner Borries said, "I'm not really clear, Andy, on what you're saying about excessive billings. Wasn't there an amount of money set in the account for the purpose of paying the Management Fee?"

Mr. Davidson responded, "Correct. And out of that amount also came the incentive percentage due to the bookings of the Auditorium and the Gold Room. The incentive money came out of that same line item. We, fortunately, underestimated the total usage. Since the usage is up we've depleted more money out of that account -- so there is not enough left to pay the Management Fee for December."

Ms. McClintock said, "I understand why Rick is confused. The good news is that we've made more money than was estimated. They pay a flat Management Fee and, according to the contract, they pay a percentage of the business that they do over what we had done before. So because they've done a good job we've had to pay them more money and that is why the money is depleted."

Mr. Davidson said, "Correct."

Auditor Humphrey asked, "But isn't the Management Fee a line item in your account?"

Mr. Davidson responded, "The money we will be paying -- the \$1,423.37 will come out of the Operating account that was set up."

Mr. Humphrey asked, "Does it normally come out of the Operating account?"

Mr. Davidson and Ms. McClintock simultaneously responded, "No, it normally comes out of a line item."

Mr. Humphrey asked, "The Operating account is a line item and the Management Fee is a line item, right?"

Mr. Davidson responded, "Professional Services, yes."

Mr. Humphrey continued, "Then it has to be approved by Council to change from one line item to another."

Ms. McClintock remarked, "No, it doesn't."

Mr. Davidson said, "It's not a change -- it's just to authorize us to be able to write a check out of our existing account that has this amount..."

Mr. Humphrey interrupted, "You say it's not a change. Did Council approve the line items? They did, didn't they?"

Ms. McClintock responded, "The Council approved the line items, but they had an open...."

Mr. Humphrey interrupted, "Okay. Any time you change a line item you have to get Council approval for it."

Ms. McClintock said, "We're not changing the line items, Sam."

Mr. Humphrey remarked, "That's not what I'm hearing."

Ms. McClintock continued, "No. They have an Operating account that they can legally pay anything out of. But, contractually, this body -- not County Council -- said if you're going to pay anything besides XYZ items out of here, then you must come back to the Commission for approval."

Commissioner Borries said, "Well, I commend you on whatever this incentive was. Apparently it must have been \$1,400 -- because I guess that is the amount we are off in the account. But wouldn't it be helpful if we knew that a little in advance insofar as being able to determine here what is going to happen to the fund. I guess Sam's point -- any my point - would be I don't know how it would be possible for us to budget if we're going to put a Management Fee in there -- and that is one "x" amount of money in a line item. It's going to be impossible then for us to determine what kind of incentive you're going to pull out of that same account."

Ms. McClintock countered, "That's right -- and that is why we wanted to set up the contract a little differently and we did make those changes because of the opposition to the way it was set up. If the contract were set up correctly, then you would have the money that you were making all along go in percentages to this account. But we, as this Commission, were not able to convince Council and the County Auditor that this was the way it needed to be set up. So that is why we find ourselves in this bind -- because we have to kind of be -- let me guess how much money we're going to make at the Auditorium. So I would recommend you Commissioners in 1993 change the contract so it works correctly -- but right now we owe these people \$1,400. So that's the problem."

Mr. Borries said, "Well, I'd be happy to consider your recommendation, but I suppose there must have been some reasoning that has to do with that."

Auditor Humphrey said, "We apparently owe them \$1,400 and we have to pay it. But the question is how you have to do it. You haven't changed my mind. You're still paying out of one line item into another. Is that correct?" Is that correct or isn't that correct?"

Mr. Davidson responded, "The line item that it would come out of would be the Operating account set up for the County for Given & Spindler Auditorium Operating Account. It will then be paying the Management Fee going into Professional Services."

Mr. Humphrey asked, "The Management Fee was set up in a particular line?

Mr. Davidson responded, "Correct."

Mr. Humphrey asked, "And you've depleted that?"

Mr. Davidson responded, "Due to..."

Ms. McClintock interrupted, "You're not going to win this argument. I'm sorry, Andy."

Mr. Humphrey pressed, "Is that correct?"

Ms. McClintock interrupted, "Excuse me, Sam -- I'm not going to spend any more time on that. You're going to have to go to Council to get that, Andy, unless Mr. Hunter will vote with me to override Mr. Humphrey."

Commissioner Hunter remarked, "I see what they're talking about."

Auditor Humphrey commented, "I don't know whether you can override me or not. I'm going to have to write the check and I don't know that this body has the power to override me."

Mr. Hunter said, "Let me ask you a question, Sam."

President McClintock interrupted, "I'm not going to hassle with this."

Auditor Humphrey continued, "When they send this down I will damn well check with the State -- and I don't care what this body says. It will be done according to what the State says."

Mr. Davidson said, "We will write it out of our Operating account that was set up with money that went into the Operating account that we've controlled."

Mr. Humphrey asked, "Is the Operating account you control a line item?"

Mr. Davidson responded, "Yes."

Mr. Humphrey asked, "And is the Management Fee you're paying a line item?"

Mr. Davidson responded, "In a separate account, yes."

Auditor Humphrey continued, "Then you're changing from one account to another. Is that right?"

President McClintock said, "No, they want to pay..."

Auditor Humphrey said, "Unless they get a transfer in there, it will not be paid, I guarantee it."

Ms. McClintock continued, "Just for the benefit of everyone here we did check this out with our Attorney and the State Board of Accounts." Addressing Andy Davidson, she said, "But can you ask Given & Spindler to bear with us and you're going to have to take this to Council. So I am going to give this back to you (the blue claim) so I don't lose it."

RE: REQUEST FROM WSTO FOR USE OF AUDITORIUM FOR STREET RELIEF

It was noted by President McClintock that we've received a request from Bryan Jackson at WSTO to use the Auditorium for the Street Relief from 6:00 - 11:00 p.m. on Sunday, February 14th, for a stand up marathon show to raise funds for homeless relief in the tri-state. What we've been asking groups of this type to do is to see if they can find some corporate sponsor for their event to underwrite the cost of the rental of the Auditorium. It is her understanding that has not been done to date. It is her recommendation that we send a letter from the Commission office indicating support for the project, tell them we'd like to work with them, and ask them first to work with the Auditorium Management to see if a sponsor can be identified. If a sponsor cannot be identified, they would still have the opportunity to come back to the Commission to ask for a waiver of rental fee, a decreased rental fee or whatever.

The other Commissioners concurred with Commissioner McClintock's suggestion.

RE: USER'S CONTRACT/VANDERBURGH AUDITORIUM

Mr. Davidson stated that per their contract with the County, they

were requested to come up with new contract to send out for users of the Auditorium and the Gold Room. He just received a phone call from Gary Price, the County Attorney, today. Several weeks ago they came in front of the Commission to request permission to give this contract to the County Attorney for review. He has reviewed the contract and he believes he spoke with Mark Abell earlier this afternoon. At this time we do not have a completed contract he can show the Commissioners a copy of, because they did not go to the expense of typing it up until they received the County Attorney's recommendations on the contract. What he is asking for basically is approval of the contract so they can provide same to the Commission tomorrow. This is basically a standard contract they've gotten through pulling from several other facilities. It is a much more professional looking contract than the existing contract and covers some areas that needed to be addressed with some of the new changes in the Auditorium industry.

Ms. McClintock asked, "So the Commissioners would still have an opportunity to look at it and if they wanted to make changes at the next Commission meeting they could do that?"

Mr. Davidson said that is correct.

Attorney Wilhite said he can affirm that Gary Price did call him today and state this.

Ms. McClintock entertained questions. There being none, a motion was entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner Borries, permission was granted to prepare the contract for submission to Commissioners Hunter and Borries. So ordered.

RE: DONAN ENGINEERING

With regard to this item, Ms. McClintock said Donan Engineering has been taken off today's agenda at their request. Eric Welling from Donan called her this morning and indicated to her that they are not prepared to present that information to the Commissioners and requested this issue be put on the agenda for January 4th.

RE: CHRISTMAS GREETINGS

The meeting was interrupted as City Council members, their Legal Counsel and the City Clerk entered Commission Chambers to extend a Christmas Greeting to the Commissioners via singing **We Wish You A Merry Christmas!**

The Commissioners expressed their appreciation.

RE: COUNTY ATTORNEY

President McClintock said Attorney Wilhite has submitted a Written Report. Rich Hawley is present, representing Kahn, Dees, Donovan & Kahn, and needs to bring up a couple of items. We do have a memo from Jeff Wilhite addressing the Veterans Service Officer qualifications that we did discuss at last week's meeting. She then asked Rich Hawley to read same into the record.

Mr. Hawley read, as follows:

"I.C. 10-5-1-7 provides that the State Director of Veterans' Affairs shall be an honorably discharged veteran who has had at least six (6) months service in the armed forces of the United States and he shall likewise be a citizen of the State of Indiana and be a resident of the state for five (5) years next preceding his appointment. I.C. 10-5-1-11 provides

that a County Veteran Affairs service officer shall have the same qualifications and be subject to the same rules as other employees of the Department of Veterans' Affairs and shall serve under the supervision of the Director of Veterans' Affairs. I.C. 10-5-1-8 provides that all employees of the Department of Veterans' Affairs shall either be honorably discharged veterans who have had at least six (6) months service in the armed forces of the United States, and are citizens of the United States and Indiana, or are spouses, surviving spouses, parents or children.

Conclusion

I.C. 10-5-1-11 provides that County Service Officers shall meet the qualifications of employees, not the qualifications of the State Director of Veterans' Affairs. Therefore, a County Service Officer must have served at least six (6) months service in the armed forces of the United States and be a citizen of the United States and of Indiana."

Mr. Hawley said he thinks the question was basically what the qualifications were for County Veterans Affairs Service Officers and having reviewed the statutes, I.C. 10-5-1-11 as cited above provides the conclusion.

RE: ORDINANCE ESTABLISHING REVOLVING FUND FOR THE ENFORCEMENT OF THE ORDINANCE GOVERNING THE WEEDS OR NOXIOUS PLANTS OF VANDERBURGH COUNTY, INDIANA

Commissioner McClintock submitted copies of the subject proposed ordinance. She said it was discussed earlier when the ordinance was approved that we wanted to establish a fund so that the fines could be put into the fund and then the cost could be taken out of the fund -- so we wouldn't get into a situation where we were having to guess how many weeds we were going to mow every year. We'd have the fees to pay. This needs to be advertised twice -- and Joanne can be authorized to get it advertised when she can.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: COUNTY ENGINEER

Mr. Gary Kercher of the County Engineer's office was representing Dave Savage. He said they didn't have a great deal of information and nothing that required action. They do have proposed submittal of State Road inventory,. They've done almost four (4) miles of subdivision streets, plus the relinquishments from I-164 and the Lloyd Expressway. We have to add those to our road list. This is how they are going to submit that information at this point. This is all he really has.

He's also talked with Deputy Tucker about the proposed speed ordinances. He asked that the County Engineer's office be permitted to review the ordinance as they have some changes of their own that they'd like to add in reference to some of this stuff. If it is okay. they'd like to review it before it is actually advertised. There are some minor changes, most of which have to do with things they found out; i.e., a portion of Hwy. 57 was vacated to the County and they took their signs down. So it is 55 mph on both sides of it; but in the portion the County owns it is technically 45 mph. So it is stuff like that they want to clarify and get worked up. They should be able to get that by the time it can be advertised.

Ms. McClintock said Mr. Kercher should call Joanne Matthews with any changes so the Commissioners can look at the changes at their January 4th meeting before we go to the expense of advertising the

ordinance.

RE: CONSENT AGENDA

Commissioner McClintock said she needs to add approval of the minutes of the December 14th Commissioners Meeting. She would also like to defer the appointment of Lucille Roberts to the Library Board of Trustees until January 4, 1993.

Commissioner Borries requested that the appointments to the Board of Review also be deferred until January.

Commissioner McClintock said Commissioner Borries can ask the Board to vote on that request. She then asked for a roll call vote as to whether to defer the appointments to the Board of Review until January 1993.

Commissioner Borries, yes; Commissioner Hunter, no; and Commissioner McClintock, no.

Ms. McClintock then asked for further questions or concerns regarding the Consent Agenda.

Commissioner Borries said he has some concerns in relation to legal fees, but he will address them later. We now have a considerable number of legal fees through November. What he is finding out is that we (meaning the Board of Commissioners) do not get a read out or any kind of approval they give for legal fees that come through the County Self-Insurance Fund and he has some concerns about that. He just wants to enter those concerns at this time and will continue with those concerns in future meetings.

Commissioner McClintock stated, "We do have a record of those fees. Norris Robinson has those and will be happy to provide same to Commissioner Borries. It is the same procedure that has been used by Attorneys for the Commission for years and, certainly, as long as she has been on the Board. Again, Norris has those."

Mr. Borries asked, "Has there been more or less money paid for those insurance fees this year?"

Ms. McClintock responded, "You know, I can't answer that question because we've never been provided the records as to what was paid out of there under the former Democrat administration. So if you get that number for me, I'd be happy to compare them."

Auditor Humphrey said, "I just happen to have those."

Ms. McClintock stated, "Well, Sam, that is good of you -- since we've asked for months to get that and you've never provided it for us."

Mr. Humphrey's response was inaudible.

Ms. McClintock again asked if there are further questions or comments concerning the Consent Agenda. There being none, a motion was entertained.

Motion was made by Commissioner Hunter to approve, with a second from Commissioner Borries -- with the latter requesting a roll call vote.

Commissioner Borries, no; Commissioner Hunter, yes; and Commissioner McClintock, yes. So ordered.

RE: OLD BUSINESS

Ms. McClintock entertained matters of Old Business to come before the Commission. There was none.

RE: NEW BUSINESS

Commissioner McClintock entertained matters of New Business to come before the Board.

Commissioner Hunter said, "Yes, there is. I'd like to thank you for the last two years. You know, I've learned a tremendous amount the last two years. The media must confess that the meetings have been anything but boring and, Carol, I think -- in no small way -- that if Evansville does (and I feel they do) have a legitimate shot at this Department of Defense building -- it is in no small part a result of your hard work. For that, I Thank you. And if we land this, I think a lot of people in the Tri-State thank you. So the last two years have been a lot of fun and I've learned an awful lot."

Commissioner McClintock thanked Commissioner Hunter for his comments.

Commissioner Borries said he wishes Commissioner McClintock well and he, too, has learned an awful lot.

Auditor Humphrey said, "Yes, I've learned a lot."

There being no further business to come before the Board, at 6:25 p.m. Commissioner McClintock declared a recess until 7:00 p.m., at which time the Board will hear Rezonings.

REZONING PETITIONS

Commissioner McClintock reconvened the meeting at 7:00 p.m. for purposes of hearing the Rezoning Petitions.

VC-9-92/Petitioner, Tony S. Bedwell: The common known address is 7700 E. Morgan Avenue. Petitioner is requesting change from Agricultural to C-4.

Mr. Bedwell said he believes he has submitted everything, hopefully, to the Commissioners' satisfaction. He did have a question on the septic tank and he has had the die test completed and sent top the State and is just awaiting their final approval. Mr. Steve Biggerstaff with the State Department of Health said that as long as he has that letter they will pass the septic system with no problem.

Ms. McClintock said Mr. Bedwell is currently selling tops for pick-up trucks and this will make it legal.

Mrs. Cunningham said they also have submitted the amended Site Plan.

Motion was made by Commissioner Hunter and seconded by Commissioner McClintock to approve VC-9-92.

Commissioner McClintock asked for a roll call vote: Commissioner Hunter, yes; and Commissioner McClintock, yes. Petition was declared approved.

VC-20-92/Petitioner, Wm. & Susan Harty: Petitioner is requesting change from R-1 to R-3 for purposes of putting up some apartments at 4129 Cort Street.

Mr. Harty said if there is anything he can clarify about the rezoning petition he would be glad to do so. This is going to remain residential. A lot of the land around it across the street is owned by him and his wife and they reside there and will continue to reside there. They do not think this will be any detriment to the neighborhood. He can see no way that it would bother anybody, because he does have some apartments on the next corner and they have never caused anybody out there any trouble.

Mr. Hunter asked how close his residence is to the proposed apartment complex.

Mr. Harty said he is at the end of the street. He and Mr. Hunter then viewed the Site Plan, etc.

Mrs. Frederick Santiago of 4121 Cort Street said she and her husband were concerned about their privacy there. Mr. Harty's lot is so close to the edge of their property and they didn't know approximately where he was going to put the apartment building itself. However, the main reason they bought the house there three years ago was because there were no neighbors to the side nor directly in front of them. They're curious as to where the apartment building will be located and how it will affect their privacy. They did build a \$2,000 deck on that side of the house specifically because no one was over there.

Ms. McClintock asked if Mrs. Santiago has discussed this with Mr. Harty and she acknowledged she has not.

Mr. Harty said the setback for the apartment is the same as for Mrs. Santiago's house. It will not be in front of her house and will not block her view. The setback from the front is 25 ft.

Mrs. Cunningham said you have to screen next to a residential area, so Mr. Harty will have to erect a fence in designated areas. The fence has to be 42 inches and can be up to 6 ft. Mrs. Cunningham said another thing, he's probably going to lose two parking places when you come in, because you need 5 ft. in there, too.

Ms. McClintock asked Mr. Harty if he will agree, on the record, to install a 6 ft. fence as opposed to a 42 inch fence.

Mr. Harty responded affirmatively.

In response to query from Commissioner McClintock, Mrs. Santiago indicated agreement with the installation of the 6 ft. fence.

Commissioner McClintock entertained a motion.

Commissioner Hunter said he recommends approval of VC-10-92.

Ms. McClintock then asked for a roll call vote: Commissioner Hunter, yes; Commissioner McClintock, yes. So ordered.

There being no further business to come before the Board at this time, at 7:10 p.m. Commissioner McClintock entertained a motion to adjourn.

Motion to this effect was made by Commissioner Hunter, with a second from Commissioner McClintock. So ordered.

COMMISSION MEETING
December 21, 1992

13

PRESENT:

Carolyn McClintock
Don Hunter
Richard J. Borries
Rich Hawley/Kahn, Dees, Donovan & Kahn
Sam Humphrey, Auditor
Ray Hamner, Sheriff
Gary Kercher, County Engineer's Office
Susan Jeffries, Purchasing
Roger Elliott, SCT
Barbara Cunningham/APC
Virginia Worthwine/APC
Andy Davidson/Given & Spindler
Mike Duckworth/Deputy
Jim Tucker/Deputy
S. Woodall/Deputy
Robert Working/Airport
Deborah Ward/ABCDE, Inc.
Pam Martin/Chamber of Commerce
Chuck Whobrey/Teamsters 215
Dennis Skinner/Midwest Telecom Communications
Ken Shipley/Midwest Telecom Communications
Margaret Broarman/EARC
Michael Lampert/EARC
Robin Bartelman/Three I Engineering
Amy Hood/Explorer
David Bunner/Attorney
Mark Abell/Commission Office
B. J. Ferrell/Commission Office
Wm. & Susan Harty
Mrs. Frederick Santiago
Tony S. Bedwell
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Carolyn McClintock, President

Don Hunter, Vice President

Richard J. Borries

Richard J. Borries, Member



**BOARD of
COMMISSIONERS**
of the County of Vanderburgh

CAROLYN McCLINTOCK

DON L. HUNTER

RICHARD J. "RICK" BORRIES

AGENDA

VANDERBURGH COUNTY COMMISSIONERS

December 21, 1992

5:30 P.M.

FINAL

- 1. CALL TO ORDER**
- 2. INTRODUCTION**
- 3. PLEDGE OF ALLEGIANCE**
by: Amy Hood/Sheriff Explorer Post 690
- 4. ANY GROUP/INDIVIDUAL WISHING TO ADDRESS THE COMMISSION**
- 5. ACTION ITEMS**
 - A. Roger Elliott/Data Processing**
re: Award Bid/Computer System/Sheriff Substation
 - B. Susan Jeffries/Purchasing**
(1) re: Approval to advertise for 1993 Tax Bills
(2) re: Letter of notice from Kolb and Assoc.
to withdraw bid on L.A.N. .
 - C. Airport Authority Revenue Bond Ordinance**
re: discussion
 - D. County Speed Ordinance**
re: discussion
 - E. Resolution/DFAS**
re: Henderson City Commissioners
 - F. EARC**
re: variance for signatures regarding parking lot

(1)

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

G. ABCD, Inc.
re: Letter received

H. Andy Davidson/Vanderburgh Auditorium
re: Management Fee
re: Fee Waiver for Homeless

I. Donan Engineering

6. DEPARTMENT HEADS

Gary Price ----- County Attorney
Dave Savage ----- Public Works

7. CONSENT ITEMS

A. Travel/Education Requests

Health (1)
German Township Assessor (2)

B. Engineering Department Requests:
* See page # 3

C. Employment Changes:

Cumulative Bridge/Appointment

William F. Morphew/Superintendent	25,387.00/YR	12/15/92
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Cumulative Bridge/Release

William F. Morphew/Superintendent	24,759.00/YR	12/15/92
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County Highway/Appointment

William L. Higgs/Road Foreman	25,387.00/YR	12/15/92
Milton Hayden, Jr./Road Foreman	25,387.00/YR	12/15/92
David E. Hudson/Road Foreman	25,387.00/YR	12/15/92

County Highway/Release

William L. Higgs/Road Foreman	24,759.00/YR	12/15/92
Milton Hayden, Jr./Road Foreman	24,759.00/YR	12/15/92
David E. Hudson/Road Foreman	24,759.00/YR	12/15/92

AGENDA REQUEST

NAME OF REQUESTER: DAVID L. SAVAGE
REQUESTER TITLE: INTERIM DIRECTOR
DEPARTMENT: COUNTY ENGINEERING

REQUESTS BEING MADE:

U.S.L INTERCHANGE:

PARCELS TO BE PAID:

Parcel #7 - Albion C. Inkenbrandt, Et Ux
Parcel #29 - Dorothy Robinson, Et Ux
Parcel #12 - Daniel K. Muller Et Ux

APPROVAL OF REVIEW APPRAISALS:

Parcel #10 - University Heights Baptist Church
Parcel #13 - Richard Kissel, Et, Ux
Parcel #22 - Gilbert Hartig, Jr. Et Al
Parcel #23 - Russell W. Decker Et Ux
Parcel #24 - David Haas, Et Ux
Parcel #26 - Clarita J. Ellert

CLAIMS:

Contractual Services - 203-3930 Charles W. Ruston (Invoice #16 - 31 hrs)	\$372.00
Korff Road Paving (VC-92-08-03) 216-3930 J. H. Rudolph & Co., Inc. (Invoice #2-1-0875)	\$16,479.68

DATE TO BE PLACED ON AGENDA: 12/21/92

ACTION ____ CONSENT XXX OTHER ____

Treasurer/Release

Jeffrey L. Sloan/Chief Deputy 27,511.00/YR 12/21/92

Circuit Court/Appointment

Jamie P. Voges/Probation Officer	21,000.00/YR	12/19/92
Robert Jackson/Probation Officer	19,000.00/YR	12/21/92
Brian Durham/Intern	4.75/HR	11/29/92
Rebecca Springer/Typist	5.25/HR	11/29/92
Jason Davis/Intern	5.25/HR	11/29/92
Cindy Eickhoff/Intern	4.75/HR	11/29/92
Darlla Walton/Intern	4.75/HR	11/29/92
Melvin MacGregor/Pt Time Bailiff	5.00/HR	11/29/92
Sheila Silvia/Pt Time Bailiff	6.00/HR	11/29/92
Chad Groves/Pt Time Bailiff	5.00/HR	11/29/92

Circuit Court/Release

Marty Mattingly/Probation Officer	21,000.00/YR	12/18/92
Jamie P. Voges/Probation Officer	19,000.00/YR	12/18/92
Robert Jackson/Pt Time Correc Off.	7.00/HR	12/20/92
Brian Durham/Intern	4.75/HR	11/28/92
Rebecca Springer/Typist	5.25/HR	11/28/92
Jason Davis/Intern	5.25/HR	11/28/92
Cindy Eickhoff/Intern	4.75/HR	11/28/92
Darlla Walton/Intern	4.75/HR	11/28/92
Melvin MacGregor/Pt Time Bailiff	5.00/HR	11/28/92
Sheila Silvia/Pt Time Bailiff	6.00/HR	11/28/92
Chad Groves/Pt Time Bailiff	5.00/HR	11/28/92
Jason Stowers/Intern	4.75/HR	11/28/92

County Clerk/Appointment

Mary Judge/Deputy Clerk 14,864.00/YR 12/14/92

County Clerk/Release

Kristen Burton/Deputy Clerk	5.00/HR	11/30/92
Shannon Green/Deputy Clerk	14,864.00/YR	12/17/92

Sheriff/Appointment

Terry Noffsinger/Merit Commission 1,000.00/ 7/01/92

Sheriff/Release

Michael Ellenstein/Merit Commission	1,000.00/	6/30/92
Kelli Seddon-Burris/Clothing Allowance	1,000.00/	12/12/92

Sheriff-Jail/Appointment

Michael Dietsch/Correction Officer	18,875.00/YR	12/23/92
Michael Dietsch/Cleaning Allowance	708.00	11/23/92

Sheriff-Jail/Release

Michael Dietsch/Prob. Corr. Off	18,375.00/YR	12/22/92
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Burdette Park/Appointment

Julie Mitchell/Pt Time Gr Crew	5.00/HR	12/02/92
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Burdette Park/Release

Julie Mitchell/Cashier	6.00/HR	12/01/92
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Pigeon Township Trustee/Appointment

Richard Curtis/Supervisor	24,500.00/YR	01/01/93
Mary E. Hart/Supervisor	24,500.00/YR	01/01/93

Pigeon Township Trustee/Release

Richard Curtis/Investigator	19,373.00/YR	12/31/92
June Hallenberger/Clerk	18,471.00/YR	12/31/92
Mary E. Hart/Investigator	19,373.00/YR	12/31/92
Betty Duggins/Supervisor	24,500.00/YR	12/31/92

Circuit Court/Appointment

Karla Spencer/Probation Off	23,178.00/YR	01/01/93
Brian Spradlin/Correction Off	17,699.00/YR	01/01/93
Kimberly Thimling/Correction Off	17,699.00/YR	01/01/93
Jeffrey Steckler/Correction Off	17,699.00/YR	01/01/93
Robert Blackburn/Correction Off	17,699.00/YR	01/01/93
Mary Kinstler/Correction Off	17,699.00/YR	01/01/93
Jesse Herron/Correction Off	17,699.00/YR	01/01/93
Larry Dimmett/Correction Off	17,699.00/YR	01/01/93
M. Lee Kershaw/Correction Off	17,699.00/YR	01/01/93
Bob Weakly/Correction Off	17,699.00/YR	01/01/93
Michael Mattingly/Admin Asst Spec	17,275.00/YR	01/01/93

Circuit Court/Appointment-Continued

William Martin/Comm Serv Off Supp	1,127.00/YR	01/01/93
Stephen Fuchs/Dir of Jobs Prog Supp	1,127.00/YR	01/01/93
Deborah Mowbray/Counselor Supplement	1,127.00/YR	01/01/93
Greg Hoskinson/Correc Off Supp	890.00/YR	01/01/93
David Wilkins/Correc Off Supp	890.00/YR	01/01/93
Gary Crow/Maint Super Supplement	912.00/YR	01/01/93
Roy Weightman/Com Ser Off Supp	1,127.00/YR	01/01/93
Edward Montpetit/Com Ser Off Supp	1,127.00/YR	01/01/93
Vernon Soloman/Sup Trainee Supp	465.00/YR	01/01/93

Circuit Court/Release

Robert Saunders/Probation Officer	28,560.00/YR	12/31/92
Karla M. Spencer/Extra Help	6.50/HR	12/31/92

Auditorium/Appointment

Bob Trible/Security	12.00/HR	12/04/92
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D. Board Appointment

Lucille Roberts/Library Board of Trustees	4/YR Term
(deferred from 12/14/92)	

Cheryl Musgrave/County Board of Review	1/YR Term
Harold Elliott/County Board of Review	1/YR Term

E. Checks Received:

(1) Glenn Deig (Check # 529)	1,339.17
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F. Invoices for Payment (Payable January 1993):

(1) EARC	23,250.00
(2) ASSOC of Indiana Counties	6,443.00 (annual dues)
(3) EUTS	58,747.00 (County share '93)
(4) BUILDING AUTHORITY	977,661.50 (1993/first 6 months)
(5) BUILDING AUTHORITY	5,356.68 (K.L.F. 1st Qtr)
(6) SWMH	207,088.00 (1/2 due for '93)
(7) GLENN DEIG	4,226.00 (Recapitulation fees)
(8) SCHOOL CITY OF MISHAWAKA	9,647.36 (Transfer fees)

(9) ZIEMER, STAYMAN WEITZEL
AND SHOULDERS, ATTYS. 8,335.96 (Monthly bill/Nov.)
(10) KAHN, DEES, DONOVAN AND KAHN, ATTYS.
22,015.00 (Litigation/American
Wholesalers)
(11) KAHN, DEES, DONOVAN AND KAHN, ATTYS.
12,088.71 (Monthly bill/Oct.)
(12) KAHN, DEES, DONOVAN AND KAHN, ATTYS
3,517.40 (Monthly bill/Nov.)

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING RECESSED

MON	Dec 21	County Commissioners Rezonings	5:30 PM 7:00 PM	RM 307 RM 307
MON	Dec 28	NO MEETING -- HAPPY HOLIDAYS		
WED	Dec 30	Personnel/Finance	3:30 PM	RM 301
MON	Jan 4	County Commissioners	5:30 PM	RM 307

REZONINGS AT 7:00 P.M.

VC-9-92 Third and Final Reading

Petitioner: Tony S. Bedwell
7700 E. Morgan Avenue
Agricultural to C-4

VC-10-92 Third and Final Reading

Petitioner: William and Susan Harty
4129 Cort Street
R-1 to R-3

App 12/21/92

MEMORANDUM

TO: Carolyn McClintock, President, County Commissioners
Don Hunter, Vice President, County Commissioners
Richard Borries, County Commissioners

FROM: Roger Elliott, Director, Computer Services Department

DATE: December 21, 1992

SUBJ: Evaluation of Sheriff's Substation Bids

At the December 14, 1992, County Commissioners Meeting, responses to a Request for Bid (RFB) for the Sheriff's Substation Project Equipment and Services were opened. Responses were received from the following vendors:

- American Computer Exchange, Inc, Farmington Hills, Michigan
- Computer Systems Corporation, Indianapolis, Indiana
- Computnet International, Inc, Minneapolis, Minnesota
- Domino, Inc, Fort Wayne, Indiana
- The Electric Company, Inc, Bloomington, Indiana
- Executive Software, Glendale, California
- Great Lakes Computer Source, Inc, Grand Rapids, Michigan
- Heritage Computer Company, Minneapolis, Minnesota
- Manatron, Inc, Indianapolis, Indiana
- Midwest Telecom Communications, Evansville, Indiana
- Pioneer-Standard Electronics, Indianapolis, Indiana (Primary Bid)
- Pioneer-Standard Electronics, Indianapolis, Indiana (Alternate Bid)
- Spire Technologies, Inc, Orem, Utah

Ten of these vendors responded with bids on fifty-two (52) of the fifty-five (55) individual line items contained in the fourteen (14) sections of the Request For Bid. Additionally, one vendor, Executive Software, provided a quote for an application software product. It is impossible to single source this project as no one vendor responded to all line items of the Request For Bid.

American Computer Exchange, thanked the County for the opportunity to provide a quotation, but declined to bid on the project as they felt they were not able to provide the necessary equipment and additional services.

The response from Computnet International was determined to be "non-responsive and non-responsible" as a Bid Bond, required under Section 1.5 of the Request For Bid, was not submitted.

Page 2
December 21, 1992
Evaluation of Sheriff's Substation Bids

Responses from the remaining vendors were evaluated utilizing the following criteria:

- Response format
- Past performance
- Acceptable references (client and better business bureau)
- General agreement with required specifications
- Line item bid amounts (when "used" equipment was offered the additional costs incurred because of inspection for eligibility of maintenance coverage, eleven (11) months maintenance and equipment installation were factored into the purchase costs)

As a result of this evaluation the following recommendations are presented for your approval this evening:

- **Delete the following line items from the Request for Bid:**
 - 4mm Cartridge Tape Drive, MicroVax 3100 installed
 - Dynamic Load Balancer Application Software
 - Diskeeper Application Software
 - LA424 Printer Stand
 - LA424 Acoustic Cover
 - 4mm Cartridge Data Tapes
 - Halon Fire Extinguisher (no bid received)
 - Vacuum/Blower Unit (no bid received)
- **Award the following line items of the bid, pending completion of successful contract negotiations, to Computer Systems Corporation, Indianapolis, Indiana, at cost of \$22,563.00:**
 - Display Terminals
 - Narrow Carriage Dot Matrix Printers
 - Wide Carriage Dot Matrix Printers

The quantity of all categories of equipment purchased from this vendor will exceed that specified within the RFB, however, the only increase will be the equipment cost as shipping is provided at no charge.

- **Award the following line items of the bid, pending completion of successful contract negotiations, to Heritage Computer Company, Minneapolis, Minnesota, at an estimated cost of \$12,150:**
 - 8mm Cartridge Tape Drive
 - Wordperfect V5.1 License and Documentation
 - HP Laser Jet IV Printers
 - 8mm Cartridge Data Tapes

The number of HP Laser Jet IV Printers purchased will be increased from that specified in the RFB causing an increase in shipping costs.

Page 3

December 21, 1992

Evaluation of Sheriff's Substation Bids

- Award the following line items of the bid to Midwest Telecom Communications, Evansville, Indiana, at a cost of \$33,859.77:

- Data Communications Network Installation
- Horizontal Wiring Subsystem Installation

Attached for signature is an Acceptance of Proposal form of the installation of the Network and Horizontal Wiring Subsystem. If this document is signed this evening, installation will begin next week with a scheduled completion date of February 1, 1993.

- Award the following line items of the bid, pending completion of successful contract negotiations, to Spire Technologies, Orem, Utah, at a cost of \$846.00:

- Control Application Software

- Award all remaining line items of the bid, pending completion of successful contract negotiations, to Pioneer-Standard Electronics, Indianapolis, Indiana at an estimated cost of \$89,259.85.

The quantities of several categories of equipment ordered will exceed that specified in the RFB increasing the shipping costs by an unknown amount.

The total estimated cost for the Sheriff's Substation Project Equipment and Services is \$160,578.62.

**cc: Commissioner Elect Patrick Tuley
Sheriff Ray Hamner
Chief Deputy Jim Tucker
Lieutenant Stephen Woodall
Corporal Eric Williams**

DEPARTMENT OF PUBLIC PURCHASE

SPECIFICATIONS

Bid No.: VC 9217

Opening Date: Tuesday, January 19, 1993 - 5:30 p.m.

Dates Advertised: December 28, 1992 & January 4, 1993

Bid Item(s): Vanderburgh County Tax Bill Printing

Term of Bid: One Time Purchase

SCOPE: These specifications are intended to cover the printing of the 1993 Tax Bills for the Vanderburgh County Treasurer. Tax bills will be prepared from magnetic media tape provided by the Data Processing Department. Tax bills are to be sorted for mailing.

GENERAL CONDITIONS:

1. Estimated delivery time must be stated.
2. Any miscellaneous or freight charges must be stated.
3. Any bid may be rejected if the bid price exceeds the amount the department has budgeted for this purchase.
4. Quantity has been estimated to the best of our ability, but is for bidding purposes only and is not binding.
5. No over/under runs of quantity ordered will be accepted.
6. The Board of County Commissioners reserves the right to reject any and all bids.

MINIMUM REQUIREMENTS - Sample on file in Purchasing Dept.

Vendor must be capable of providing variable MICR encoding.

QUANTITY: 75,000 (2,000 forms not printed)

FINISHED SIZE: 8 1/2 x 6 1/8

NUMBER OF PARTS: 6

PAPER: 24 pound

COMPONENTS: - Outgoing Face/Information Sheet
- Summary Sheet, Two tax bills (spring & fall)
Information Sheet
- Envelope
- Envelope

Note: Summary Sheet and Two Tax Bills are together on a special one-piece "fold-out" page construction

PERFORATIONS: Each tax bill must have a full length and full width perforation so that they can be detached from page when remitting for processing.

TOTAL COST: _____ (include costs for printing and processing forms, sorting, freight, and related costs)

Guaranteed Delivery Date: _____ Price effective for _____ days

Please type or print the following information:

VENDOR _____

PHONE _____

ADDRESS _____

DATE _____

REPRESENTATIVE _____

LAW OFFICES

ALAN N. SHOVERS
THOMAS O. MAGAN
LARRY R. DOWNS
W.H. MICHAEL SCHIFF
ROBERT H. BROWN
JON D. GOLDMAN
MARILYN R. RATLIFF
BRIAN P. WILLIAMS
G. MICHAEL SCHOPMEYER
DAVID L. CLARK
JEFFREY A. WILHITE
JOHN E. HEGEMAN
JEFFREY K. HELFRICH
JEFFREY W. AHLERS
MARY LEE FRANKE
D. BRYAN WESE
MARJORIE J. SCHARPF
RICHARD O. HAWLEY, JR.
D. FORREST BRUMBAUGH
T. PEIGE DURELL

KAHN, DEES, DONOVAN & KAHN

305 UNION FEDERAL BUILDING

P. O. BOX 3646

EVANSVILLE, INDIANA 47735-3646

TELEPHONE (812) 423-3183

FACSIMILE (812) 423-3841

ISIDOR KAHN

(1887-1963)

ROBERT KAHN

(RETIRED FROM

PRACTICE 1965)

OF COUNSEL

HARRY P. DEES
ARTHUR R. DONOVAN
DIANE L. BENDER
GAYLON L. CLARK

December 21, 1992

Ms. Carol McClintock
President, Vanderburgh County
Commissioners
Civic Center Complex, Room 305
Evansville, IN 47708

Re: County Attorney Report

Dear Ms. McClintock:

Please let me report on the status of various legal matters as County Attorney:

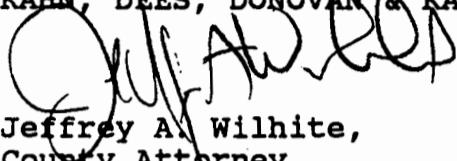
1. You may recall that we had amended the lease agreement with the Building Authority concerning property to be owned by the School Corporation. The agreement has now been signed by all parties. I am tendering tonight an originally executed lease signed by all parties to the Auditor.
2. At last week's meeting, you asked me to research whether the County Veterans Services Officer was in compliance with state residency requirements. Attached is a memorandum outlining the law. As you will see, our Veterans Services Officer is in compliance with state statutes.
3. I was asked to draft an Ordinance establishing a revolving loan fund for the enforcement of the weed ordinance. Attached is a draft of that Ordinance, ready for publication unless you have any changes.
4. I was asked to draft an Ordinance concerning speed limits in the County. I have been working with the Sheriff's Department, and attached you will find an ordinance ready for publication which has been approved by the Sheriff's Department.
5. We continue to litigate and advise Bernardin Lochmueller on the various condemnation matters.

Ms. Carol McClintock
December 21, 1992
Page 2

In addition to the above, I continue to spend the bulk of my time on other litigation matters. If you have questions on any specific case, please let me know.

Very truly yours,

KAHN, DEES, DONOVAN & KAHN



Jeffrey A. Wilhite,
County Attorney

JAW/jes

Enclosure

cc: Don Hunter
Richard Borries

MEMORANDUM

TO: Board of Commissioners of Vanderburgh County
FROM: Jeffrey A. Wilhite
DATE: December 21, 1992
RE: County Veterans' Affairs Service Officer Qualifications

I.C. 10-5-1-7 provides that the State Director of Veterans' Affairs shall be an honorably discharged veteran who has had at least six (6) months service in the armed forces of the United States and he shall likewise be a citizen of the state of Indiana and be a resident of the state for five (5) years next preceding his appointment. I.C. 10-5-1-11 provides that a county Veterans' Affairs service officer shall have the same qualifications and be subject to the same rules as other employees of the Department of Veterans' Affairs and shall serve under the supervision of the Director of Veterans' Affairs. I.C. 10-5-1-8 provides that all employees of the Department of Veterans' Affairs shall either be honorably discharged veterans who have had at least six (6) months service in the armed forces of the United States, and are citizens of the United States and Indiana, or are spouses, surviving spouses, parents or children.

Conclusion

I.C. 10-5-1-11 provides that county service officers shall meet the qualifications of employees, not the qualifications of the State Director of Veterans' Affairs. Therefore, a county service officer must have served at least six (6) months service in the armed forces of the United States and be a citizen of the United States and of Indiana.

**ORDINANCE ESTABLISHING
REVOLVING FUND FOR THE ENFORCEMENT OF THE
ORDINANCE GOVERNING THE WEEDS OR NOXIOUS PLANTS
OF VANDERBURGH COUNTY, INDIANA**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF VANDERBURGH
COUNTY, INDIANA, AS FOLLOWS:**

SECTION 1: ESTABLISHMENT

A revolving fund ("Fund") for the enforcement of the ordinance governing weeds or noxious plants of the Code of Ordinances of Vanderburgh County, Indiana ("Weed Ordinance") is hereby established.

SECTION 2: SOURCES AND DEPOSITS

(A) The Fund shall be comprised of all funds deposited therein pursuant to Section 2(B), and any funds deposited therein pursuant to any appropriation for that purpose by the Vanderburgh County Council.

(B) All proceeds from enforcement of the Weed Ordinance and any other funds necessary for the administration of that Ordinance shall be deposited in the Fund pursuant to the Indiana Depository Act, I.C. 5-12-1, and as that Act may be amended from time to time.

SECTION 3: PURPOSES AND EXPENDITURES

(A) The Fund shall be used exclusively for the administration and enforcement of the Weed Ordinance and any necessary expenses incidental to such administration and enforcement.

(B) The Joint Department of Building Commissioners is hereby authorized to deposit fines collected for violations of the Weed Ordinance into the Fund and make such other expenditures for the payment of necessary expenses associated with the enforcement or administration of Weed Ordinance with funds then existing in the Fund.

SECTION 4: REVOLVING FUND

(A) The Fund shall be a revolving fund, and shall not be commingled with any other funds. Funds remaining in the Fund at the end of each year shall remain in the Fund and shall not revert to any General Fund, except as provided in Section 4(B).

(B) Any funds remaining in the Fund at the end of each fiscal year in excess of \$10,000 shall revert to the General Fund.

**BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA**

By: Carolyn McClintock, President

By: Don Hunter, Vice President

By: Richard J. Borries, Member

ATTEST:

Sam Humphrey, Auditor

APPROVED AS TO FORM:

Jeffrey A. Wilhite
County Attorney

ORDINANCE AMENDING
CHAPTER 72, SCHEDULE I OF THE
CODE OF ORDINANCES OF VANDERBURGH COUNTY

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA, AS FOLLOWS:

That Chapter 72, Schedule I of the Code of Ordinances of Vanderburgh County, State of Indiana, is hereby amended to read in full as follows:

SCHEDULE I: SPEED LIMITS

(A) It shall be unlawful to operate a motor vehicle in excess of 30 miles per hour upon and along any county road within any subdivision within the jurisdiction of the Board of County Commissioners, except as otherwise provided for those streets listed in (B), infra.

(B) With respect to the streets listed below, the specific speed limits listed below apply unless the street listed falls within a subdivision and is thus subject to and superceded by the 30 miles per hour limit in and superceded by (A), supra.

<u>STREET</u>	<u>FROM: BETWEEN</u>	<u>SPEED LIMIT</u>
11th Avenue	Intersection of 11th Ave. and Allens Road, traveling north	25
All roads, streets and highways located within the confines of Burdette Park		15
Basset Road	All	30
Bergdolt Road	Peters Road to Pleasant Ridge Drive	30
Boehne Camp Road	From its intersection with Hogue Road, north 1800 feet	35

<u>STREET</u>	<u>FROM; BETWEEN</u>	<u>SPEED LIMIT</u>
Boehne Camp Road	From 1800 feet north of its intersection with Hogue Road to its intersection with Upper Mt. Vernon Road	20
Boehne Camp Road	Middle Mt. Vernon Road to Upper Mt. Vernon Road	35
Boehne Camp Road	Intersection of Boehne Camp Road and Hogue Road, and Boehne Camp Road and Upper Mount Vernon Road	20
Broadway Avenue	Evansville city limits west to the Posey County line	40
Browning Road	All	40
Darmstadt Road	Evansville city limits to the Darmstadt city limits	35
Darmstadt Road	from intersection with Mohr Road to Darmstadt city limits	35
Denzer Road	Highway 460 to the Posey County line	35
Denzer Road	Posey County line to New Harmony Road	40
Diefenbach Road	Upper Mt. Vernon Road and Koring Road	30

<u>STREET</u>	<u>FROM: BETWEEN</u>	<u>SPEED LIMIT</u>
Dixie Flyer	All	30
Estate	Highway 65 to	15
Fleener Road	Darmstadt Road and Outer St. Joseph	35
Fuquay Road	Pollack to Evansville city limits	30
Green River Road	Evansville city limits to Heckel Road	45
Green River Road	Heckel Road to Boone- ville-New Harmony Road	50
Green River	Heckel Road to the south intersection of Boone- ville-New Harmony Road	50
Green River	SR 57 to Old Petersburg Road	45
Green River	South intersection of Booneville-New Harmony Road to SR 57	30
Greenfield Drive	Covert Avenue to Eastland Drive	20
Harmony Way	Evansville city limits to New Harmony Road	35
Harmony Way	660 feet north of Westwood Drive to 1200 feet south of Westwood Drive	30
Heddon	All	35
Henze Road	Mill Road to No. 6 School Road	35
House Road	City limits to Westmore	30
House Road	Westmore to Eichoff	35
Irene Road	All	30
Jerry Road	All	30
Kasson Road Drive	SR 65 to Mesker Park	35
Kerchoff Boulevard	North of Creamery One Block east of County Line (West)	30

<u>STREET</u>	<u>FROM; BETWEEN</u>	<u>SPEED LIMIT</u>
Kleitz Road	Mesker Park Drive to Fisher Road	35
Koring Road	Little Schmuck to New Harmony Road	35
Kuebler Road	Big Cynthiana Road to Meier Road	35
Larch Lane	All	20
Marx Road	Posey County Line to New Harmony Road	40
Meier Road	St. Joseph Road to Mohr Road	35
Mesker Park Drive	Evansville city limits to Cynthiana Road	40
Middle Mt. Vernon	Evansville city limits to Schutte Road	35
Middle Mt. Vernon	Schutte Road to Posey County Line	30
Mill Road	Evansville city limits and Folz Road	35
Mill Road	Folz Road to Mesker Park Drive	30
Mill Road	Koressel Road to SR 65	30
Mill Road	Mesker Road to SR 65	35
New Green River Road	Hirsch Road to Indiana State Highway 57	35
New Green River Road	Indiana State Highway 57 to Old Petersburg Road	35
No. 6 School Road	Vienna to SR 65	40
Noldau Avenue	All	20
Nurrenbern Road	Intersection of Red Bank Road west to the intersection of Nurrenbern Road to Graff Road	30
Old Henderson	Seminary Road to one mile east of Happe	20

<u>STREET</u>	<u>FROM; BETWEEN</u>	<u>SPEED LIMIT</u>
Old Mt. Vernon	Evansville city limits to Nurrenbern	40
Old Petersburg Road	All	35
Old State Road	Evansville city limits to U.S. 41	40
Orchard Road	Darmstadt Road to State Road 65	35
Peerless Road	SR 65 to RR Bridge to Hogue to Upper Mt. Vernon Road	35
Peerless Road	Middle Mt. Vernon Road to Hogue Road	40
Pollack Avenue	Evansville city limits to Warrick County line	40
Red Bank Road	New Harmony Road (Old Highway 460) to Highway 62	30
St. Joseph Avenue	U.S. 460 North to Mill Road	30
St. Joseph Road	Baseline and Frontage Road	40
St. Wendell	Cynthiana and the county line	30
St. Wendell Road	From the intersection with Indiana State Highway 65 to the intersection with Booneville-New Harmony Road	35

<u>STREET</u>	<u>FROM; BETWEEN</u>	<u>SPEED LIMIT</u>
Schissler Road		30
Schmuck Road	Old Mt. Vernon Road to Schissler Road	30
Schutte Road	Old Mt. Vernon Road to Middle Mt. Vernon Road	35
Shoshoni Drive	Covert Avenue to Evansville city limits	25
South Red Bank Road	Corporate limits of Evansville south to the end of Red Bank Road at the intersection of Red Bank and Nurrenbern Road	30
Tupman Road		30
Upper Mt. Vernon	Evansville city limits to Red Bank Road	35
Weiss Road	Highway 65 to the Dead End	25
Whetstone	All	30
Wortman Road	Darmstadt Road and Old State Road	35
Wright Drive	Meier Road to the Dead End of Wright Drive	15

(C) It shall be unlawful to operate a motor vehicle in excess of 45 miles per hour upon or along all other roads or highways that do not fall within (A), supra, or are not listed under (B), supra, and are within the jurisdiction and control of the Board of County Commissioners.

(D) All necessary signs giving notice of the foregoing speed regulations shall be posted on or at the entrances to the highway or highways or part or parts thereof affected in a position most appropriate and in accordance with IC 9-21-4-1 et seq.

(E) Any person violating this traffic schedule shall be punished by a fine of up to \$2,500.

THIS AMENDING ORDINANCE executed and effective on this _____ day of _____, 1992.

BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA

BY: Carol McClintock, President

BY: Don Hunter, Vice-President

BY: Richard Borries, Member

ATTEST:

Sam Humphrey, Auditor

APPROVED AS TO FORM:

Jeffrey A. Wilhite
County Attorney

NOTICE OF PUBLIC HEARINGS
ORDINANCE ESTABLISHING REVOLVING FUND
FOR THE ENFORCEMENT OF THE ORDINANCE
GOVERNING THE WEEDS OR NOXIOUS PLANTS
OF VANDERBURGH COUNTY, INDIANA

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Vanderburgh County, Indiana has scheduled Public Hearings as follows in Room 307, Civic Center Complex, Evansville, Indiana, with regard to the following Ordinance:

First Reading - 5:30 p.m. Monday, January 11, 1993
Final Reading - 5:30 p.m. Tuesday, January 19, 1993

(Insert attached Ordinance here)

**ORDINANCE ESTABLISHING
REVOLVING FUND FOR THE ENFORCEMENT OF THE
ORDINANCE GOVERNING THE WEEDS OR NOXIOUS PLANTS
OF VANDERBURGH COUNTY, INDIANA**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF VANDERBURGH
COUNTY, INDIANA, AS FOLLOWS:**

SECTION 1: ESTABLISHMENT

A revolving fund ("Fund") for the enforcement of the ordinance governing weeds or noxious plants of the Code of Ordinances of Vanderburgh County, Indiana ("Weed Ordinance") is hereby established.

SECTION 2: SOURCES AND DEPOSITS

(A) The Fund shall be comprised of all funds deposited therein pursuant to Section 2(B), and any funds deposited therein pursuant to any appropriation for that purpose by the Vanderburgh County Council.

(B) All proceeds from enforcement of the Weed Ordinance and any other funds necessary for the administration of that Ordinance shall be deposited in the Fund pursuant to the Indiana Depository Act, I.C. 5-12-1, and as that Act may be amended from time to time.

SECTION 3: PURPOSES AND EXPENDITURES

(A) The Fund shall be used exclusively for the administration and enforcement of the Weed Ordinance and any necessary expenses incidental to such administration and enforcement.

(B) The Joint Department of Building Commissioners is hereby authorized to deposit fines collected for violations of the Weed Ordinance into the Fund and make such other expenditures for the payment of necessary expenses associated with the enforcement or administration of Weed Ordinance with funds then existing in the Fund.

SECTION 4: REVOLVING FUND

(A) The Fund shall be a revolving fund, and shall not be commingled with any other funds. Funds remaining in the Fund at the end of each year shall remain in the Fund and shall not revert to any General Fund, except as provided in Section 4(B).

(B) Any Funds remaining in the Fund at the end of each fiscal year in excess of \$10,000 shall revert to the General Fund.

PASSED ON FIRST READING this _____ day of
_____, 1993.

PASSED ON FINAL READING this _____ day of
_____, 1993.

BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA

By: _____
Richard J. Borries

By: _____
Patrick Tuley

By: _____
Don Hunter

ATTEST:

Sam Humphrey, Auditor
Vanderburgh County

A BUSINESS CENTER for DEVELOPING ENTERPRISES, INC.

Evansville's Small Business Incubator

1100 West Lloyd Expressway • Evansville, Indiana 47708 • Telephone (812) 426-9991

December 1, 1992

RECEIVED

DEC 17 1992

VANDERBURGH COUNTY
COMMISSIONER'S OFFICE

Ms. Carolyn McClintock, President
Board of Commissioners of the
County of Vanderburgh
c/o WNIN
405 Carpenter Street
Evansville, Indiana 47708

Dear Carolyn:

Thank you, so much, for your support of Evansville and Vanderburgh County, as well as the Small Business Incubator, during your term as Commissioner and President of the Board of Commissioners of the County of Vanderburgh. You have truly dedicated your whole life to this position and have made many positive changes.

When A Business Center for Developing Enterprises, Inc. presented a proposal for funding to the Board of Commissioners for \$250,000, you were very generous with your commitment for \$150,000. At that time, it was indicated that if funds were left over at the years end, we could request additional funding.

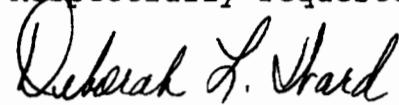
At this time, we are in the process of applying for funding through the Economic Development Agency to enable us to renovate the remainder of our facility. While it looks very optimistic that we will receive this grant, it will not be forthcoming until the end of 1993. At this time, we have four potential tenants wanting to lease space in the Incubator and there are no funds available to finish the space for them. An additional grant, in the amount of \$100,000, from the County of Vanderburgh would enable us to put up walls, install carpet, and get the electrical and telephone cables to the areas for these tenants.

There are fifteen companies located in the Incubator at this time and a sixteenth company is utilizing phone service only until he can get his business clientele established after which he will need office space. Another company is utilizing warehousing space in the basement and is in critical need of office space, which we cannot afford to renovate. It is imperative that we obtain funding to enable us to provide space for these companies in need of our assistance. Your award of funds left over would enable us to meet this need.

Please present this request at your next meeting on our behalf. A similar letter of request will be sent to each of the members of the Board of Commissioners of the County of Vanderburgh for their perusal prior to the meeting. Should you need me to be in attendance to explain the need for funds, or submit a request on one of your forms, please let me know as soon as possible.

Once again, thank you for your support of Evansville's Small Business Incubator - A Business Center for Developing Enterprises, Inc. I look forward to working with you in the future.

Respectfully requested,



Deborah L. Ward
Director

DLW

RESOLUTION

HENDERSON CITY COMMISSIONERS

WHEREAS: THE DEPARTMENT OF DEFENSE (DoD) IS PLANNING TO CONSOLIDATE MOST OF ITS FINANCE AND ACCOUNTING ACTIVITIES INTO A LIMITED NUMBER OF LOCATIONS UNDER THE MANAGEMENT OF THE DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS), AND [REDACTED]

WHEREAS: THE DFAS HAS INVITED COMMUNITIES ACROSS THE COUNTRY TO SUBMIT PROPOSALS IN ORDER TO BE CONSIDERED AS A LOCATION FOR A FACILITY, AND

WHEREAS: THE CITY OF HENDERSON, KENTUCKY AND VANDERBURGH COUNTY ARE SUBMITTING PROPOSALS FOR UP TO FOUR SITES, AND

WHEREAS: THE PROPOSAL TO BE SUBMITTED IS FOR A 750,000 SQUARE FOOT OFFICE FACILITY TO EMPLOY 4000 EMPLOYEES, AND

WHEREAS: THE AVERAGE DFAS SALARY WILL BE \$35,000 ANNUALLY CREATING A DIRECT PAYROLL IMPACT OF APPROXIMATELY \$128,000,000 ANNUALLY THUS CREATING A SIGNIFICANT POSITIVE ECONOMIC IMPACT FOR THE REGION INCLUDING SOUTHWEST INDIANA AND TRI-STATE COMMUNITIES, AND

WHEREAS: THE DFAS FACILITY WILL CAUSE AN ESTIMATED 600 NEW HOUSEHOLDS TO BE RELOCATED TO SOUTHWEST INDIANA THUS HELPING THE AREA TO GROW IN POPULATION, AND

WHEREAS: THE DFAS FACILITY WILL PROVIDE NEEDED JOBS FOR A PORTION OF THOSE CURRENTLY UNEMPLOYED AND FOR OUR YOUNG PEOPLE WHO ARE JUST ENTERING THE JOB MARKET, AND [REDACTED]

WHEREAS: BY ATTRACTING THE DFAS FACILITY AND 4000 JOBS, IT WILL HELP TO CREATE POSITIVE COMMUNITY SPIRIT AND BOLSTER THE ECONOMIC ENVIRONMENT IN SOUTHWEST INDIANA AND THE REGION:

THEREFORE: THIS ELECTED BODY KNOWN AS THE HENDERSON CITY
COMMISSIONERS GIVES ITS FULL SUPPORT TOWARDS THE ATTRACTION OF 4000
JOBS AT THE DEPARTMENT OF DEFENSE (DoD), DEFENSE FINANCE AND
ACCOUNTING SERVICE (DFAS) FACILITY, AND RECOGNIZE THAT THIS PROJECT
WILL SIGNIFICANTLY BENEFIT THE TRI-STATE REGIONAL ECONOMY, AND THAT
THIS BODY PLEDGES TO SUPPORT THE PROJECT.

APPROVED THIS ____ DAY OF DECEMBER 1992.

MAYOR WILLIAM L. NEWMAN

ATTEST BY:

JOANN ROBERTS, CITY CLERK



Open
12/21/92

DATE: December 21, 1992

TO: Vanderburgh County Commissioners
RE: Day Care Facility Project Proposal

Attached, please find a data sheet on the current status and proposed renovation of the Vanderburgh Development and Training Center. This facility is currently occupied by the Evansville Association for Retarded Citizens, Inc. The Evansville ARC requests permission to renovate the inner facility and parking areas to accommodate a licensed day care facility. In addition, we are requesting the Commissioners initiate a request for variance to maximize the available parking space on the Edgar Street side of our facility. Project contacts for this proposal are Ms. Margaret Boarman or Mr. Michael Lampert at Phone 428-4500. Your consideration to this request is appreciated.

Margaret D. Boarman
Margaret D. Boarman
President

Attached: Project Data Sheet

 **Administrative Offices**
615 W. Virginia St.
P.O. Box 4089
Evansville, IN 47724
(812) 428-4500
FAX: (812) 421-8537

 **Training Center**
615 W. Virginia St.
P.O. Box 4089
Evansville, IN 47724
(812) 428-4514
FAX: (812) 421-8537

 **Industries**
16 W. Virginia St.
P.O. Box 4089
Evansville, IN 47724
(812) 428-4516
FAX: (812) 428-4833

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Project Proposal

FACILITY: Vanderburgh Development and Training Center

LOCATION: 615 W. Virginia

AGE OF FACILITY: 18 Years (construction completed in 1974)

	Dollars	Percentage
OWNERSHIP:		
Indiana Department of Mental Health	\$940,000	71.32%
Vanderburgh County	\$338,000	25.64%
Evansville Assoc. for Ret. Citizens	\$40,000	3.03%
TOTAL	<u>\$1,318,000</u>	<u>100.00%</u>

TENANT AGREEMENT: 20 Year Lease. Initial term expires in 1994 with a second 20 year lease already having been negotiated.

MAINTENANCE: Evansville ARC assumes all maintenance expenses under \$5,000. County assumes all maintenance expenses exceeding \$5,000. The facility is in excellent repair with the exception of the roof. The roof will require major repair during 1993/1994 time frame.

LEASE TERMS: The lease terms require that major renovations be approved by the County.

Request

PROJECT: Renovate east end of facility for DAY CARE FACILITY.

PROJECT SIZE: 12,000 sq. ft. inside facility plus playground and parking areas.

POPULATION TO BE SERVED: Facility will accommodate 120 children, both disabled and non-disabled.

TIME FRAME: Our original time frame was to have plans completed with projected costs, then present this request to the County for approval to renovate facility. Because of a necessity to obtain approval for a variance from the Board of Zoning Appeals, we need to present the proposal sooner than anticipated.

FUNDING: Evansville Association for Retarded Citizens, Inc.

**Evansville-Vanderburgh
Airport Authority District**

Evansville Regional Airport
7801 Bussing Drive
Evansville, IN 47711
(812) 421-4401

October 30, 1992



Ms. Carolyn McClintock, President
Vanderburgh County Commissioners
WNIN/TV9
405 Carpenter Street
Evansville, Indiana 47708

Dear Ms. McClintock:

Re: Airport Revenue Bond Ordinance

As you know, the Evansville-Vanderburgh Airport Authority is constructing a new Command Post for the Vanderburgh County Sheriff, which will be leased by the Authority to Vanderburgh County pursuant to a lease between the Authority, the County and the Sheriff, dated April 13, 1992. The Authority is initially paying for costs of this Project from its Cumulative Building Fund, but because those funds must be reimbursed, it is the intent of the Authority to finance the Project expenditures by the issuance of revenue bonds under the provisions of Indiana Code 5-1-14-4 and IC 8-22-3 (collectively the "Act").

The Airport Authority Board, at their meeting of October 26, 1992, passed and adopted Ordinance No. 142, an ordinance authorizing the issuance of revenue bonds which shall be designated as "Airport Revenue Bonds of 1993". In accordance with the provisions of the Act, the issuance of the revenue bonds must be approved by the Mayor, the Vanderburgh County Commissioners and the Vanderburgh County Council. Therefore, enclosed for the Commissioners' consideration is a copy of Ordinance No. 142. Also enclosed is a copy of the executed lease covering the Command Post.

Please give me a call should you have any questions or need further items of information. If attendance by a representative of the Airport is required or suggested when this matter comes before the Commissioners, please advise.

Sincerely yours,

EVANSVILLE-VANDERBURGH AIRPORT AUTHORITY

A handwritten signature in black ink, appearing to read "Robert H. Working".

Robert H. Working
Airport Manager

RHW:lb
Enclosures

VANDERBURGH COUNTY HIGHWAY DEPARTMENT

WORK REPORT FOR THE WEEK OF DECEMBER 11 THRU DECEMBER 17, 1992

THE TREE CREW WORKED ON OLD STATE RD.

THE TRASH CREW WORKED ON LENN RD., SOUTH WEINBACH AVE., OLD HENDERSON RD., AND NEWMAN RD.

THE GRADER WAS ON LONG RD., HAPPE RD., AND KING RD.

THE TANDEM TRUCKS HAULED ROCK TO AND SPREAD ROCK ON : LONG RD., HAPPE RD., AND KING RD.

ROAD SHOULDERS WERE ROCKED ON SCHILLINGER RD., ADLER RD., AND St. WENDEL RD.

THE PATCH CREW REPAIRED THE FOLLOWING ROADS : NUMBER 6 SCHOOL RD., EVERGREEN AND DARMSTADT RDS., MOHR AND MEIER RD., YOUNG RD., OLD GREEN RIVER RD., AND AT 2623 HOGUE RD.

WE WORKED AT THE SOUTH WEINBACH AVE. FLOOD GATE SITE PREPARING THE SITE FOR THE INSTALLATION OF A NEW FLOOD GATE.

UNLOADED, CLEANED AND WASHED OUT THE SPREADER TRUCKS TO PREPARE THEM FOR THE NEXT WINTER STORM ALERT.

VANDERBURGH COUNTY BRIDGE CREW

REMOVED DAMAGED GUARD RAIL ON SCHUTTE RD.

REPAIRED WASHOUT AT HAPPE RD.

BUILT DROP BOXES AT BAUMGART RD., AND AT THE GARAGE.

COMPLETED WORK AT THE COUNTY GARAGE ON THE SHED WHICH IS ATTACHED TO THE GARAGE.